

**RULES AND REGULATIONS**

**FOR**

**LEVIN'S BEND**  
**CONDOMINIUM ASSOCIATION, INC.**

## Table of Contents

I.	GENERAL.....	1
II.	USE OF UNIT.....	2
III.	ENTRY INTO UNITS.....	2
IV.	MAINTENANCE AND UPKEEP.....	4
V.	DISTURBANCES AND NUISANCES.....	4
VI.	BALCONIES.....	5
VII.	TRASH AND GARBAGE.....	7
VIII.	STORAGE.....	7
IX.	PETS.....	7
X.	PARKING AND VEHICLES.....	8
XI.	SERVICES AND COMPLAINTS.....	9
XII.	ENFORCEMENT PROCEDURES AND HEARINGS.....	9
XIII.	MEETINGS OF THE BOARD.....	12
XIV.	RESOLUTION.....	13

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**I. GENERAL**

a. PURPOSE

These Rules and Regulations (these "**Rules**") have been adopted by resolution as part of that certain Unanimous Written Consent in lieu of the First Meeting of the Board to establish standards for conduct at the Condominium and procedures for operation of the Association. These Rules may be amended or supplemented by the Board from time to time.

b. RESPONSIBILITY OF UNIT OWNER

i. A Unit Owner is primarily and ultimately responsible for his or her own conduct and for the conduct of all Occupants of the Unit, including family members, guests, invitees and lessees, while such Occupants are in the Unit, the Common Elements, or the Limited Common Elements (collectively, the "**Condominium**"). Unit Owners are responsible for informing Occupants of these Rules.

ii. A Unit Owner is responsible for informing real estate agents and prospective purchasers of the Unit of these Rules by furnishing copies of these Rules with any resale certificates and/or other purchase or closing documentation.

c. DEFINITIONS

The definitions contained in the Declaration of Condominium of Levin's Bend (the "**Declaration**") are incorporated herein as part of these Rules and shall apply to define all capitalized terms. All references to Unit Owners in these Rules shall also include all Occupants, including family members, guests, invitees and lessees of such Unit Owner. If there is a conflict between the terms of the Declaration and these Rules, the terms of the Declaration shall control.

d. VIOLATIONS

For any violation of these Rules, the Association may recover any monetary damages, levy fines, suspend rights to vote or suspend the right to use parking facilities or other services. The Association also may initiate legal action to recover any sums due or to seek injunctive relief or for any other remedy available at law or in equity. None of the more specific penalties provided herein is intended to restrict the more general rights of the Association. Remedies are cumulative and the selection of one remedy does not preclude the use of others.

**II. USE OF UNIT**

- a. A Unit Owner shall not display any sign, advertisement or notice of any type on the Common Elements or Limited Common Elements, other portions of the Project, or in or upon his or her Unit so as to be visible from the Common Elements, or any parkway or street at the Project.
- b. No obnoxious, unpleasant or offensive activity shall be carried on, nor shall anything be done, which can be reasonably construed to constitute a public or private nuisance.
- c. A Unit Owner shall not install any storm shutters, awnings, hardware or the like, except for appropriate, temporary storm prevention measures at times when severe weather is forecast for Baldwin County, Alabama.
- d. No solicitation for any purpose shall be allowed without the prior written consent of the Board, which consent may be withheld at the Board's sole and absolute discretion.
- e. A Unit Owner shall not be permitted to put his or her mailbox number, name or street address on any portion of his or her Unit, except in such place and in the manner approved by the Board for such purpose.
- f. No Unit Owner shall use or permit to be brought onto the Condominium Unit or any Limited Common Element any flammable oils or fluids, such as gasoline, kerosene, naphtha or benzene, or other explosives or articles deemed extra hazardous to life, limb or property, except as may be necessary in connection with the ordinary and permitted use of Limited Common Elements, such as a parking space, if any.

**III. ENTRY INTO UNITS**

- a. The walkways, entrances, drives, parking spaces, courts, corridors, stairways and ramps shall not be obstructed or used for any purpose other than ingress and egress to and from the Building and the other portions of the Project.
- b. The agents and employees of the Association and any contractor or worker authorized by the Association may enter any Unit at any reasonable hour of the day for the purposes permitted under the terms of the Condominium Instruments. Entry will be made by prearrangement with the Unit Owner, except under circumstances deemed an emergency by the Association or the manager, if any, in which case entry may be immediate and without notice, regardless of the time of day.

Reasons for such entry may include, without limitation, the following:

- i. The threat of fire, flood, or any emergency or any other condition that may adversely affect the Common Elements or other Unit(s).

- ii. The threat of illness or danger to the Owner or Occupant.
- iii. Inspection of the Unit, upon the showing of reasonable cause, for the presence of any vermin, insects, or other pests, or of other health hazards, and for the purpose of exterminating such vermin, insects, or pests or removing such hazards in accordance with Section 20.3 of the Declaration.
- c. The Association does not intend to cause a master key or passkey system to be used for the Condominium. In accordance with Section 21.7 of the Declaration, each Unit Owner shall provide current keys to the Association for emergency purposes (“**Emergency Keys**”).
- d. No Unit Owner shall alter the outward appearance of any door except to install a deadbolt lock.
- e. The Emergency Keys shall be coded in such a way as to prevent identification by unauthorized persons and secured by the Association in a locked box.
- f. Emergency Keys may be used to admit an Owner who is inadvertently locked out of the Unit. Persons locked out may contact the appropriate designee of the Association who will notify the appropriate personnel on duty to provide access. Proper identification will be required by the Owner or Occupant because Unit access will not be provided without proof of identify and residency. If an Emergency Key is needed for this purpose between 5:00 P.M. and 8:00 A.M. a fee of \$35.00 will be charged.
- g. Emergency Keys will not be used to admit guests or other visitors. If the Unit Owner will not be at the Unit when guests or visitors arrive, prior arrangements should be made for access to the Unit.
- h. If an Emergency Key has not been furnished and if access to a Unit is warranted as described in Article III, Paragraph (b) above:
  - i. The Association shall have the right to remove and/or destroy the Unit door and/or Unit door lock(s), by any means necessary.
  - ii. The Unit Owner shall be responsible for the repair or replacement of such door and/or lock(s) and all costs associated with such damage.
  - iii. The Association shall not be responsible for the damage to and/or removal of the Unit door and/or door lock(s) or for any property within the Unit which may be lost, stolen, or destroyed as a result of the damage to and/or removal of the Unit door and/or lock(s).
  - iv. If a Unit Owner alters any lock or installs a new lock on any door leading into his or her Unit, such Unit Owner shall provide the Association with an Emergency Key for use as provided above.

#### **IV. MAINTENANCE AND UPKEEP**

- a. Nothing shall be done in any Unit or on the Common Elements which may impair the structural integrity of the Building or which may structurally change the Building. Nothing may be removed from or changed in the Common Elements without the prior written consent of the Board.
- b. All structural repairs and replacements shall be of first-class quality and as similar to the character of the construction or installation that existed prior to the occasion that necessitated the repairs or replacements. Repairs and replacements shall be done with contemporary building materials and equipment after all necessary permits and approvals have been obtained.
- c. All radio, television, sound systems, or other electrical equipment of any kind or nature installed or used in the Unit shall comply with all rules, regulations, requirements or recommendations of the applicable governmental authorities having jurisdiction and the Unit Owner shall be liable for any damage or injury caused by any radio, television, sound system or other electrical equipment in each Unit.
- d. Each Unit Owner shall keep the Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown from the doors or windows thereof any dirt or other substance. Cleaning of the balcony shall be done in a manner so as not to allow water to drip or run off the balcony.
- e. Each Unit Owner who plans to be absent from his or her Unit during the hurricane season must prepare his or her Unit prior to such Unit Owner's departure by removing all furniture, potted plants and other movable objects from the balcony prior to departure and by designating a responsible firm or individual satisfactory to the Association to care for the Unit should the Unit suffer hurricane damage. Such firm or individual may also be designated to prepare the Unit for a storm by removing said movable objects from the balcony in lieu of each Unit Owner removing the same prior to such Unit Owner's departure.
- f. Water closets and other water apparatus in the Units or upon the Common Elements shall not be used for any purpose other than those for which they were constructed. Any damage resulting from misuse of any water closets or other apparatus shall be paid for by the Unit Owner responsible for same.
- g. Any damage to the Condominium or equipment of the Association caused by any Unit Owner shall be repaired or replaced at the expense of such Unit Owner.

#### **V. DISTURBANCES AND NUISANCES**

- a. No Unit Owner shall make or permit any noises that will disturb or annoy the occupants of any of the Units or do or permit anything to be done which will interfere with the rights, comfort or convenience of other Unit Owners.

- b. Unit Owners shall exercise extreme care not to disturb other Occupants with excessive noise. Noisy repair or installation work shall only be done between the hours of 9:00 AM and 6:00 PM.
- c. Under no circumstances shall any sound from one Unit be at a level sufficient to be heard or felt in another Unit between the hours of 10:00 PM to 9:00 AM.
- d. Smoking or drinking of alcoholic beverages on Common Elements, is prohibited. The Board of Directors may grant exceptions for special events. Use of any unlawful substance at the Condominium is prohibited.

## **VI. BALCONIES**

- a. To assure structural integrity and sanitary conditions related to the balcony, the following rules shall apply:
  - i. Nothing shall be affixed to the exterior building facing, floor or ceiling of a balcony.
  - ii. To prevent water accumulation or damage, balcony floors will not be covered unless the floor was covered as part of the original construction of the balcony or unless the ARB has approved the floor covering activity.
  - iii. The permanent attachment of satellite dishes to balconies or railings is prohibited, except that satellite dishes that are less than one meter (39.37") in diameter and placed either on a freestanding base or clamped (no holes drilled) to the railing with no portion of the dish extending beyond the vertical plane of the railing are permitted if the Association does not make a central reception satellite dish available to all owners that desire such service. No holes are permitted to be drilled on the exterior walls of the Building to allow for satellite dishes placed on the balcony. Notwithstanding anything to the contrary contained herein, if a central reception satellite is installed by the Association, satellite dishes will not be permitted to be placed on the balcony because satellite service would be available to the Unit through a central antenna installed on the roof of the Building. All satellite services available to the Unit Owner that utilize satellite dishes of one meter (39.37") in diameter would be provided on the roof, and the cost to connect to the central antenna of the Unit Owner's choice shall not be greater than the cost of installation, maintenance and use of a satellite dish placed on the balcony.
  - iv. No balcony shall be enclosed or covered except as part of the original construction of the Condominium, and there shall be no awnings, canopies, blinds, shades, screens or similar fixtures attached to, hung in, or used in connection with any balcony.
  - v. No balcony shall be used as a storage area for items such as boxes, storage chests, coolers, appliances, bicycles or similar items.

- b. Customary lawn or patio furniture in good condition and reasonably sized, and well-tended plants may be placed on the balcony. However, all items should be placed and secured so as to protect against being blown or pushed from the balcony.
- c. In order to assure a uniform appearance from the outside of the Building, no Unit Owner shall hang, display or expose, from any window, door, balcony, or exterior of the Unit, so as to be visible from anywhere at the Project, any of the following:
  - i. Laundry, including clothes, clotheslines, clothes drying racks, rugs, towels and similar items.
  - ii. Recreational vehicles or equipment, including bicycles, mopeds, scooters, skis, and similar items.
  - iii. Signs, posters, or decorations except for the American flag and other tasteful flags (appropriately displayed) and temporary, appropriate seasonal decorations. Such decorations may be installed no earlier than twenty (20) days prior to the date of the celebrated holiday and shall be removed no later than seven (7) days after the date of the celebrated holiday.
- d. The following actions are prohibited on balconies:
  - i. Shaking a rug or mop from the balcony.
  - ii. Throwing or sweeping any items off the balcony (for example, cigarettes, water, dirt, etc.)
  - iii. Allowing any water or liquid to drip from or run off any balcony.
  - iv. Keeping a bicycle on the balcony.
  - v. Hosing the balcony.
  - vi. Over-watering of plants that result in excess water spilling over the balcony, etc.
  - vii. Use of a grill powered with gasoline, propane or other flammable liquid, or use of a liquefied petroleum gas fired stove, or similar device shall be prohibited to be ignited or used on balconies or within the Units. Such cooking may be done in designated areas outside of the Building. Electric grills and charcoal grills are permitted on the balconies.
  - viii. Allowing unsupervised pets.



## **VII. TRASH AND GARBAGE**

- a. Garbage must be placed in securely tied plastic bags small enough to fit into the trash chute. Trash, fluids, boxes, and newspapers shall not be left in any trash rooms or elsewhere in the Common Elements. All recycled products will be placed in designated areas.
- b. No burning objects or highly combustible liquids are to be placed in the trash chute.
- c. Large boxes or other large objects should not be placed in the trash chutes or trash rooms, but should be placed inside the dumpster.
- d. Each Unit Owner shall regularly collect all garbage, trash, refuse or rubbish outside his or her Unit, and no Unit Owner shall place or dump any garbage, trash, refuse or other materials on any other portions of the Condominium or the Project. All garbage, trash, refuse or rubbish must be placed in appropriate trash facilities or bags. All containers, dumpsters or garbage facilities must be kept in a clean and sanitary condition. No noxious or offensive odors shall be permitted.

## **VIII. STORAGE**

- a. All personal property placed in the storage areas shall be at the sole risk of the owner of the property. The Association will not be liable for the loss, destruction, theft or damage to such property.
- b. No articles will be stored, whether in individual Units or in the storage closet adjacent to the parking areas, that will create a fire hazard, be in violation of the public laws and regulations, or increase insurance rates of the structure. The Association assumes no legal responsibility whatsoever for the care, damage or loss of any property, whether in a Unit, or in storage cubicles.
- c. A bicycle storage area is provided for the storing of bicycles because no bicycles may be stored on the balconies.

## **IX. PETS**

- a. No Unit Owner may keep more than a total of two (2) (in any combination) dogs or cats and any reasonable number of fish and no more than two (2) smaller, generally recognized household pets, such as guinea pigs or hamsters, subject to the provisions in these Rules and the conditions set forth in Section 13.8 of the Declaration. Occupants, including lessees, that are not Unit Owners shall not be permitted to keep any animals or pets in the Unit.
- b. Pets shall be controlled by their owners to preclude interference with the enjoyment by others of their Units and the Common Elements.

- c. Any pet that creates a disturbance or detracts from any Owner's or Occupant's enjoyment of the Unit or the Common Elements will be subject to immediate removal from the premises.
- d. All pets will be maintained in a clean and odor free manner.
- e. Pets are not permitted in the hallways, elevators or Common Elements except for ingress and egress from the Unit and must be accompanied by their Owner.
- f. The following rules apply to the designated area for pet excrement (the "**Pet Relief Area**")
  - i. All pets are to be walked in the Pet Relief Area which is clearly marked by appropriate signs at the Project; use of any other areas for pet relief is prohibited.
  - ii. Any and all excrements or waste left in the Pet Relief Area(s) must be properly removed and disposed of by the pet owner.
  - iii. Pet relief is prohibited in the Common Elements except in the specified Pet Relief Area. Pet relief is prohibited in hallways, elevators, lobbies, garages, driveways or non-relief grounds areas. Moreover, in the event such prohibited pet relief occurs, the pet owner will take immediate steps to remove and thoroughly clean the area of all pet waste. In addition to possible rules-violation charges, the pet owner and/or Unit Owner may be held financially responsible for any repairs/replacements to such Common Elements as a result of the pet relief damage.

## **X. PARKING AND VEHICLES**

- a. No automobile or other vehicle may be parked in another Owner's assigned or numbered space without permission from the parking space owner. Blocking anyone from access to or from their space is strictly prohibited. No automobile or other vehicle may be parked blocking building exits, sidewalks, driveways, or zebra-zones, or encroach upon lawns, landscaping or fire lanes.
- b. Except in an emergency, a Unit Owner shall not cause or permit the blowing of any horn or excessive radio noise from any vehicle owned or occupied by the Unit Owner that is within the Condominium or the Common Elements.
- c. Parking at the Condominium shall be restricted to the parking garage and designated parking areas within the Condominium. Parking spaces may be used only for the parking of motor vehicles. Each Unit is entitled to the use of one (1) covered space in the parking garage, which will be assigned at the closing of the initial acquisition of the Unit.
- d. Boats are not permitted to be parked in parking spaces or anywhere on the Common Elements.

- e. No parking on the streets (unless designated) or swales is permitted. No Unit Owner shall keep any vehicle at the Condominium which is deemed to be a nuisance by the Association pursuant to Section 13.6 of the Declaration.
- f. No Unit Owner shall conduct repairs (except in an emergency) or restorations of any motor vehicle, boat, trailer, or other vehicle at the Condominium.
- g. No commercial vehicle, trailer, boat or boat trailer may be parked or stored at the Condominium. No bus or tractor trailer or any other truck larger than a full size pickup truck may be parked at the Condominium, except temporarily as in the case of a moving van or other such vehicle necessary to provide service to a Unit Owner and with the exception of any vehicles necessary for any construction activity being performed by or on behalf of the Declarant.
- h. The Association shall have the right to authorize the towing of any vehicles which violate the terms of the Declaration or these Rules with the costs to be borne by the Unit Owner or violator.
- i. All vehicles must be parked between the parking stripes so that no part of the vehicle protrudes into the space beyond the line, nor on the line, and does not protrude into lanes of traffic.

## **XI. SERVICES AND COMPLAINTS**

- a. Employees and agents of the Association are not authorized to accept packages, keys, money or articles, of any description, from or for the benefit of a Unit Owner unless authorized in writing by such person. If packages, keys, money or articles of any description are left with the employees or agents of the Association, the Unit Owner assumes the sole risk and the Unit Owner, not the Association, will be liable for injury, loss or damage of any nature whatsoever.
- b. No Unit Owner shall request or cause any employee or agent of the Association to do any private business of the Unit Owner, except as shall have been approved in writing by the Association.
- c. Complaints regarding employee or agents of the Association should be made to the Board, or its designee. Complaints regarding actions of other Unit Owners or visitors may be made in writing to the Board, or its designee. No resident shall direct, supervise, or in any manner attempt to assert control over or request favors of any employee of the Association.

## **XII. ENFORCEMENT PROCEDURES AND HEARINGS**

- a. Any Unit Owner may report a violation of these Rules to the Association (or its management company, if any) in writing. All violation reports are to be submitted in writing and will be considered confidential.
- b. The procedure for enforcing these Rules shall be as follows:

i. First Offense (1st Notice)

When the Association becomes aware of noncompliance of these Rules by a Unit Owner, family member, guest, invitee or lessee, it shall send a certified letter to the Unit Owner advising him or her of the rule which he or she has been accused of violating and warning that strict compliance with these Rules will be required. Each day on which a violation occurs shall be deemed to be a separate offense.

ii. Second Offense (2nd Notice)

If the Association receives a second report that a violation has been repeated or has been continued beyond the time specified within the first notice, the Board, after verifying the violation, may authorize a fine to be levied upon the Unit Owner after providing a single notice to such Unit Owner and an opportunity for the Unit Owner to be heard pursuant to Article XII, Paragraph (d) below. Notice of a second violation shall be sent to the Unit Owner by certified mail.

iii. Third Offense (3rd Notice)

If the Association receives a third report that a violation has been repeated or has continued beyond the time specified within the second notice, the Unit Owner may be charged an additional, more severe fine, following verification of the violation by the Board and after providing a single notice to such Unit Owner and an opportunity for the Unit Owner to be heard pursuant to Article XII, Paragraph (d) below.

iv. Fourth Offense (Final Notice)

For repeated offenses or in any case where the Board deems it appropriate, the Board may seek injunctive relief through court action. In addition, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing.

v. Exemptions

Any Unit Owner may appear before the Association to seek an exemption or variance from the applicability of any given rule or regulation as it relates to said person on grounds of undue hardship or other special circumstances, provided that no exemption that is granted shall be contrary to the Condominium Instruments. These Rules are not intended to violate the Americans with Disabilities Act of 1991, as amended, or any other similar federal, state or local law. Variances from these Rules shall be made when necessary to comply with applicable law.

vi. Hearings

A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing as set forth in these Rules; provided, however, that no such fine shall in the aggregate exceed the maximum amount permitted by the Act. The amount of the fine as set forth herein may be increased by the Board in its sole discretion; provided, however, any such increase shall conform to the applicable requirements of the Act as to the reasonableness of such fines as such requirements may be changed by amendment to the Act from time to time.

- c. Unit Owners shall be responsible to pay all court costs and legal fees incurred in connection with the collection of late Assessments whether or not an action at law to collect said Assessment and foreclose the Association's lien has been commenced. The Association may charge an administrative fee in addition to any interest charged in accordance with the Declaration in an amount not to exceed the greater of \$25.00 or five percent (5%) of each installment of the assessment for each delinquent assessment that the payment is late. Any payment received by the Association shall be applied first to any costs and reasonable attorneys' fees incurred in collection, then to any interest accrued by the Association, then to any administrative late fee, and then to the delinquent assessment.
- d. Before levying a fine against a Unit Owner for failure to abide by any provision of the Declaration, the By-Laws or these Rules, the Board shall:
  - i. Afford the Unit Owner against whom the fine is sought to be levied an opportunity for hearing before the Board after reasonable notice of not less than fourteen (14) days. Said notice shall include:
    - 1. A statement of the date, time and place of the hearing;
    - 2. A statement of the provisions of the Declaration, By-Laws or Rules and Regulations which have allegedly been violated; and
    - 3. A short and plain statement of the matters asserted by the Association.
  - ii. Provide the Unit Owner against whom the fine may be levied an opportunity to (a) respond, present evidence and provide written and oral argument to the Board on all issues involved, and (b) review, challenge and respond to any other material considered by the Association.
- e. Any consent or approval given under these Rules and Regulations by the Association shall be revocable at any time by the Board.
- f. Unit Owners should refer to the use restrictions contained in Article 13 of the Declaration and elsewhere within the Governing Documents which are binding upon all Unit Owners.

### **XIII. MEETINGS OF THE BOARD**

- a. All notices and meetings of the Members of the Association and the Board shall be posted in the ground floor and third floor elevator lobbies of the Condominium.
- b. With regard to meetings of the Board and meetings of the Members of the Association (collectively referred to herein as “**Meetings**”), the following rules shall apply, provided that such rules are not inconsistent with the By-Laws:

- i. The Right of Unit Owners to Speak at Meetings

A Unit Owner shall have the right to speak at a Meeting provided the Association has received a written request at least 48 hours in advance of the scheduled Meeting. The following restrictions shall apply:

- 1. The Unit Owner may speak at the start of the Meeting. The vote of the Board or the Members, as applicable, will not be taken until the Unit Owner has spoken.
- 2. The Unit Owner may speak for no longer than three (3) minutes, unless the Board votes at the Meeting to extend the time allotted to the Unit Owner.
- 3. The Unit Owner may speak only on matters specifically designated on the agenda.
- 4. The Unit Owner may speak only once at a Meeting.

- ii. The Right of Unit Owners to Tape Record or Videotape Meetings

A Unit Owner shall have the right to tape record or videotape a Meeting provided the Association has received a written request at least 48 hours in advance of the scheduled Meeting. The following restrictions shall apply:

- 1. The audio and/or video equipment and devices must not produce distracting sound or light emissions, nor may such equipment and devices require the use of electrical outlets.
- 2. The audio and/or video equipment must be assembled and placed in position in advance of the scheduled time for the commencement of the Meeting. Equipment may not be placed on the table where the Board is seated; a front row seat will be reserved for the Unit Owner and a tripod may be set up, but only at a height which does not obstruct the line of sight from other seats in the meeting room.

3. The Unit Owner videotaping or recording the Meeting shall not be permitted to move about the meeting room in order to facilitate the recording.

#### **XIV. RESOLUTION**

These Rules may be modified, added to or repealed at any time by resolution of the Board of Directors of the Association.