

Woodland Village Condominium Association
Rules and Regulations
Association Documents
Revised 07/15/2005

Copies of the following documents may be obtained from the Managing Agent.
There will be a charge of \$35 for replacement of the set.

1. Woodland Village Condominium Declaration of Condominium.
2. Articles of Incorporations of Woodland Village Association (as amended).
3. By-laws of Woodland Village Condominium Association.
4. Woodland Village Condominium Association Rules and Regulations.
5. Copy of the most recent Proposed Budget.

The 1991 Alabama Uniform Condominium Act may be obtained from
the Alabama Secretary of State, Internet or Managing Agent.

At the time of sale, the seller must furnish a complete copy of each of the above listed documents to the purchaser. The Managing Agent requires a 10-Day Notice and a charge of \$35.00 to transfer Ownership. For financing purposes, there is a \$75.00 fee for a PUD/Condo Mortgage letter.

THE BOARD RESERVES THE RIGHT TO CHANGE OR AMEND THESE RULES AT ANY TIME.

Fees, Fines, Penalties and Payment Enforcement

1. There is a monthly condominium fee which is periodically set by the Board of Directors that covers the following elements:
 - (I) Utilities - Gas, Water and Garbage pick-up
 - (II) Maintenance and repairs, Landscaping, Grounds, and Pool operations
 - (III) Administration - Managing Agent's fee and other expenses to run WVCA
 - (IV) Capital expenditures and Improvement - major pool renovations, etc.
2. The monthly maintenance fee is due and payable by the first of each month. Payments received after the 15th by the condominium's Managing Agent are classified as late and the owner will be assessed a late fee set by the Board of Directors.
3. The owner of an individual Woodland Village unit is solely responsible for payment of all maintenance fees, regardless of the lease/rental agreement between the owner and lessee/renter. Accordingly, the Board will assess late fees solely to the unit's owner.
4. Failure of any owner and/or resident (resident defined as either owner occupying his/her own unit or/a tenant/lessee of a unit) to comply with these documents shall be grounds to recover any sums due or damages or injunctive relief or any or all of them. The Board is empowered to act on behalf of Woodland Village, or on behalf of an individual owner or owners. It is the Board's policy to expect prompt payment of fees, expenses, charges, fines and penalties which is defined as within 15 days for fees and ten days from official notification for all other.

The Board of Directors will establish from time to time, both policy and a schedule of late payment charges and fines that will be provided by our Management Company. Such a schedule is to be considered as an attachment to the Bylaws of the Association.

General Rules and Regulations

1. Soliciting door to door within the complex is not permitted and violators should be reported to the Homewood Police Department.
2. The bulletin boards are for Association posting only. All other items affixed to the bulletin board will be removed. No advertisements, notices, etc., other than Board use are permitted.
3. The complex maintains quiet hours from 11:00 P.M. to 7:00 A.M. Excessive loud playing of stereos, TV's, use of loud appliances/garbage disposal and pet noises (which are a nuisance to neighbors) is not permitted. These are subject to Grievance procedures including fines and penalties.
4. No alteration to any exterior portion of the complex including buildings or landscaping is permitted; only the Board may accomplish such changes or modifications. You may submit a letter asking for approval for any changes in plantings, etc., and after the Board makes a decision on your request for approval or denial, a letter will be sent to you informing you of their decision. If approved, this change will be on an approval form and filed with the secretary.
5. Any renovations within a unit involving removal or relocation of walls require the consent and approval of the Board. Such request must be accompanied by applicable plans and specifications as well as a building permit (if required).
6. Pest control efforts undertaken by the Board require access to units. If admittance to the units is not gained the owner and/or resident has 10 working days to supply a copy of an interior pest control contract to the Managing Agent.
7. Mailboxes are the property of the Federal Government. Repairs to individual mail boxes (normally hinges and locks) and lost keys are the responsibility of the mail box owner.
8. Fireworks use within the complex is not permitted.
9. Residents are responsible for the conduct of their children at all times. Improper child conduct such as climbing on utility shed, the entrance sign, or by marking or defacing of property in the common areas will subject the residents to fines and penalties for improper conduct.
10. The Association, through the Managing Agent, maintains a database of information concerning both owner/residents and/or tenant residents.
 - (I) New owners are required as part of the closing process to provide the Association a data sheet which is maintained by the Managing Agent
 - (II) Owners are required to furnish new data whenever they lease their units providing the new tenant's data sheet with the new changes within 30 days. Failure of the owner to provide tenant information will subject the owner to a fine.
 - (III) Both owners and residents will be surveyed with a data sheet annually to update the database; completion of the form is not optional and subjects owners to a fine for non-compliance whether it is the owner or tenant not in compliance.
11. Request for repairs and other administrative matters should be in writing except for emergencies and directed to the Managing Agent, to establish a written history of any problem that could become an owner to owner issue or an Association expense. Complaints are required to be in writing to the grievance committee.
12. No general signs of any type may be affixed to any part of the complex, building or grounds. There is an exception if it is a yard or tag (garage) sale. This can be done by notifying the Board and getting approval for the signs for a limited time the day of the sale.
13. "For Sale" or "For Rent" signs may only be displayed from within the unit. (Note: the purpose of the sign is to help identify the particular unit for sale or rent rather than as an advertising medium):
 - (I) One standard size "for Sale" or "For Rent" sign for a unit is permitted on common property during the hours of an "Open House", if a real estate agent or unit owner is present in the unit involved and the unit is open for inspection.

- (II) The sign must be placed on the ground either at the entrance or at the entrance in front of the unit during the open house on Sundays (Note: hours limited to 1:00 P.M. to 5:00 P.M.).
 - (III) Removal of the sign at the close of the open house is required; failure to remove signs from the common property may result in a fine to the unit owner.
14. Unit owners are responsible for the following:
- (I) Repair, replacement and maintenance of patio screens, window screens and replacement of broken window panes;
 - (II) Repair, maintenance (except exterior painting) for door and lock on doors to units;
 - (III) Repairs of plumbing leaks occurring from toilets and tubs as well as repair or replacement of leaky faucets, garbage disposal, washing machine drain lines;
 - (IV) Cleaning and maintenance of air conditioning condensation drain lines.
15. Damage to another unit caused by any of the above repairs is the Unit owner's responsibility. Failure to correct any such condition which requires the intervention of the Board in order to correct will result in charging the unit owner for repairs and the possibility of the assessing of other penalties which are subject to late payment penalties, liens and foreclosure.

Automobiles, Streets and Parking Lots

1. The speed limit anywhere within the complex is 10 MPH and is posted at the front entrance.
2. Dumpsters: \$100.00 Immediate fine to Unit Owner if Resident/Tenant/Contractor found to be placing furniture, construction materials, paint cans, unfolded boxes inside/outside dumpster. This causes damage to the garbage trucks.
3. All vehicles must be parked within the marked parking space. Improperly parked vehicles are subject to Association imposed parking fines and/or towing.
4. Vans and trucks (due to length, height, and/or size) are PROHIBITED from parking in spaces near the main entrance, or other prime spaces, which impede ingress/egress within the complex or where it blocks the view of traffic. Because of hindering eyesight to other smaller vehicles, they should be parked in the off street parking areas.
5. There are no designated or assigned parking spaces within the complex with the exception of handicapped parking spaces. The handicapped Spaces are on a first come, first serve basis and are not assigned.
6. Reverse parking is permitted on a temporary basis to facilitate the transfer of household goods during a move.
7. No vehicles over two ton capacity (defined as a vehicle greater than a six wheel pick-up), recreational vehicles (RV's), and boats and/or boat trailers owned by a resident, are not to be permanently parked within the complex. Such vehicles will be towed from premises at vehicle owner's expense. Exceptions to these regulations are as follows: a visiting guest owns
 - (I) rented moving truck
 - (II) trailers used for moving
 - (III) RVAll are subject to a 72 hour maximum parking rule, provided that such vehicles are parked in a location that does not impede normal flow of traffic within the complex.
8. Storage of any vehicle is not permitted with the exception of resident's vehicles parked during a vacation. Storage is defined as a vehicle parked in the same space for seven or more consecutive calendar days. Residents should notify the Managing Agent to avoid a possibility of having the vehicles towed. This towing will be at the owner's expense.

9. No vehicle repair/maintenance is permitted other than necessary work or emergency repairs to get the vehicle moved to a service facility. Washing (please remember to conserve water), waxing, and car vacuuming/cleaning is however permitted.
10. Inoperable vehicles (defined as a vehicle without a current tag or one which cannot be moved in its present condition under its own power at the time of the violation) may not be parked in the complex for any reason. Owners will have 24 hours from notice to remove the vehicle(s) in question or it will be towed at owner's expense.
11. The Association requires that all residents who use the complex parking facilities/spaces to have their vehicle registered with the proper motor vehicle department. The car should be registered in the state where you maintain your permanent residence. Vehicles parked within the complex that are unregistered will be reported to the Homewood Police Department. Proper registrations ensure the Board (in most instances) that the vehicle's owner is carrying minimum liability insurance, which protects other vehicle owners from economic loss, should an accident or damage occur.
12. In cases where property damage is sustained to any portion of the exterior walls caused by any resident or guest of any resident, the resident will be billed for the repair cost. Damage from the improper use of a BBQ grill or attaching anything with use of nails, screws, etc., improper use of a bicycle that causes damages to a parked automobile or other conveyances are all considered to be under the control of the resident and if not corrected will be repaired and then billed by the Association to the offending Unit owner.
13. If a common area is used for any reason, residents are responsible for cleaning up the common area upon completion of use. Littering common areas including parking areas is considered a serious offense and subject to fines and penalties. Litter, which identifies the owner/abuser (such as junk mail), will be considered as sufficient evidence to levy a fine on the resident.
14. The basketball goal installed at the end of Building 1000 is for resident use during daylight hours only.

Animals and Pets

1. All pets (dogs, cats and other domestic animals permitted under Homewood ordinances) are required to be on a leash when being walked within the complex. Loose animals are in violation of the Homewood City Ordinances and the Animal Control Office will be contacted to remove uncontrolled pets. This is a no warning violation as it is a safety issue involving children.
 - (I) All pets must wear a collar with an identifying tag.
2. Cat litter must be disposed of in tied plastic bags and placed in the Dumpster.
3. Use of bird feeders is to be on an approval basis only. The owner/tenant will have to write the Board and relate the details as to the type, style and planned placement of any bird feeders. The Board will then inform the Unit Owner/Tenant by letter if their type of bird feeder is approved or denied according to the details provided to them. Anyone not on record for asking approval may receive a fine for non-compliance.
4. Use of animal feeders is prohibited within the complex. This is because they attract wild raccoons/ants, etc. Pets may not be left on a deck/patio unattended at any time due to noise restraints in place, per our Rules.
5. The Association requires all Residents to use a pooper-scooper when walking their pets within the complex. Residents must carry these at all times to pick up and properly dispose of animal excretions when exercising their Pets. This is a no warning violation as it is a health hazard particularly for smaller children.

Clubhouse

1. The clubhouse is available to all residents on a reservation basis as follows:
 - (I) Reservations can be made through the Clubhouse Chairman up to 90 days in advance
 - (II) the reservation is confirmed when a \$120 deposit has been made and for Resident non-owners, an acknowledgment of the unit owner is provided (Note: only the owner may execute the acknowledgment- this excludes the Managing Agent and members of the Board of Directors from signing for the Unit owner)
 - (III) Unit's owner by acknowledging the reservation, will assume responsibility for any damages resulting from renter's use of the facilities
 - (IV) The reservation check should be made payable to the Woodland Village Condominium Association and presented by the next regularly scheduled Board meeting, but not less than seven days before the reservation.
2. If a reservation is cancelled, there will be a forfeiture of a portion of the deposit (currently \$20 see schedule of fines and penalties) unless such a cancellation is made less than 48 hours prior to the reservation, the forfeiture will be twice the rate.
3. Access to the clubhouse can be obtained within 48 hours by obtaining a key, inspection checklist, and Association information/documents from the Chairman of the Clubhouse.
4. Clubhouse use:
 - (I) Resident reserving the Club House must be present during the activities
 - (II) no smoking in the club house
 - (III) paper streamers while permitted should not be hung near the ceiling fan
 - (IV) parking for non-resident guests is limited to the area (off street parking) of the complex past Buildings 400 and 500
 - (V) Clubhouse capacity is 50 persons for safety purposes and may not be exceeded
 - (VI) outside doors must be closed during activities
 - (VII) No bands are permitted, party noises should not be so loud as to disturb near-by residents
 - (VIII) outdoor grill cooking is permitted, provided it is done outside the pool compound (right of clubhouse near large rock). Cooking may not be done within the enclosed area.
5. Use of swimming pool and pool area is not included with the use of the clubhouse facilities. No wet bathing attire is allowed in the clubhouse.
6. Activity must be terminated by 12:00 A.M. (midnight) unless approved by the clubhouse chairman at the time reservation deposit is made.
 - (I) At the end of the function, the thermostat should be turned off (set to 60 degrees during the winter), lights and fans off and doors locked. By 12:00 P.M. (noon) the next day after the event, the clubhouse must be cleaned - rugs vacuumed, kitchen mopped, ashes removed from fireplace (if used), furniture dusted/wiped, furniture replaced in its original location, etc.
7. Keys and check off list must be returned to the Clubhouse Chairman who will inspect the clubhouse. If a cleaning service (solely in the opinion of the Chairman) is required, such costs will be deducted from the deposit or billed to the resident.
8. Any two members of the Board are authorized to terminate an event, if in the opinion of those members, it becomes disruptive and/or a nuisance to other residents.
9. Failure to abide by these particular rules associated with the use of the clubhouse will result as a minimum forfeiture of clubhouse privileges and possibly fines and/or penalties.

Swimming Pool and Pool Deck

1. Daily pool and deck hours are 7:00 A.M. to 10:00 P.M. The Board on an annual basis will establish pool season with residents being notified by bulletin board notice and through the Association's newsletter.
2. The Association does not provide a lifeguard at any time. Residents and guests swim at their own risk. The Association recommends as appropriate the use of the "buddy" system when using the pool.
3. Residents are permitted to have guest use the pool and deck area. A resident must be in attendance at all times guests are using the pool facilities. A maximum of five guests is permitted at any one time.
4. Proper swim attire only must be worn. No cut-off denim shorts are allowed.
5. A resident adult (18 years or older) must accompany children under the age 12 at all times. The Board and the residents living near the pool expect discrete behavior from all persons using the pool facilities. Loud and boisterous activities are not permitted at any time in consideration of the residents.
6. Inside the fence area the following rules apply
 - (I) No pets or animals of any kind allowed for any reason
 - (II) No glass containers,
 - (III) No running, rough play, "horse play" or diving into the pool,
 - (IV) Eating is permitted only on the pool deck; residents are reminded to pick up/clean up
 - (V) Beverages may be consumed only on the pool decks and is not allowed in the pool;
 - (VI) Stay off the rope dividing the deep and shallow ends of the pool; (Note: Homewood Board of Health requires the rope to be in Place at All Times!) Some of the residents have been removing this to swim laps and it is NOT PERMITTED! If rope is missing or broken, health regulations require that we shut down the pool!
7. Children who are not fully toilet trained must wear pool compatible diapers (little swimmers) NO EXCEPTIONS. If an accident (human excrement) occurs in the pool, the following procedures apply:
 - (I) pool will be closed immediately;
 - (II) excrement must be removed from the pool water by the responsible party immediately and disposed of properly
 - (III) the Managing Agent should be notified to complete the closing procedures
 - (IV) the pool will remain closed for a minimum of 24 consecutive hours to permit water treatments.
8. When "POOL CLOSED" SIGNS ARE PLACED ON THE GATES; NO ONE IS PERMITTED TO ENTER INSIDE THE FENCE AREA FOR ANY REASON, INCLUDING SUNBATHING. The Board views any violation of the rules associated with pool operations as a serious matter-primarily because of HEALTH AND SAFETY issues. And such violations will be acted upon accordingly including FINES AND FOREITURE OF POOL PRIVILEGES.

Laundry Room

Rental Managers is in charge of the laundry room. A glass door has been installed for security reasons. Any resident wanting to use this laundry room must apply for a Key and Deposit \$25 with Rental Managers to obtain one. This deposit will be refunded when requested by the resident if the key is returned when the laundry room use is no longer needed. This new rule has been put into place to keep outside people from using our facilities and to try and prevent vandalism.

Exterior Decks, Breezeways and Passageways

1. Passageways/Breezeways may not be used either for storage and/or an extension of the unit for Storage. Items such as plants, potted plant stands, furniture, bric-a-brac, shelving, bikes, toys, trash, boxes, garbage bags, trash and/or appliances is prohibited. The only exception is when items are to be picked up by a charitable organization. The following procedures will apply to this exception:
 - (I) the items must be properly marked and identified when left in the passageways and breezeways. Markings must include the name of the receiving charitable organization;
 - (II) after no more than 48 hours the items are to be removed by the resident if not picked up by the organization. Items left longer than the above permitted time will be removed by the Board at the resident's expense
 - (III) appliances with doors must be taped shut, with the door placed against a wall to prevent access by children.
2. Use of BBQ grills Open-flame charcoal and gas grills are NOT PERMITTED on the Unit decks. Any misuse of a open-flame grill on the deck or damage to the vinyl siding will the financial responsibility of the Unit owner to correct and if not corrected, will be repaired and then billed by the Association to the Unit Owner for the damage.
 - (I) Homewood has implemented a code regulation concerning the use of open flame-prevent cooking devices. "501.5 from the code read "Open flame-cooking devices shall be prohibited on balconies of multiple-family dwellings of two or more stories in height, or within 10 feet of the building.
3. The use of exterior plants is encouraged, however, residents are reminded to make sure that when watering and tending to plants on upper decks to be sure that any excess water and dirt does not drain onto the deck or patio below. All plantings have to have approval from the Board in letter form signed by the Boards signatures to assure accuracy for approval. All containers must have saucers for keeping water contained! Complaints or improper attention may lead to grievance procedures.
4. No items including hanging flowerpots or wind chimes may be affixed to a deck without the prior approval of the board. This must be in writing and include the details of what is to be hanging, the type, etc. and is to be provided in writing for the Board's approval. At the Board's decision, the resident/ tenant will be given the approval or denial in a written letter, and then these hangings will be considered acceptable. Anyone not in compliance will be asked to remove any items not approved or fines and penalties can be implemented.
5. All items to be permanently affixed to a deck or the installation of any storm or security door require the specific approval of the Board prior to installation. An Approval Agreement of Installation must be executed between the Board and Unit owner and can only be signed by the President of the Board on behalf of the Board and Association and the Unit owner before the project is started. The following ITEMS are considered as acceptable additions:
 - (I) storm and security doors in white, bronze tone or black;
 - (II) deck swings;
 - (III) deck bamboo shades;
 - (IV) deck carpeting for concrete floors, gray only in a color matching building siding;

- (V) Fiberglass or metal corrugated ceiling panels for lower decks with a full deck above at a color approved by the Board.
6. Concrete patio floors need approval for any changes.
 7. All items affixed to decks as well as storm and security doors shall be maintained in an acceptable appearance and in good working order and at the expense of the Unit owner
 - (I) Items found to be in disrepair, unsightly condition and/or inoperable must be repaired or they will be removed by the Board at the expense of the owner
 - (II) the unit owner will have until the following monthly Board meeting in which a notice is received to make repairs acceptable to the Board OTHERWISE the unacceptable item will be removed.
 8. Decks are the responsibility of the Association and are not individually owned by the Owners and are not to be used as storage facilities. Appliances, ladders, tools, automobile items, etc., are not to be stored on decks/patios. The Board will notify and/or warn residents/tenants that such a violation is occurring by letter. The resident/tenant will then have until the next Board meeting (but not less than 30 days) to correct the infraction. Note: The exception to this rule is: if an infraction warning letter is placed on an offending item, this notice gives the owner/tenant a 10 day notice to remove then a fine will be issued. All fines and penalties implemented are held against the Unit Owner.
 9. No planters or flower pots/containers are allowed on any deck railing for any reason. Flower pots and other items may not be placed onto the deck railings on any level or allowed to hang over the outside of the upper railings for safety reasons. All planters, containers, vases, etc., on the wooden deck floors must have saucers placed beneath them to prevent rotting the deck flooring.
 10. Deck railings may not be used as a drying line. Mops, swim suits, towels, laundry and other items of a similar nature may not be placed on deck railings including the above mentioned planters/containers!

Grievance Procedures

In order to enforce any rule pertaining to Woodland Village Condominiums: any resident, homeowner or tenant may file a grievance when a rule is being ignored by another resident.

1. A letter of grievance may be submitted to the Grievance Chairman by any resident (homeowner or tenant) of The Woodland Village Association. Letters of grievance (Complaint) must indicate the time, date, location and the unit involved, explanation of the grievance, rule violation and be signed by the resident (homeowner or tenant). Letters not signed will be considered malicious vandalism.
2. The Grievance Chairman will review the letter of grievance and if it is deemed necessary, a letter of WARNING will be mailed to the unit owner regarding the violation. Repeated violations of the same complaint will be fined \$25 and up to \$200 if the violation continues. See below for fines implemented for offenses.
3. A unit resident (homeowner or tenant) has the right to submit written rebuttal to the Grievance Chairman within seven days from the letter of warning or fine. A resident (homeowner or tenant) shall contact the Association's Secretary to be placed on the meeting agenda. If a rebuttal is not received the letter of warning or fine will be considered accepted by the resident (homeowner or tenant).
4. If the grievance situation is not corrected or repeated infractions of the same rule continue to occur, the letters or fines will be mailed to the homeowner or tenant involved. The rebuttal procedure indicated above will also apply.

The Woodland Village Board of Directors has established the following schedule:

Warning letters: Infractions of the rules concerning the maintenance fees, breezeways, speeding, misuse of decks, parking violations, Pool and Common area violations:

\$25.00, 1st offense, \$ 50.00 2nd, and \$100.00 3rd If ignored or UN paid, then Unit owner will be sent to Attorney for collection after 90 days.

Immediate Violation! NO Warning letters required!

1. Pet Rules: 1st: \$25.00, 2nd: \$50.00, 3rd \$100.00 for offense. If ignored/or unpaid then Unit owner will be sent to Attorney for collection.
2. Dumpster violations-\$100.00 Immediate Violation! Owner/Tenant will be billed for the cost of removal of abandoned items.

All Complaints received for the Grievance committee will be held in confidence and No names will be given to the offender. If we are to enforce these rules, we must ask for your full cooperation. Otherwise, please do not complain.

Any Residents/Tenant that resides here needs to notify any Board member if they are witness to infractions. Please time and date any occurrence and fax or mail it to Rental Managers. The Grievance Committee will review and decide what is needed to correct any problems. We need your Help! It is not fair to place only these Board members in the position as the only ones attempting to get offending neighbors to obey the Rules and Regulations.

We need for everyone who wants this neighborhood to be a cleaner, neater and healthier environment to assist us. The Board is made up of your neighbors who have volunteered their time to help maintain our complex. We need anyone who would like to help us to fill out an application and join us in this endeavor. Instead of complaining, be a part of the Board and help make the decisions that are in everyone's best interest. The Board meets every 4th Tuesday at 6:00 in the Clubhouse. Please attend and be a part of this Association.

The Woodland Village Association Board reserves the right to change or amend these rules at any time.