

**RULES AND REGULATIONS
OF
CORNERSTONES AT OXMOOR VALLEY ASSOCIATION, INC.**

Section 1. Condominium Documents: These Rules and Regulations shall be supplementary and in addition to the provisions of the Declaration of Condominium of Cornerstones at Oxmoor Valley Condominium, the Articles of Incorporation and Bylaws of Cornerstones at Oxmoor Valley Association, Inc. Capitalized terms used in these Rules and Regulations are as defined in the Declaration of Condominium of Cornerstones at Oxmoor Valley Condominium. The Board of Directors may alter, amend, delete or change these Rules and Regulations at any time upon a majority vote thereof.

Section 2. Use: The Units shall only be used for private residential use. The foregoing restrictions as to use shall not, however, be construed in such manner as to prohibit a residential Unit Owner from:

- (a) Maintaining a personal or professional library in his or her Unit;
- (b) Keeping personal business or professional records or accounts therein; or
- (c) Handling personal business or professional telephone calls or correspondence therefrom.

Such uses are expressly declared customary and incidental to the principal residential use and shall not be deemed a violation of these restrictions.

The Limited Common Elements assigned to the residential Units above the Entrance level shall be used only for access, ingress and egress to and from the respective Units by the persons residing therein and their respective family members, guests, invitees, household help and other authorized visitors, and for other purposes incidental to the designated use of the respective Limited Common Elements. Certain areas of the designated walkways and paved areas shall be used at all times, and shortcuts shall be avoided, both to prevent accidents and to preserve the appearance of planted areas. The sidewalks, driveways and parking areas must not be obstructed or encumbered or used for any purpose other than access, ingress, egress and for parking. Bicycles, tricycles and skateboards shall not be stored or used on the Common Elements or Limited Common Elements, except for egress and ingress and except in areas designated by the Association for this purpose. The Association, the Board of Directors and their authorized employees, agents and representatives shall have such access to any Unit as may be necessary for the repair, maintenance, replacement, alteration, care or protection of the Common Elements or Limited Common Elements, the Units or any portion thereof. Any alteration or repair of the Common Elements or Limited Common Elements is the responsibility of the Association, except for those matters which are stated in the Declaration to be the responsibility of the Unit Owner.

Section 3. Nuisances: No unlawful, immoral, noxious or offensive activities shall be carried on in any Unit, the Common Elements, the Limited Common Elements, or elsewhere on the Condominium 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, odors, light or other disturbance to others. Offensive or strong odors, including cigar and cigarette smoke, shall not be allowed to permeate the property to the extent that they constitute a nuisance to any Unit Owner, but, rather, offensive or strong odors should be properly and effectively ventilated, as shall be determined at the discretion of the Board of Directors. All radios, televisions, phonographs, musical instruments or other items which cause noise shall be maintained at a level that does not annoy, or interfere with, other Unit Owners' or tenants' enjoyment of the Property. No fireworks or firearms may be used or discharged on the Condominium Property.

Section 4. Maintenance and Repair: Each Unit Owner shall maintain his Unit in good condition and in good order and repair and shall not do anything, or allow anything to be done therein, which may increase the rate, or cause the cancellation, of insurance on any Unit or the Common Elements. No structural alteration, construction, addition or deletions of any Unit, the Limited Common Elements or the Common Elements shall be made by the Unit Owners, except with the prior written consent of the Board of Directors. Proposed alterations in the residential Units which cost \$2,500.00 or more shall first require that a deposit in the amount of \$1,000.00 be posted with the Management Company, which will be applied toward any damage to the Common Elements or Limited Common Elements, in addition to a copy of the proper building permits from the City of Birmingham, as required, and proof of contractor liability insurance. Only licensed contractors shall be allowed to perform work in Units in the Condominium. All work shall be performed during normal business hours Monday through Friday from 8:00 a.m. to 5:00 p.m.

Section 5. Trash Disposal: Trash, garbage and other waste shall be disposed of only in designated areas and in containers and bags specified, from time to time, by the Board or the Management Company. All refuse shall be disposed of in a clean and sanitary manner in sealed, waterproof bags, so as to avoid leakage in route to the refuse receptacles.

Section 6. Rights of Developer: Until all of the Units have been sold and occupied by Purchasers or tenants, the Developer may use and show one (1) or more of such unsold or unoccupied Units as model Units or sales office and may maintain customary signs and advertising in connection therewith, notwithstanding the provisions of Section 10 of these Rules and Regulations.

Section 7. Storage: Articles of personal property belonging to any Unit Owner, such as baby carriages, bicycles, wagons, toys, furniture, firewood, floats, umbrellas, clothing and other articles, shall not be stored or kept in the Common Elements or Limited Common Elements. All storage will be confined to the Unit or the storage areas. No flammable materials may be stored in any portion of the building. Hanging baskets, wind chimes or any other such items shall not be hung on the ceiling, railing or walls of the patios or terraces of any Units, and no ornament, furniture, planter or statue will be allowed on the yard or garage area. No clothing, rugs, sheets, blankets, or other laundry articles shall be hung or exposed from the balconies, patios, terraces or windows or hung in the Common Elements or Limited Common Elements.

Section 8. Balconies, Patios and Terraces: Each Unit Owner recognizes that the balconies and terraces of assigned to the Units as Limited Common Elements will be highly

visible from other Units and surrounding properties. Further, each Unit Owner recognizes the need that the furniture, plants and other decorative items be tasteful and unobtrusive. Therefore, the Board of Directors has the authority and the obligation to approve all items placed on the balconies and terraces and will from time to time adopt Rules and Regulations as to what may be placed on the balconies and terraces.

Section 9. Pets:

- 9.1 The maintenance, keeping, breeding, boarding and/or raising of animals, livestock or poultry of any kind, regardless of number, shall be, and are hereby, prohibited within any Unit, or upon any Common Elements, except that this shall not prohibit residents from keeping no more than a total of two (2) well-behaved, orderly dogs, cats and/or caged birds or other domestic pets; provided, they are not kept or maintained for commercial purposes or for breeding. The Board shall have the right to prohibit the keeping of specified aggressive breeds as it may determine from time to time on the Condominium Property.
- 9.2 Pets shall not be allowed unattended on any part of the Common Elements or Limited Common Elements for any period of time.
- 9.3 Pets shall not be permitted upon the Common Elements or the Limited Common Elements of the Condominium Property unless they are carried or are on a leash and shall not be allowed on any of the Common Elements or Limited Common Elements inside the building, except for purposes of ingress and egress as discussed herein. Pets should be taken to the adjoining designated grass areas, out of the way of sidewalks and pedestrian traffic, to attend to their natural needs.
- 9.4 Pet owners are responsible for cleaning where pets foul the Common Elements, Limited Common Elements or adjacent properties. Such fouling shall not be permitted to accumulate but shall be cleaned up immediately. Failure to clean up after a pet shall subject the Unit Owner and the owner of the pet to a fine pursuant to a fine schedule that may be established by the Board from time to time.
- 9.5 Any Occupant who has a pet on any portion of the Condominium Property shall indemnify and hold the Condominium Association and each of its members, their tenants, guests and employees, free and harmless from any loss, claim, damage or liability of any kind or character whatever arising by reason of any act of said pet or of keeping or maintaining such pet within the Condominium Property.
- 9.6 Pets shall be registered with the Association through its Management Company and shall be inoculated as required by local law. The Association may require a registration fee for any pet maintained on the Property. Further, any Unit Owner who allows pets to be maintained in the Unit must be insured against any damage or personal injury caused by the pet(s). The Board of Directors of the Association shall have the right to order any person whose pet is a nuisance to remove such pet permanently from the premises upon three (3) days' prior written notice.

Section 10. Signs: No signs of any character shall be erected, posted, or displayed upon, in, from or about any residential Unit or the Common Elements, including any window or door of a Unit, without the prior written consent of the Board of Directors except signs temporarily used by the Developer in the selling or leasing of the Units.

Section 11. Parking and Driving:

- 11.1 The maximum speed limit on the Condominium Property is 5 MPH. All traffic regulations must be observed by each Owner and each Owner's family members, guests, tenants, or employees.
- 11.2 No vehicle shall be parked on the Common Elements or Limited Common Elements, except in an authorized and designated parking space.
- 11.3 No boats, campers, trailers, or oversized vehicles (more than two axels) may be parked on the Common Elements or the Limited Common Elements at any time. No vehicle may be parked on the roads or ramps providing ingress and egress on the Condominium Property, except in those spaces which have been designated as parking areas. Any illegally parked vehicle will be towed away at the Owner's expense, and the Owner shall be subject to a fine. No motorized vehicle shall be operated on any walkway or other area, except upon the driveways and parking areas designated for vehicular use.
- 11.4 No vehicle which cannot operate on its own power shall remain on the Common Elements or Limited Common Elements for more than twenty-four (24) hours without the express permission of the Board of Directors of the Association, and no vehicle repair (other than washing and waxing or the changing of a flat tire) shall be made on the Condominium Property. A violation of this rule will result in the vehicle being towed away at the expense of the Owner thereof and/or the imposition of a fine.

Section 12. Common Elements:

- 12.1 Only authorized maintenance personnel are allowed to adjust any Common Element or Limited Common Element equipment.
- 12.2 Any damage to the building or equipment, or other Common Elements or adjacent property caused by an Owner, his family members, guest, tenants, invitees or pets shall be repaired by the Association, and the cost thereof shall be assessed against the Unit Owner as a special assessment as described and defined in the Declaration.
- 12.3 No item of common ownership shall be removed or damaged by any resident or guest from the Common Elements or Limited Common Elements. Any Owner, resident, family member, guest, tenant or invitee violating this rule shall be sanctioned, fined or subject to criminal prosecution by the Association. The Owner of the Unit in which said violating resident resides or violating guest visits shall be held responsible for the cost of any item so removed or damaged.

Section 13. Association Management:

- 13.1 Complaints or suggestions regarding the management of the Condominium or regarding the actions of other Owners or residents shall be made in writing to the President of the Board of Directors of the Association.
- 13.2 No Owner shall request or cause an employee of the Association, or of any management company employed by the Association, to do any private work during normal business hours in the Unit, except as authorized in writing by the Association.

Section 14. Structures and Satellite Dishes: No structures or appurtenances, such as a doghouse, tent, shack, treehouse, trailer, fence, aerial antenna or playground equipment, shall be placed or erected on any part of the Condominium Property, including the balconies, patios or terraces. Outdoor clothes lines shall not be maintained upon any portion of the Common Elements or Limited Common Elements at any time. No satellite dishes over one (1) meter shall be allowed on the Condominium Property at any time. Satellite dishes less than one (1) meter shall only be allowed on portions of the Condominium Property with the express written approval of the Board of Directors as to location of the dish.

Section 15. Window Treatment: Draperies, shades or mini-blinds used to cover windows in the Units shall be lined in white or beige.

Section 16. Access: The Board of Directors or its designated agent may request access to individual Units for use in emergency situations, and the Unit Owners must provide this access upon reasonable request.

Section 17. Rules and Regulations: There shall be no violation of any of these Rules and Regulations or of the terms and provisions of the Condominium Documents, or other supplemental Rules which may, from time to time, be adopted by the Board of Directors and promulgated among the Membership in writing. Any consent or approval given under these Rules and Regulations may be added to, amended, or repealed at any time by resolution of the Board of Directors.

Section 18. Enforcement of Rules and Regulations: The Association is responsible for the notification of residents and/or Owners regarding violation of these Rules. Fines assessed pursuant to a fine schedule adopted by the Board of Directors will be assessed against any resident and/or Owner who violates, or allows to be violated by his family members, guests, tenants, invitees or pets, any Rule or Regulation. The fine is deemed to be a special assessment and will become a lien against the Unit where the violating Owner, pet, tenant or resident lives, or where the violating family member, guests, invitees or pets visit. Also, fines may be assessed to cover costs of repairs and damages resulting from any violation. All charges and fines imposed by the Association are due and payable on the first day of each month unless otherwise specified. Failure to pay the fine by the 15th of each month will result in a ten percent (10%) late penalty per month. Payment shall be made at the Management Company's office by check or money order, payable to Cornerstones at Oxmoor Valley Association, Inc. Failure to pay any fine or assessment shall constitute a lien against the Unit of the Unit Owner.

Section 19. Monthly Condominium Assessments: All monthly Condominium assessments are due and payable on the first day of each month unless otherwise specified. Payment should be made directly to Cornerstones at Oxmoor Valley Association, Inc. at the Management Company's office. Failure to pay by the 15th day of each month will result in a ten percent (10%) late penalty per month plus accrued interest at the highest interest rate allowed by law that the assessment is late. After assessments are sixty (60) days late, the matter will be turned over to the Association's attorney, who shall then institute collection proceedings against the Unit Owner. The delinquent Unit Owner will be responsible for the payment of any attorney's fees and costs arising from the legal action.

Section 20. Lease Agreements: Entire Units may be leased by the Unit Owners; provided, however, that any such lease and the rights of any tenant thereunder are hereby made expressly subject to the power of the Association to prescribe reasonable rules and regulations relating to the lease and rental of Units and to enforce the same directly against such tenant or other occupant by the exercise of such remedies as the Board deems appropriate; provided, however, that no restrictions shall be imposed which shall have the individual or cumulative effect of prohibiting or materially impairing the rental or lease of Units. No individual rooms may be rented. Further, all leases must be in writing, with a copy provided to the Association upon request by the Association. Each Owner shall be responsible for the actions of his tenants. Each Unit Owner who has or who shall lease his Unit irrevocably empowers and authorizes the Association or its managing agent to enforce the Rules and Regulations of the Association and to terminate the lease of and evict any tenant who fails to comply with said Rules or who provides other sufficient cause for termination of the lease and eviction in accordance with the laws of the State of Alabama, the Declaration, the Bylaws, the Rules and Regulations, or any contract for lease. The Association, the Board or its managing agent shall not become liable to any Unit Owner, tenant or any other party for any loss of rents or other damages resulting from the reasonable exercise of such authority. All leases must be for at least one (1) year and no more than one family may occupy a Unit and no more than two people per bedroom.

Section 21. Tenants: The Board of Directors shall have the authority to contact any Tenant in the Condominium and counsel or discuss with them any relevant issue concerning the Condominium Documents, Rules and Regulations or any violations thereof. Thereafter, should the Tenant violate, or continue to violate, the Condominium Documents or Rules and Regulations, the Unit Owner will take appropriate legal action to remedy the violations. The Unit Owner remains subject to fines for any violations by the Tenant.

Section 22. Construction or Improvements to Units: Prior to the commencement of any construction in, or improvement to, any Unit, which cost exceeds \$2,500.00, the Unit Owner must obtain the written approval of the Board of Directors of the Association. Prior written approval will only be given after submission of drawings or plans showing in detail the nature and extent of construction or improvement. The Unit Owner shall post a \$1,000.00 damage deposit with the Management Company at least one (1) week before commencement of construction or improvement, in addition to a copy of the proper building permits from the City of Birmingham, as required, and proof of contractor liability insurance. Only licensed contractors shall be allowed to perform work in Units in the Condominium. A walk-through will be conducted of the Common Elements and Limited Common Elements in the general area of

the construction prior to the commencement of construction to determine the pre-existing condition of the area.

During construction contractors, workmen, suppliers and employees are not permitted on any other part of the Condominium Property and will be ejected if they are observed on any other portion of the Property. The Unit Owner shall be totally responsible for the contractors, workmen, suppliers and employees while they are on the Condominium Property, and the cost to repair any damage or loss to the Condominium Property caused by the contractors, workmen, suppliers and employees will be assessed as a special assessment against the Unit Owner hiring such contractors. The Common Elements of the Condominium must be cleaned each day after construction activities at the Unit Owner's expense. Construction activities are limited to Monday through Friday, 8:00 a.m. to 5:00 p.m., and such activities may not interfere with the quiet enjoyment of the other Unit Owners or residents. No portion of the Common Elements or Limited Common Elements may be altered in any way by any Unit Owner.

After the construction or improvements are completed, the Unit Owner must notify the Management Company, and a walk-through of the general area of the construction will be performed by an appointed agent of the Association before any portion of the damage deposit will be returned. The cost to repair any damage caused by the construction will be deducted from the \$1,000.00 deposit. If the cost to repair any damage caused by the construction exceeds the deposit, a special assessment will be made against the Unit Owner.

Section 23. Fitness Center Rules:

- 23.1 All persons using the Fitness Center do so at their own risk. The Association is not responsible for any accident or injury in connection with the use of the Fitness Center or for any loss or damage to personal property. Persons using the Fitness Center agree not to hold the Association liable for any actions of whatever nature occurring at or in connection with the use of the Fitness Center.
- 23.2 No person under the age of fourteen (14) shall be permitted to use the Fitness Center. Persons between the ages of fourteen (14) and sixteen (16) must be accompanied by an adult over the age of eighteen (18) at all times.
- 23.3 The number of persons in a group using the Fitness Center at any one time will not exceed the Occupant(s) plus (1) guest.
- 23.4 All guests should be accompanied by an Occupant.
- 23.5 Unit Owners are responsible for the conduct of their family members, guests and tenants at all times, and for the careful observance of all safety and sanitation precautions.
- 23.6 No boisterous or rough play shall be permitted in the Fitness Center. All persons using the Fitness Center are required to cooperate in maintaining cleanliness and tidiness of the Fitness Center.

23.7 Tobacco, spillable containers and glassware are not to be brought into the Fitness Center.

23.8 The hours of operation of the Fitness Center shall be twenty-four hours per day.

Occupants and/or guests should consult a physician prior to using the Fitness Center facilities.

Section 24. Pool and Pool Deck Rules:

24.1 All persons using the swimming pool located on the Condominium Property do so at their own risk. The Association is not responsible for any accident or injury in connection with use of the pool or for any loss or damage to personal property. Persons using the pool area agree not to hold the Association liable for any actions of whatever nature occurring within the pool area.

24.2 A \$50.00 usage fee is required for reserving private usage of the pool. Reservations are granted on a first request basis.

24.3 All guests should be accompanied by an Occupant.

24.4 Unit Owners are responsible for the conduct of their family members, guests and tenants at all times, and for the careful observance of all safety and sanitation precautions.

24.5 No pets shall be allowed in the pool area.

24.6 Persons twelve (12) years of age or under must be accompanied at all times by an adult.

24.7 Any person having an apparent or known skin disease, sore or inflamed eyes, cough, cold, nasal or ear discharge, or any communicable disease shall be excluded from the pool.

24.8 No boisterous or rough play shall be permitted in the pools, or in the pool areas. Swimming alone when no other person is in the immediate pool area is prohibited.

24.9 All persons are requested to cooperate in maintaining maximum cleanliness and tidiness in the swimming pool areas.

24.10 No glassware shall be brought into the pool areas.

24.11 Any furniture provided by the Association to be used in connection with the pool shall not be removed from the pool areas.

24.12 The pool shall be used in accordance with such rules and regulations as shall, from time to time, be promulgated by the Board of Health of Jefferson County,

Alabama, and/or by the Board of Directors of the Association, which rules shall be posted by the Board of Directors.

- 24.13 The pool will be closed from 10:00 p.m. to 8:00 a.m., local time, and during such other times and seasons as may be determined by the Board of Directors.

Section 25. Community Center (Clubhouse):

The Community Center is for the private use of residents. It is available for rental only to residents for non-profit parties or meetings. The following policies apply to rental usage:

- 25.1 All persons using the clubhouse located on the Condominium Property do so at their own risk. The Association is not responsible for any accident or injury in connection with use of the clubhouse or for any loss or damage to personal property. Persons using the clubhouse agree not to hold the Association liable for any actions of whatever nature occurring within the clubhouse.
- 25.2 A \$50.00 rental usage fee is required for reserving private usage of the clubhouse. Reservations are granted on a first request basis.
- 25.3 All guests should be accompanied by an Occupant.
- 25.4 Unit Owners are responsible for the conduct of their family members, guests and tenants at all times, and for the careful observance of all safety and sanitation precautions.
- 25.5 Children and teenage parties are prohibited. All children under the age of 18 must be accompanied by an adult resident age 18 or older.
- 25.6 The Clubhouse is available for rental between the hours of 9 am and midnight.
- 25.7 Smoking is strictly prohibited in the Clubhouse and surrounding common area. The renting resident is responsible to inform guests that smoking is not allowed.
- 25.8 The renting resident must be present at the Clubhouse at all times during the booked event.
- 25.9 The renting resident will have exclusive use of the party room only; the guests may not use the exercise equipment at any time on the day of the function. The Association will furnish no party items.
- 25.10 The renting resident is responsible for all clean up and trash removal. Clean up must be done (completely) the day of the party.
- 25.11 Damages to the Clubhouse or equipment and any follow-up cleaning done be the Association will be billed to the renting resident.

25.12 If a reservation is made for private usage of the pool and clubhouse together, the rental usage fee shall be a total of \$50.

Section 26. Admission of Guests on Condominium Property:

26.1 No garage sales may be held on the Condominium Property.

26.2 Each Unit Owner is responsible for every person such Owner or resident admits into the controlled access areas of the Condominium Property, and such entry shall not be permitted except to invited or expected family members, guests and invitees. Any damage caused by the invited person or guest will be assessed against the Unit Owner, and the Unit Owner will be responsible for paying any fine assessed by reason of any violating Tenant, invited guest or family member of the Unit Owner.

26.3 Any Owner who has his or her Unit for sale is responsible for any person admitted on the Condominium Property viewing such Unit and is responsible for providing ingress and egress to such prospective purchaser or sales agent.

26.4 Any entry onto the Property by guests or invitees shall be made without revealing to anyone access codes or making available entry keys.

Section 27. Exterior Lighting:

27.1 Exterior lighting may be installed around the sidewalk. The lights must be solar or low voltage, only in mulched areas, spaced no less than 3-4 feet apart, height of 12 to 14 inches above ground, and must have clear lenses. No colored lenses are allowed. Neither the landscape/snow removal contractor nor the association will be held responsible for any damage. No floodlights or spotlights are allowed. No lighting shall reflect onto or into any other neighboring homes or such lighting shall be removed.