

Rules and Regulations of Vulcan Park Condominiums

Last time revised: August 2018

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These Rules and Regulations shall be supplementary and in addition to the provisions of the Declaration of Condominiums of Valley View Condominiums (d.b.a. Vulcan Park Condominiums), the Articles of Incorporation and Bylaws of Valley View Condominiums Association, Inc. The Board of Directors may alter, amend, delete or change these Rules and Regulations at any time upon a majority vote thereof. The Board of Directors reserves the right, at their discretion, to enforce these Rules & Regulations.

All owners and their family members, guests, tenants, etc. are required to observe the Rules and Regulations. Any complaints regarding violations of these Rules and Regulations shall be made to the Board of Directors by sending an email to *hello@vulcanparkcondos.com*.

The Rules and Regulations are a supplemental document and resource to the governing documents. Your adherence to these Rules and Regulations is greatly appreciated. Failure to follow the Rules and Regulations may result in punitive action including but not limited to fines, damage costs, eviction, etc.

A. USE AND OCCUPANCY RESTRICTIONS

CODE	RULE
A01	The property shall be used only for residential purposes.

B. MAINTENANCE FEES, LATE CHARGES, FINES AND ASSESSMENTS

CODE	RULE
B01	The recurring monthly assessment dues as of this date are \$195.00, due on the 1st of each month, delinquent after the 15th and will incur a \$40.00 late fee after that date. All fees are subject to change. As Agent, we are responsible for the collection of your monthly assessment. No monthly statements are mailed. Owners are contacted only if they are late in submitting their assessment. Please be advised that new owners are responsible for the normal monthly assessment from the closing date forward.

B02	The balance of any maintenance fees, late charges, fines or assessments paid after thirty (30) days from their due date shall bear interest at the annual percentage rate of eight percent (8%) monthly rate until paid. All payments shall be applied first to interest, and then to principal in the order the maintenance fees, late charges, fines or assessments became due.
B03	There will be a \$30.00 charge for each returned check.
B04	If the Board of Directors must file a lien to protect the condominium association's interest, upon payment of money due the condominium association, the lien or satisfaction fee is chargeable to the unit owner for recording the Lien of Satisfaction.
B05	All fines for any violation of the <i>Vulcan Park Condominiums</i> Rules & Regulations reported by a neighbor, board member or staff member of the management company shall be charged to the unit owner. Unit owner(s) cited for a violation(s) of the Rules & Regulations will be allotted a specified amount of time to correct the violation. Should subsequent offenses occur the owner will be subject to punitive action including but not limited to monetary fines (see the Progressive Violation Notice Procedures at the end for more information).
B06	When the Board of Directors deems it necessary, for the condominium association, it can levy a special assessment to each unit owner. This is a flat amount of money set by the Board of Directors and charged to each unit owner in addition to the monthly maintenance fee.
B07	The total special assessment (referring to B06) must be paid in full within the given time period set by the Board of Directors or late charges will also be added to the unit owner's account.
B08	At the request of the Board of Directors, the Management Company may mail questionnaires to each unit owner in order to update the condominium association's records. If the completed questionnaires are not returned within 30 days from the date they are mailed to the unit owners, a fine will be assessed to any unit owner that has not returned the questionnaire.

C. SALE OF PROPERTY

CODE	RULE
C01	An owner must inform the Management Company in writing within one week of listing their unit for sale. Any property listed without notification will be fined \$100.00 per unit. This is the owner's responsibility, but a real estate company may do so in writing on behalf of the owner.
C02	The Management Company may charge a unit owner a fee to fax needed information to a potential purchaser inquiring about Valley View Condominiums or needed information to close by a unit owner or their attorney.
C03	<p>If a transfer form and the transfer fee are not received within 10 days after closing, a fine will be levied.</p> <p>Each month, the Management Company shall report to the Board of Directors all new listings of the complex and such report shall be entered into the minutes of the monthly condominiums association meeting.</p>

D. PROPERTY RENTAL

It is the responsibility of the unit owner of any unit to advise their realtor, management company, or tenant of these rules and regulations and provide them with a copy. All rules and regulations shall be enforced and monitored by the Management Company and the Board Members.

It is recommended that unit owners make the rules and regulations a part of their lease and pass any fines along to their tenant by terms of their lease. The Management Company fines the unit owners, not the tenants.

All communication(s) to the Board or Management Company, other than emergency repairs, must be made through the unit owner or their recognized agent of record.

Renters are responsible for following all rules and regulations, whether or not the unit owner passes along any fines to them. The Vulcan Park Condominiums Association Bylaws allow for provisions whereby the Board may direct a unit owner to evict any tenant for violation or noncompliance of any rule and/or regulation.

CODE	RULE
D01	A copy of each unit's lease together with a criminal background report and rental information sheet must be filed with the Management Company within one week of acquiring a new or renewed lease of a tenant. All required information must be filed with the Management Company within one week or the unit owner may be levied a fine.
D02	Each lease shall be in writing and shall provide that the terms contained therein shall be subject in all respects to the condominium instruments and that any failure by the renter to comply with the terms of such instructions shall constitute a default under the lease.
D03	No unit owner may lease less than his/her entire unit.
D04	No unit owner may lease his/her unit for a period of time less than six months or for purpose of occupancy by persons other than the renter and his/her immediate family unless otherwise first approved in writing by the Association.
D05	No room may be rented and no transient tenants may be accommodated.
D06	Unit owners are responsible for any and all actions of their tenant(s). All fines related to the violation of any of the Rules & Regulations will be charged to the unit owner. Unit owners cited for a violation(s) of the Rules & Regulations shall be given fifteen days from the date the Management Company mails notification to correct the violation. If the violation has not been corrected, the unit owner will be subject to fines.

E. PETS

CODE	RULE

E01	Pets are to be on a leash and kept under control while on the grounds or in the parking areas.
E02	Pet owners must clean up any waste their pet deposits on complex grounds.
E03	Pets are not to be left outside unattended or chained unattended. If a pet is outside, it must be on a leash and someone must be outside supervising it.
E04	Pet noise (barking dogs, screaming cats, etc.) must be controlled by the pet's owner. In failing to do so, unit owners will be given fifteen days from the time the Management Company mails the notification to remove the pet from the property.
E05	A biting incident will result in the immediate eviction of a pet and the unit owner will incur a fine plus any medical expenses incurred by victim bitten.

F. PLUMBING

Unit owners are responsible for plumbing repairs on the interior of their unit including but not limited to any plumbing fixture (including drains, sinks, faucets, bathtubs, pipes, etc.) that is exclusive to and services an individual unit and does not service part or parts of the condominiums. The Association maintains responsibility for plumbing repairs including but not limited to plumbing facilities which service part or parts of the condominiums, common use areas and utility service lines. For more information regarding responsibilities to repair, please refer to the property's Declaration & By-Laws.

CODE	RULE
F01	<p>Toilets or drains shall not be used for any purpose other than those for which they are constructed, nor shall any sweepings, cat litter, rubbish, rags, paper towels, cigarette butts, condoms, feminine hygiene products, or any other article be thrown into the same. The owner in whose condo a plumbing problem originated shall pay for any damage resulting from their misuse.</p> <p>Each unit is equipped with a water meter that electronically reads and calculates water usage on a per unit basis. Should a meter be damaged, the unit owner will be responsible for any necessary repairs.</p> <p>Each unit owner will be billed separately, by a third-party utility billing service, for their individual unit's water usage. Unit owners are responsible for ensuring that</p>

	their billing/account information is correct and their water bill is paid in a timely manner to the billing service. Should an owner's water bill be considered delinquent, the Board of Directors reserves the right to authorize the billing service to turn an owner over to collections. A lien may also be placed on the unit until the account is appropriately satisfied.
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G. RENOVATION & REMODELING

CODE	RULE
G01	No interior structural walls may be changed without Board approval and such changes must conform to Jefferson County, city of Homewood and to all other building codes.
G02	The cost of replacement of a window or door forming a part of a perimeter wall of a unit shall be divided equally between the respective unit owner and the Association. Door and window replacement requests must be made in writing or by email to the Board of Directors. The Board will supply the requester with the types of doors and windows that have been Board approved.
G03	All contractors performing any type of work on the property must be approved by the Board of Directors and/or the Management Company.

H. PARKING

All owners are asked to practice courtesy when parking as parking is not assigned and is first come first serve. Only those with the proper permits will be allowed to utilize the handicap designated parking.

The Board of Directors reserves the right to authorize removal of a vehicle from the parking area if it is in violation of the Rules and Regulations.

A member of the Board will notify the Management Company of a vehicle(s) that is perceived to be in violation. A representative of the Management Company will investigate and determine if the vehicle is in violation. If it is determined that the vehicle is in violation, a Violation Notice will be affixed to the vehicle detailing the corrective action that must be taken. After 72 hours, if the vehicle

is still found to be in violation, the vehicle will be towed at the owner's expense (please note parking signs with towing company information).

Residents that anticipate an absence that would cause their vehicle to be stationary for an extended period of time should notify the Management Company to prevent their vehicle from being towed by mistake.

CODE	RULE
H01	No vehicles shall park in front of a stairwell or steps.
H02	Park on the side of the street where your unit is located.
H03	No vehicle belonging to an owner, tenant, family member or guest shall be parked in such a manner as to prevent ready access to another space.
H04	No boats, trailers, non-motorized vehicles or other non-street legal vehicles shall be parked on or in the common area.
H05	Undesirable or inoperable vehicles are not allowed in parking areas. The Board of Directors has the authority to remove any such vehicle from the common area if it is inoperable for more than 48 hours. The cost of removal of such vehicle may be chargeable to the owner.
H06	No vehicles, including moving, maintenance, or repair vehicles, are allowed on any common area other than the parking areas without written board approval. Unit owners responsible will be fined and liable for all damages resulting from the disregard of this rule.
H07	Any damage to the parking areas caused by any unit owner, their children, or guests shall be repaired at the expense of the unit owner responsible for the damage.

I. GROUNDS AND BUILDINGS

It is up to all of us to maintain the integrity and value of the property. All exterior addition and modification requests must be submitted in writing or by email to the Board of Directors for approval. Requests need to be as detailed as possible and include specifics such as height, width, etc.

CODE	RULE
101	The grounds, walkways, and stairways of the development shall not be obstructed or used for any purpose other than entering and exiting the condominium's common areas. No obstruction shall block the path of the sidewalks including grills, electrical cords, hoses, toys, motorcycles, etc.
102	Sidewalks and stairs must be used to enter and exit the condominium's common areas. No one is allowed to walk on grass and/or banks to access or exit the parking areas.
103	No hooks, brackets, flags or any other items are allowed to be attached to the buildings or porches without the Board's prior written approval.
104	The porch areas of each unit are to be kept clean of debris and clutter (i.e., bikes, newspapers, trash, leaves, toys, BBQ grills, etc.) by the unit owner.
105	No bicycles, baby carriages, toys or personal articles shall be allowed to stand in any of the common areas, including stored on front porches. These items may be placed behind your unit in an orderly manner. Gasoline or propane fuel may not be stored under or in an enclosed area.
106	No standing water caused by negligence of a unit owner is allowed.
107	No unit owner shall do or allow any work or other activity, which could jeopardize the safety of any person, or result in deterioration or damage to any portion of the condominium common areas.
108	No article shall be hung or shaken from the doors or windows or placed upon the windowsills of the units.

I09	Sheets or other items used as temporary drapery shall not be left hanging in the windows in excess of 30 days.
I10	Outdoor drying of clothing or other household articles is only permitted behind the units and only for the time necessary to dry.
I11	No signs of any kind may be placed on common areas (buildings or grounds) or otherwise visible (in windows) unless approved by the Board. Only "For Sale" or "For Rent", or other real estate signs may be placed inside a window visible to the street. No sign of any kind may be placed on a stake in the ground on the common property.
I12	The Board of Directors must authorize yard sales and a license must be obtained from the City of Homewood.
I13	No swimming pools or wading pools are allowed on the property.
I14	Nothing shall be constructed, altered or erected on the grounds, buildings, or parking areas, except upon written consent of the Board. This includes any decorative element including but not limited to fountains, statues, stepping stones, shrubs, etc.
I15	Any damage to the buildings or grounds caused by any unit owner, their children, or guests shall be repaired at the expense of the unit owner responsible for the damage.

J. SATELLITE DISHES

Written approval of the Board approving the proposed location of the dish is required before any dish is installed.

CODE	RULE

J01	The number of satellite dishes that may be installed by each unit is limited to one (1). Size of the dish is limited to 30 inches.
J02	No satellite dish may be affixed to any part of the building, including (but not limited to) brick, siding, balcony railings, or roof.
J03	Without the express written permission of the Board of Directors of the Association, a violation of the above rules will result in satellite dishes being removed at the expense of the unit owner. The Board may, at its discretion, also impose a fine for failure to observe Association rules.

K. REPAIRS & MAINTENANCE

Each unit owner is responsible for reporting or submitting a written request for non-emergency repairs and maintenance related to their unit and common elements. Emergency repairs may be reported 24 hours a day to the Management Company. All employees or contractors of the Association will report only to the Board of Directors and/or the Management Company.

L. ELECTRICAL

Unit owners are responsible for all internal electrical repairs as well as the external wiring including the meter and wires that connect it to the inside wiring. The power company is responsible for all wiring from the meter to their poles. The Condominium Association is responsible for maintenance of the circuit breaker box, unless obvious tampering has occurred or there is evidence of neglect or theft.

M. GARBAGE & TRASH

Garbage is defined as typical household debris which comes from the bathroom and kitchen like organic waste, clothes, paper products etc. and that can fit into a 30/33 gallon plastic bag. The Association has partnered with a vendor that provides door-to-door garbage service. Each unit owner shall provide their own plastic garbage can(s) and lid(s). Please identify your receptacle by writing your unit number on both sides as well as the lid.

Following are some additional guidelines as specified by the vendor:

- Garbage must be bagged (loose garbage is unacceptable), tied, & placed in an appropriate container

- Cat litter must be double-bagged
- Bags should not be overweight (<25 lbs/ bag)

Only typical household garbage is acceptable. The following items are not acceptable: tree limbs, grass clippings, leaves, construction debris, broken glass (or other sharp objects capable of puncturing trash bag), oversized items (i.e. furniture, appliances, large boxes, etc.), flammable items (i.e. any type of gas, fuel, oil, car batteries, paint cans, etc.), unbroken down boxes.

Owners and residents that place unbagged garbage and/or unacceptable items behind their unit or on the street will be subject to fines and the cost of removal. Please make sure to follow these rules in order to keep our community and around the properties clean. If you have any questions concerning our garbage and trash removal, please consult our [Trash, Garbage & Recycle](#) page and our [FAQ](#). If you need assistance, contact us through our website or by [email](#) and we will be happy to help you.

CODE	RULE
M01	Each unit must maintain a garbage container(s) with a lid on each container to sufficiently hold normal refuse for your household.
M02	Garbage container(s) and lids must be marked with the unit number and stored behind each unit.
M03	All garbage must be placed in disposable plastic bags, secured with a tie and placed inside a garbage container(s). Loose garbage will not be picked up by the trash valet service.
M04	Bags should not be placed on top of or beside the garbage container where it could be torn by animals or burst. Unit owners will be responsible for cleaning loose garbage from the grounds that was the result of their failure to follow this rule.
M05	Owners/tenants are not allowed to place garbage container(s) on the street or in front of their unit.

M06	Each resident should pick up litter in the common areas that resulted from their direct or indirect actions (i.e. cigarette butts, cans, etc.). This includes litter left by friends or relatives.
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N. MISCELLANEOUS

CODE	RULE
N01	No unlawful, immoral, noxious or offensive activities shall be carried on in any unit or elsewhere on the property, nor shall anything be done therein or thereon which shall constitute a nuisance or which shall, in the judgment of the Board of Directors, cause unreasonable noise or disturbance to others. This shall include domestic violence or disturbance(s) within any unit or outside on common elements.
N02	These Rules & Regulations may be added to or repealed at any time by the Board of Directors.
N03	All the above Rules & Regulations being mailed to each unit owner living off site and hand delivered to tenants and unit owners on site, constitutes notice. No other warning or notice needs to be given prior to any fine, fee, or assessment being levied on any unit owner.

PROGRESSIVE VIOLATION NOTICE PROCEDURES

Violations of the Rules & Regulations of Valley View Association, Inc. (d.b.a. Vulcan Park Condominiums) shall be dealt with in the following manner:

- At the discretion of the Board, a warning or fine shall be given to the violator on the first offense.
- The 2nd violation of the same rule shall result in a \$50 fine.
- A 3rd violation of the same rule shall result in a minimal increase of \$50, although it may exceed \$50 if the severity of the offense calls for it.
- A 4th violation not only allows the Board to increase the fine incrementally by \$50 but also gives the Board the authority to increase the fine to an amount necessary to handle the problem. The Board may also take further action as deemed necessary.

The Board of Directors reserves the right to alter the above mentioned Rules and Regulations violations process as needed from time to time.