

Information/Rules and Regulations
Montreat Condominium Community Owners Association, Inc.
A Corporation Not for Profit Under the Laws of the State of Alabama

MONTREAT CONDOMINIUM COMMUNITY OWNERS ASSOCIATION, INC.
BIRMINGHAM, ALABAMA 35216

INFORMATION/RULES AND REGULATIONS

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INTRODUCTION

The purpose of this publication is to review certain established covenants and policies that provide the climate by which Montreat is able to function in an efficient and effective manner.

The purpose is further to promulgate the Rules and Regulations of the Montreat Community published under the authority granted the Board of Directors by the Declaration of Condominium.

An awareness and acceptance of the material contained herein insures you, the resident homeowner, of a community that will continue to operate for your well-being with minimum supervision or interference.

Montreat Condominium Park is a community of 315 homes situated on 39 acres of land. It was converted to the condominium form of ownership by First City Development Corporation. The conversion began in September 1980.

The Committees which shall advise the Board may be but not limited to the following:

- SOCIAL COMMITTEE
- GROUNDS COMMITTEE
- COMMUNICATIONS COMMITTEE
- FINANCE COMMITTEE
- RULES & REGULATIONS
- HOME SALE/LEASE
- RECREATIONAL
- LEGAL COMMITTEE
- ROADS COMMITTEE

A community newspaper, MONTREAT BEAT, is published periodically. Anyone with suggestion for articles is urged to contact the Communications Committee. Articles may be about anything of interest pertaining to the Montreat community or its owners. The paper will be distributed free of charge to all residents and owners. Any article requires the approval of the Communications Committee and the Board of Directors.

Montreat enjoys an envious reputation as one of the leading communities of its type in the area. It will always be the purpose of the Association and its Board to maintain and enhance this reputation by striving to make Montreat both a wise investment and a pleasant place to live.

The Board shall be the final authority on the interpretation of these rules and regulations. All complaints must be in writing with a copy to the Board of Directors and the Managing Company.

BOARD OF DIRECTORS
MONTREAT CONDOMINIUM ASSOCIATION, INC.

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Paragraph I - USE RESTRICTIONS	Amended
<p>A. PRIVATE UNIT – No part of the unit shall be used for other than “residential purposes”. No unit may be subdivided into a smaller unit.</p> <p>B. COMMON PROPERTY –</p> <ol style="list-style-type: none"> 1. No structures or appurtenances such as but not limited to a trailer, dog house, tent, shack, tree house, carport, garage, barn, outbuilding, playground equipment, fence, stairs, or deck roofs shall be placed on the common property, either permanently or temporarily except as the Board may direct. 2. Satellite dishes, exterior television or radio antennas are prohibited. 3. Small amounts of firewood shall be stored only at rear of building in unobtrusive location. 4. Only authorized maintenance personnel may adjust water valves, pool equipment, light timers, or other common area equipment. 5. No common area property may be removed by any resident. Such property would include but not be limited to pool furniture, clubhouse furniture, picnic tables, maintenance equipment, tools. 6. NO PERSONAL ITEMS, SUCH AS, BUT NOT LIMITED TO, BICYCLES, SCOOTERS, CARRIAGES, TOYS SHALL BE ALLOWED TO STAND ON ANY OF THE COMMON AREAS. THIS INCLUDES LAWNS, SIDEWALKS, PORCHES, AND COMMON HALLWAYS. WHEN NOT IN USE, SUCH ITEMS MUST BE STORED IN ASSIGNED BASEMENTS OR WITHIN THE PRIVATE HOME. 7. Any damage or littering to any common area by an owner, his guest, tenant, children or pet shall be repaired at the expense of the owner. 8. Children may not climb on roofs, fences, pool covers or ornamental railings nor play with or on any equipment. In the event a particular area receives excessive wear, play on that area may be restricted until it has recovered. 9. Mailboxes are the property of the federal government. Children should be cautioned about opening mailboxes or tampering with mail. 10. Shrubs and plants may be placed in <u>EXISTING beds</u> at the discretion of the homeowner. Such plantings shall be at the expense of the homeowner, as well as the upkeep of such plantings. The plantings must be approved by the Board. 11. The paths and walkways are for walking or jogging only. No bicycles, skateboards, roller skates, big wheel, or other such vehicles may be used on these paths. 12. Help your maintenance personnel by picking up trash and debris. 	<p>B 2 approved 04/04</p>

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Paragraph II - ALTERATIONS AND IMPROVEMENTS	Amended
<p>A. NEITHER A UNIT OWNER NOR THE ASSOCIATION MAY MAKE <u>ANY</u> ALTERATIONS OR IMPROVEMENTS TO THE COMMON PROPERTY WITHOUT WRITTEN PERMISSION OF THE BOARD OF DIRECTORS.</p> <p>B. Plans and specifications showing the nature, location and materials must be submitted to the Grounds Committee for approval</p> <p>C. The Board must give written approval BEFORE any of the following take place:</p> <ol style="list-style-type: none"> 1. Construction of any nature whatsoever, including additions, changes or alterations of the exterior of any unit or anywhere on the common property. 2. Interior alterations or changes which may compromise the structural integrity of the building. 3. Alterations to the common area (all grounds within the community, including those immediately in front of and behind the units). <p>D. You must allow 45 days for the Committee and the Board to take action on your request. If further documentation is required the Board action could be delayed beyond the 45 days.</p> <p>E. Awnings on decks and roof covers must be approved for specific types. The maintenance of such awnings or roofs shall be the responsibility of the unit owner.</p> <p>F. All glass storm doors visible from the street are permitted when professionally installed and the color of the frame is consistent with the exterior trim.</p> <p>G. You must be willing to sign a document of Commitment stating:</p> <ol style="list-style-type: none"> 1. Responsible for maintenance of new structure. 2. When unit ownership changes, this responsibility must be passed on to the new owner. 3. Structure becomes a permanent part of the condominium and cannot be removed as personal belongings when a homeowner leaves. 4. Failure to maintain in proper order may result in maintenance being performed or structure removed by outside contractors at the homeowner's expense. <p>SEE EXHIBIT (PAGE 7) FOR STATEMENT OF COMMITMENT REGARDING STRUCTURAL CHANGES AND ALTERATIONS.</p>	

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EXHIBIT 1

STATEMENT OF COMMITMENT

NAME _____

DATE _____

ADDRESS _____

Building alteration plan is attached for above Montreat Condominium. The adjacent neighbors are in full agreement with the attached plan and have signified by signing the plan.

The homeowner planning the building alteration is committed to the following in order to have Board of Directors approval:

1. Responsible for maintenance of new structure
2. Transfer of this responsibility to owner should ownership change.
3. The structure becomes a permanent part of the condominium and cannot be removed as personal belongings when the homeowner sells the unit.
4. Failure to maintain in proper order may result in maintenance being performed or structure removed by an outside contractor at the homeowner's expense.

I, _____, the owner of condominium unit _____, hereby agree to abide by the above stated Rules regarding building alterations and changes.

HOMEOWNER

Notary _____

DIRECTOR

Title

UPON APPROVAL THE AGREEMENT MUST BE DULY DRAWN AND RECORDED IN RECORDS BOOK OF JEFFERSON COUNTY.

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<p>Paragraph III - PETS</p> <p>A. The following rules shall apply to pets and shall be the unit owner’s responsibility:</p> <ol style="list-style-type: none"> 1. Household pets only may be kept by a resident in his residence, provided they are not kept, bred or maintained for any commercial purpose, and do not endanger the health, or, in the sole discretion of the Board of Directors of the Association, unreasonably disturb any other resident. 2. Pets on the common property must be <u>carried</u>, <u>on a leash</u>, or under the <u>absolute</u> control of the owner. 3. Pet owners are directly responsible for any damage done by their pets to the common property. 4. PETS ARE NOT PERMITTED AT ANY TIME WITHIN THE POOL AREA, CLUBHOUSE OR TENNIS COURTS. PETS IN THE POOL AREA WILL RESULT IN POOL CLOSURES BY THE HEALTH DEPARTMENT. 5. PET OWNERS ARE CHARGED WITH THE RESPONSIBILITY OF INSURING THAT THEIR PETS ATTEND TO THEIR NATURAL NEEDS IN WOODED AREAS AWAY FROM PORCHES, WALKS, PATHS, STREETS, MAINTAINED LAWNS OR OTHER RESIDENCES. FAILING THAT, THE PET OWNER IS RESPONSIBLE FOR IMMEDIATELY CLEANING THE FOULED AREA IN ANY OF THE ABOVE MENTIONED AREAS. 6. Pets may be kept on private decks. However, if in the sole discretion of the Board of Directors any pet so kept is a general nuisance then this right will be rescinded. <p>NOTE: The rights granted in Paragraph 6 above are very temporary and may be rescinded immediately due to the complaints of one or more neighbors concerning above noise, access, odor, damage, cleanliness, etc. These provisions will be strictly enforced.</p>	<p>Amended</p>
<p>Paragraph IV - SWIMMING POOLS</p> <p>A. The Jefferson County Health Department regulates the operation and use of Montreat’s swimming pools. Many of the following rules and regulations are those of the Health Department. Non-compliance with such rules and regulations will result in suspension of pool operations or the owner of the pools (Montreat Condominium Community Owners Association, Inc.) being fined or both. All rules and regulations are for the purpose of ensuring maximum safety and pleasure for homeowners and their guests. <u>These rules and regulations will be enforced.</u> At any time a homeowner becomes aware of an infraction of the rules and regulations, that owner is requested to put in writing such infractions and send to the Management Company for investigation.</p>	<p>Amended</p> <p>B Approved 03/06</p>

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- B. The Montreat pool season shall be May 01 to October 15, unless changed by the Board of Directors. The pool decks may be used at certain other times when not locked: however, swimming is prohibited as chlorine levels will not conform to the standards of the Jefferson County Health Department.
- C. The following Rules & Regulations will also apply, however, before the opening of the pools in the Spring. Residents will be informed of anticipated alterations and/or changes regarding use of the pools by any owners and their guests.
1. No pets allowed inside the fenced pool areas.
 2. All children under 13 years of age must be accompanied by a responsible adult resident.
 3. Any guests must be accompanied, at all times, by a Montreat resident.
 4. Hours of operation are 9:00 a.m. until 10:00 p.m.
 5. No lifeguard is on duty. Swimming is at your own risk.
 6. Gates are to be kept latched at all times.
 7. No glassware is allowed inside the fenced pool area.
 8. Radios or any other musical instrument are allowed only if earplugs are used.
 9. No running, pushing or horseplay is allowed in the pool area.
 10. No skateboards, roller skates, bike or other type vehicles are allowed in the pool area.
 11. No small metal toys or other sharp objects are allowed in the pool area.
 12. Use commercially prepared suntan lotion only. No other kinds of oil creams are allowed in the pool.
 13. No cut-off or frayed swimming attire in the pool.
 14. The rope separating the deep and shallow ends of the pool is to be kept fastened at all times.
 15. All trash, cups, cans, cigarette butts, etc., must be properly disposed of in the trash receptacles.
 16. Children in diapers are not allowed in the pool at any time.
 17. Please use ashtrays for cigarettes.
 18. Pool furniture, trash receptacles, ashtrays, etc. must not be removed from the enclosed pool area under any circumstances.
 19. Recycle containers are available at each pool for your use.

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<p>Paragraph V - TENNIS COURTS</p> <p>A. The following Rules and Regulations will apply:</p> <ol style="list-style-type: none"> 1. <u>Reservation boards are provided for the tennis courts</u>: all homeowners or residents may wish to reserve a “TIME SLOT” for priority. Other residents or homeowners on the court unreserved must yield to those residents/homeowners with reservations. Reservations for court use must be limited to one (1) hour for singles, and two (2) hours for doubles. 2. Tennis courts are open from 9:00 a.m. to 10:00 p.m. 3. Tennis courts may be used by condominium owner residents and their guests only. 4. No pets are allowed on the tennis courts. 5. Smooth sole tennis shoes only. No “waffle” sole running shoes or any other type of shoe allowed on the courts. 6. No roller skates, skateboards or vehicles of any kind are allowed on the tennis courts. 7. Children under the age of 13 must be accompanied by a responsible adult at all times. 8. A non-resident guest must be accompanied by a resident adult owner. 9. No climbing on fences. 10. When you finish play, and on one else is waiting, close and lock the gate and <u>TURN OFF LIGHTS</u>. 11. No food, drinks (except water) or glassware allowed in court area. 	Amended
<p>Paragraph VI - PARKING AND DRIVING</p> <ol style="list-style-type: none"> A. The streets at Montreat are owned and maintained by the City of Vestavia Hills. Vestavia also imposes a maximum speed limit in the Montreat area of 20 mph. Residents are urged to obey this limit. B. The parking areas are owned by Montreat. Residents and guests must take care to park within lined spaces and not use more than one space with one vehicle. C. One exclusive parking space has been assigned by the board of Directors to each unit and has been denoted by painting the unit address on the curb or street. Only a resident of that unit shall park in such space. All other spaces are on a first-come, first-serve basis. No parking is allowed in walkway and <u>piggyback parking is prohibited</u>. D. <u>Boats, motor homes and other oversized vehicles may not be parked in front of a building</u>. E. No vehicles which cannot operate on its own power shall remain within the condominium property for more than forty-eight hours without the express permission of the Board and NO VEHICLE REPAIR other than washing and waxing 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. 	Amended

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<p>F. VEHICLES ILLEGALLY OR IMPROPERLY PARKED WITH REGARD TO THIS PARAGRAPH ARE SUBJECT TO TOWING AT THE OWNER’S EXPENSE AND/OR FINES.</p>	
<p>Paragraph VII - TRASH AND GARBAGE</p>	Amended
<p>A. Trash and garbage collection is a municipal service of the City of Vestavia Hills, and the city should be contacted for the schedule of trash pick up days.</p> <p>B. Large items of trash which will not fit in cans (boxes, Christmas trees, etc.) will be picked up only if such items are placed at the curb. Such trash must be placed at the curb no earlier than the night before suitably contained so that it will not blow about the property. GARBAGE MAY NOT BE PLACED AT THE CURB BUT MUST BE KEPT IN CANS UNTIL COLLECTED. RECYCLING CANS MAY BE KEPT NEXT TO THE GARBAGE CANS.</p> <p>C. Residents must place their garbage in <u>SEALED PLASTIC BAGS</u> and then in garbage cans <u>with lids placed on</u>. If cans are full, the sealed bag should be placed on top of a can within the trash enclosure to discourage dogs and other animals. NO PAPER BAGS ARE PERMITTED.</p>	
<p>Paragraph VIII – CLUBHOUSE</p>	Amended
<p>A. The clubhouse may be used by any Board member for such business as Board meeting or Committee Members meeting, free-of-charge on a reservation basis.</p> <p>B. For use of the Clubhouse for such affairs as social events, a reservation is required along with the following:</p> <ul style="list-style-type: none"> ➤ Clubhouse I: <ul style="list-style-type: none"> ○ a \$200.00 Security Deposit and a \$50.00 usage fee. ➤ Clubhouse II: <ul style="list-style-type: none"> ○ Both rooms: a \$200.00 Security Deposit and a \$75.00 usage fee. ○ Kitchen room: a \$200.00 Security Deposit and a \$50.00 usage fee. ○ Pool table room: a \$100.00 Security Deposit and a \$50.00 usage fee. <p>The Security Deposit and usage fee may be paid with cash or check. Your Security Deposit will be returned to you if the clubhouse is cleaned properly according to the “Clubhouse Check List” (See Page 15) and free of damage. IT IS UNDERSTOOD, HOWEVER, THAT YOU ARE RESPONSIBLE FOR ALL EXPENSES IN EXCESS OF THE SECURITY DEPOSIT THAT THE ASSOCIATION MAY INCUR AS A RESULT OF DAMAGE TO THE CLUBHOUSE, FURNISHINGS, OR POOL TABLE AND SUPPLIES.</p>	<p>B, G2, G4, G5 approved 04/04</p> <p>B, G2 Approved 01/06</p> <p>B, G2, G4, G5 approved 04/06</p>

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- C. Owners may schedule exclusive use of the Clubhouse, but not the swimming pool area, e.g., you may plan a pool or poolside party in conjunction with your clubhouse reservations but other Association members may exercise their right to use the pool or to occupy the poolside during your party.
- D. RECENT COURT DECISIONS HAVE HELD INDIVIDUALS AND OTHER GROUPS RESPONSIBLE FOR INTOXICATION THAT HAS RESULTED IN INJURY OR PROPERTY DAMAGE. THE BOARD CANNOT BE RESPONSIBLE FOR POLICING THE USE OF INTOXICANTS WHEN MEMBERS ARE USING THE CLUBHOUSE. THEREFORE, YOU (THE RESIDENT HOLDING THE RESERVATION) MUST ACCEPT THE RESPONSIBILITY FOR ANY PROBLEMS THAT MIGHT OCCUR AS THE RESULT OF AN INDIVIDUAL(S) BECOMING INTOXICATED AND CREATING A DISTURBANCE OR DAMAGE, ETC., ON THE ASSOCIATION’S PROPERTY AND/OR AFTER AN INDIVIDUAL DEPARTS THE ASSOCIATION’S PROPERTY IN AN AUTOMOBILE.
- E. Both clubhouses have full kitchen equipment including refrigerator, icemaker, range, dishwasher and sink with disposal. The Phase II clubhouse has two rooms and can accommodate parties of up to 100 people. The Phase I clubhouse can accommodate parties of up to 30 people. Please make your reservations based on the size of your party.
- F. The general rule for use of a Clubhouse is to enjoy it and leave it in a clean, well-maintained condition. As you do have an ownership interest, you should treat the Clubhouse as if it were your own home.
- G. RESERVING A CLUBHOUSE**
1. If a resident wishes to reserve one of the clubhouses, please call the Managing Company. For weekend use, the clubhouse must be reserved prior to 5:00 p.m., Friday afternoon.
 2. An “Agreement of Use” (Page 14) must be completed and signed. A Security Deposit with a usage fee as defined in Paragraph VIII B, must be made and the checklist picked up prior to use.
 3. Only an adult homeowner may reserve the Montreat Clubhouse. Children or other relatives, friends, roommates of a Montreat homeowner may not – under any circumstances – reserve a Montreat Clubhouse. The only exception to this policy shall be in the case of a lessee of a Montreat condominium unit owned by another. In this case, the lessee must have a letter from the condominium owner stating in fact that the bearer is a lessee of subject unit and has permission from the homeowner to use the Clubhouse in his/her behalf. A blanket letter must be retained by the Management Company’s files for this purpose. The unit owner is responsible for keeping the Management Company and the Association advised of the current lessee.

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4. Only an adult homeowner may complete the “Agreement of Use” form, make the Security Deposit, or pick up the keys. Under no circumstances may any other person do any of these things on behalf of the reserving homeowner. The only exception to this policy shall be in the case of a lessee of a Montreat condominium unit owned by another. In this case, the rules and procedures set out in the preceding paragraph 3 shall apply.
5. Under no circumstances may the Security Deposit be returned to the homeowner after use until the clubhouse has been thoroughly inspected by Montreat personnel. The deposit may be returned only during regular business hours Monday through Friday.

H. USE OF CLUBHOUSE

Parties for dependent children under 18 years of age must be attended for the duration of such party by the responsible adult homeowner making the reservation and deposit.

The sponsoring adult homeowner is responsible for cleaning the Clubhouse and completing and returning the Clubhouse Use Checklist. The Deposit or a portion thereof will be forfeited for improper or incomplete cleaning or for damage incurred.

Guests are the direct responsibility of the homeowner who invites them. Any damage done to a clubhouse as a result of abuse will be borne by the homeowner sponsoring the function.

Clubhouse furnishings may not be moved outside to accommodate a party, nor may any furnishings or other equipment that belongs in the clubhouse be borrowed from the clubhouse.

Any activity which is against federal, state or local law is specifically prohibited in the clubhouse or in any other common area.

Specific examples include the use or possession of marijuana or any other restricted substance and persons below the legal drinking age in Alabama possessing or consuming alcoholic beverages.

Wet bathing suits are not allowed in either clubhouse (except for Phase II hallway for access to restrooms which will be open during the pool season)

Parties should end and clubhouse be locked with lights out and thermostat set as shown on checklist by 2:00 a.m. **UNDER NO CIRCUMSTANCES MAY PERSONS STAY OVERNIGHT IN THE CLUBHOUSE.**

The clubhouse should be cleaned according to the checklist by 11:00 a.m. of the day following the reservation.

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CLUBHOUSE USE CHECKLIST

Name _____ Address _____ Date _____

Phase I _____ Phase II Pool room _____ Phase II Kitchen room _____

INITIAL

- _____ 1. Carpet vacuumed (User to furnish vacuum cleaner)
- _____ 2. Upholstered furniture vacuumed
- _____ 3. All trash removed from clubhouse premises following use
- _____ 4. Remove all food and other items from refrigerator
- _____ 5. Countertops, appliances and cabinets cleaned thoroughly
- _____ 6. Mirrors cleaned
- _____ 7. Tabletops cleaned
- _____ 8. Empty and wash all ash trays
- _____ 9. Vinyl floor cleaned
- _____ 10. Run dishwasher to wash all clubhouse glasses, dishes or utensils used.
- _____ 11. Brush pool table, return pool sticks, balls, chalk, and brush to management company.
- _____ 12. Restrooms cleaned
- _____ 13. If fireplace used, remove ashes, clean fireplace area and stack unused wood neatly on hearth
- _____ 14. All lights turned out
- _____ 15. Thermostat set at 80 degrees (summer) 60 degrees (winter)
- _____ 16. All doors locked. The main entrance door to Clubhouse # 2 should remain unlocked to allow access to the restrooms. (revised 06/06)
- _____ 17. **IF CLUBHOUSE IS RESERVED FOR DAY IMMEDIATELY FOLLOWING YOUR USE, YOU MUST COMPLETE THE CLEANING PRIOR TO THAT RESERVATION AND RETURN THIS CHECKLIST AND KEY ON THE FOLLOWING DAY.**

SIGNED _____ DATE _____

For use of Montreat Personnel
Damage Notes on additional cleaning needed:

Employee _____ Date _____

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Paragraph IX – SALE OR LEASE OF RESIDENCE	Amended
<p>A. The sale or lease of a residence is subject to the Provisions of the Declaration and these Rules and Regulations.</p> <p>B. Residences must be leased or sold for residential purposes.</p> <p>C. LEASE –</p> <ol style="list-style-type: none"> 1. Leases must be submitted to the Sale/Lease Committee for approval and a copy provided for the Association file. 2. Any lease agreement must contain the following: “The terms of this lease agreement shall be subject in all respects to the provisions of the Declaration, By Laws and Rules and Regulations of Montreat, a Condominium Community, and any failure by the Lessee to comply with the terms of such documents shall constitute a default by Lessee”. The Committee shall then deliver to the new lessee the Condominium documents including these Rules and Regulations. 3. All leases shall be in writing. 4. No lease shall be for less than 12 months nor cover less than an entire unit. No room may be rented nor transient tenants accommodated. 5. A letter must be on file from the owner in order for Lessee to have the right to use the Clubhouse (See Page 14). 6. Other than the foregoing, there are no restrictions on the right of any unit owner to lease his unit. 7. The homeowner is responsible for retrieving the pool key from departing lessee(s). <p>D. SALE –</p> <ol style="list-style-type: none"> 1. Sale of a unit is subject to the Declaration and on the terms of these Rules and Regulations. 2. A pending sale of a residence must be reported to the Sale/lease Committee 10 days prior to the anticipated closing of such sale. The Committee shall then deliver to the new Purchaser the Condominium documents including these Rules and Regulations. The new Purchaser shall be required to acknowledge in writing receipt of such documents and agree to abide by their provisions. 3. The purchase and sale contract should provide for the proration of the monthly Assessment as of the date of closing. 4. One “For Sale” sign not to exceed an approximate size of 18” x 24” may be placed in one window of the subject unit. No sign may be placed anywhere else on the condominium property. 	<p>C 7 approved 06/06</p>

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Paragraph X - GENERAL	Amended
<p>A. LAWFUL USE – No immoral, improper, offensive or unlawful use shall be made of the condominium property or any part of it, and all valid laws, zoning ordinances, building codes and regulations of all governmental bodies having jurisdictions shall be strictly observed.</p> <p>B. NUISANCES –</p> <ol style="list-style-type: none"> 1. No nuisances shall be allowed upon the condominium property nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. 2. All parts of the condominium shall be kept in a clean and sanitary condition and not rubbish, refuse, or garbage allowed to accumulate nor any fire hazard allowed to exist. 3. No unit owner shall permit clothes, towels, or any other items of personal property to be hung, draped, or otherwise displayed on the unit’s porch or patio or out of the unit’s windows or railing outside of the unit for the purpose of drying or for any other purpose in a manner which would allow said clothing, towel, or other personal property to be viewed by any other person occupying or using the condominium. 4. No unit owner shall permit any use of his unit or make any use of the common elements that will increase the cost of insurance upon the condominium property. 5. Temporary curtains such as sheets hung over windows are permissible for a period of 30 days <u>only</u> unless permission is granted by the Board of Directors for a longer period. Curtains or drapes should be lined with white or off-white so as not to distract from the appearance of the building. <p>C. EMPLOYEES –No resident shall direct the actions nor in any way impede the effectiveness of any Association employee.</p> <p>D. SOLICITING – Door-to-door soliciting or the door-to-door posting of handbills is not permitted without the written consent from the Board, in which case the solicitor will carry such authorization properly signed by a member of the Board. Unauthorized solicitors should be reported to the office as they are trespassing on private property.</p> <p>E. COMPLAINTS – Complaints about other residents, common area violations, pets, parking, etc, must be made in writing, signed and directed to the Board of Directors, Montreat Condominium Homeowners Association, Inc., in care of the Managing Company. Details and names of offending parties should be included in the written complaint. All complaints will be investigated and if warranted, necessary action will be taken. The identity of the resident initiating the complaint will not be divulged. <u>UNSIGNED LETTERS OR PHONE CALLS OF COMPLAINT WILL NOT BE ACTED UPON.</u></p>	<p>Section H approved 04/87 Section H approved 05/06</p>

Information/Rules and Regulations
Montreat Condominium Community Owners Association, Inc.
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F. RIGHT TO IMPOSE FINES AND/OR EXPENSES –

The Board of Directors is granted the authority to charge expenses to a homeowner which the Association has incurred due to such homeowner's negligence or failure to comply with the Covenants and Rules and Regulations of the Condominium and the Association.

The Board is further granted the authority to impose fines of up to \$150.00 against a homeowner for such non-compliance. Such fines and/or charges become an immediate lien against the subject property.

G. PAYMENT OF MONTHLY CONDOMINIUM ASSESSMENT –

1. The monthly condominium assessment is due on the first day of each month. It is delinquent after the 15th day of the month due. All sums not paid on or before the 15th of each month shall be charged a \$20.00 late fee.
2. For assessments delinquent for 30 days, a lien will be filed by and in favor of the Homeowners' Association, which said lien shall also secure all attorney fees, including but not limited to fees for appellate court representation incurred by the Association incident to the collection of such assessment and enforcement of such lien.

H. GARAGE/YARD SALES –

1. There will be no individual garage sales, yard sales, estate sales or moving sales allowed within the Montreat Condominium complex. Violators of this rule will be subject to a fine of up to \$250.00 per violation.”
2. There may be an annual community garage/yard sale as designated by the Board of Directors.