

**RULES AND REGULATIONS
OF
CRIMSON PLACE 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 Crimson Place Condominium and the Articles of Incorporation and By-Laws of Crimson Place Association, Inc. Capitalized terms used in these Rules and Regulations are as defined in the Declaration of Condominium of Crimson Place 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. Residential Use: No part of the Condominium Property shall be used for other than private residential use and the related common purposes for which Condominium Property was designed. The foregoing restrictions as to use shall not, however, be construed in such manner as to prohibit a 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. All use of the Condominium Property and any Unit therein shall conform to applicable zoning ordinances, and all other laws and regulations of State, County and Municipal authorities having jurisdiction.

The Common Elements 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 Common Elements. 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 used on the Common Elements, except for egress, ingress and storage. 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, the Units or any portion thereof. Any alteration or repair of the 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. No part of the Common Elements shall be used for commercial activities of any character.

Section 3. Nuisances: No unlawful, immoral, noxious or offensive activities shall be carried on in any Unit, the 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 or disturbance to others. All radios, televisions, phonographs, musical instruments or other items which cause noise shall be played at a level that does not annoy or interfere with other residents' enjoyment of the 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, 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 or the Common Elements shall be made by the Unit Owners except with the prior written consent of the Board of Directors. Proposed alterations which cost \$2,500 or more shall first require that a refundable deposit in the amount of \$1000 be posted with the Management Company, in addition to a copy of the proper building permits from the City of Tuscaloosa as required and proof of contractor liability insurance. All work shall be performed during normal business hours.

Section 5. Trash Disposal: Trash, garbage and other waste shall be disposed of only in designated areas and in containers and bags authorized. 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. No trash shall be allowed to accumulate outside the Unit and no trash bags shall be left outside the Unit door. Cigarette butts shall be disposed of in appropriate containers. Residents shall not throw cigarette butts from the balconies to the Common Elements.

Section 6. Storage: Articles of personal property belonging to any Unit Owner, such as baby carriages, bicycles, wagons, toys, furniture, firewood, clothing and other articles, shall not be stored or kept in the Common Elements. All storage will be confined to the Unit. 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 porches of any Units, and no ornament, planter or statue will be allowed outside the entrance door of the Unit. No clothing, rugs, sheets, blankets, or other laundry articles shall be hung or exposed from the balconies or windows or hung in the Common Elements.

Section 7. Pets:

7.1 The maintenance, keeping, breeding, boarding and/or raising of animals, livestock or poultry of any kind, regardless of number, shall be and is hereby prohibited within any Unit, or upon any Common Elements, except that this shall not prohibit residents from keeping two (2) well-behaved, orderly dogs, cats and/or caged birds or other domestic pet, provided they are not kept or maintained for commercial purposes or for breeding.

7.2 Pets shall not be allowed on any part of the Common Elements unattended for any period of time.

- 7.3 Pets shall not be permitted upon the Common Elements of the Condominium Property unless they are carried or on a leash and shall not be allowed on any of the 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.
- 7.4 Pet owners are responsible for cleaning where pets foul the Common Elements. Such fouling shall not be permitted to accumulate but shall be cleaned up immediately.
- 7.5 Any resident 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 or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Condominium Property.
- 7.6 Pets shall be registered with the Association and inoculated as required by local law. 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 8. Signs: No signs of any character shall be erected, posted, or displayed upon, in, from or about any Unit or the Common Elements, including any window or door of a Unit, without the prior written consent of the Board of Directors.

Section 9. Parking and Driving:

- 9.1 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.
- 9.2 No vehicle shall be parked on the Common Elements except in an authorized and designated parking space.
- 9.3 No boats, campers, trailers, or oversized vehicles may be parked on the Common Elements. No vehicle may be parked on the roads providing ingress and egress or 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.
- 9.4 No vehicle which cannot operate on its own power shall remain on the 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 and/or the imposition of a fine.

Section 10. Common Elements:

- 10.1 Only authorized maintenance personnel are allowed to adjust water valves, sprinklers, light timers, or any other Common Element equipment.
- 10.2 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.
- 10.3 No item of common ownership shall be removed or damaged by any resident or guest from the 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 resident resides or guest visits shall be held responsible for the cost of any item so removed or damaged.

Section 11. Association Management:

- 11.1 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 Board of Directors of the Association.
- 11.2 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 12. Structures: 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. Outdoor clothes lines shall not be maintained upon any Common Elements at any time.

Section 13. Window Treatment: Draperies, shades or blinds used to cover windows in the Units shall be lined in white or beige shades.

Section 14. Grilling: Fire Department Ordinances prohibit grilling on any balcony. Violations of such ordinances will result in substantial fines. Any Occupant who is found in violation of this rule will be responsible for paying his or her fees as well as paying any fine against the Association.

Section 15. 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 16. 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 17. Enforcement of Rules and Regulations: The Association is responsible for the notification of residents and/or Owners regarding violation of these Rules. A minimum fine of \$25.00 will be assessed against any resident or Owner who violates or allows to be violated by his family members, guests, tenants, invitees or pets any Rule or Regulation. 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 \$25.00 late penalty per month plus interest on the amount past due at the maximum interest rate allowed by law. Payment shall be made at the Managing Agent's office by check or money order, payable to Crimson Place Association, Inc. Failure to pay any fine or assessment shall constitute a lien against the Unit of the Unit Owner.

Section 18. 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:

Crimson Place Association, Inc.
c/o Cornerstone Management, LLC
1641 North McFarland Blvd., Suite A-1
Tuscaloosa, AL 35406

Failure to pay by the 15th day of each month will result in a \$25.00 late penalty per month 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 procedures 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 19. Lease Agreements: Any Unit Owner who leases his Unit must use a standard lease agreement provided and approved by the Association. All leases executed or renewed after the date of adoption of this rule shall be in the form and manner approved by the Association. A copy of the Condominium Documents and the Rules and Regulations shall be provided to the Tenant, and a copy shall be signed by the Tenant acknowledging that tenant intends to be bound by the same. The Unit Owner shall be responsible for all actions or omissions by the tenant.

Section 20. Tenants: The Board of Directors shall have the authority to contact any Tenant in the Condominium and counsel or discuss any relevant issue concerning the Condominium Documents, Rules and Regulations or any violation thereof. Further, the Association shall have the authority to terminate the lease for violations of the lease and shall

have the right to impose fines and assessments against the Tenant and the Unit Owner for violations of these Rules and Regulations or the Condominium Documents.

Section 21. Elevators and Moving: The elevators shall be used for passenger use only. When using the available carts, great care should be taken to avoid damage to the elevators, walls and doors. Each resident using a cart must return the cart to the location from which it was taken.

When moving furniture, boxes and large parcels (which are not related to moving in or out of the Condominium), the resident must schedule the delivery or removal with maintenance personnel so that an elevator may be properly protected with padding. The cost of repairing any damage to the elevator or the building by the delivery or removal will be assessed against the Unit Owner of the Unit in which the resident lives as a special assessment.

Any resident moving in or out of the Condominium Property must schedule such move with, and pay a \$500.00 deposit to, the Management Company at least one (1) week in advance of the move. Prior to the move, a walk-through of the general area of the move will be conducted by an appointed agent to determine the pre-existing condition of the Condominium Property. After the move, a walk-through of the general area of the move will be conducted by an appointed agent before any portion of the deposit will be returned. The cost to repair any damage caused by the move will be deducted from the \$500.00 deposit. If the cost to repair any damage caused by the move exceeds the deposit, a special assessment will be made against the Unit Owner of the Unit in which the moving resident lives or lived.

Section 22. Construction or Improvements to Units: Prior to the commencement of any construction in any Unit 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 deposit with the Management Company at least one (1) week before commencement of construction or improvement. A walk-through will be conducted of the 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, the contractors, workmen, suppliers and employees must cover the hallway floor on the floor where they are working to prevent dirt and dust to accumulate. Further, such 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. 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. No portion of the 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 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. Pool and Pool Deck Rules:

- 23.1 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.
- 23.2 No pets shall be allowed in the pool area.
- 23.3 Persons twelve (12) years of age or under must be accompanied at all times by an adult.
- 23.4 Residents are responsible for the conduct of their guests at all times, and for the careful observance of all safety and sanitation precautions. 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.
- 23.5 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.
- 23.6 All persons are requested to cooperate in maintaining maximum cleanliness and tidiness in the swimming pool areas.
- 23.7 No glassware shall be brought into the pool areas.
- 23.8 Any furniture provided by the Association to be used in connection with the pool shall not be removed from the pool areas.
- 23.9 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 Tuscaloosa County, Alabama, and/or by the Board of Directors of the Association, which rules shall be posted by the Board of Directors.

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 24. Fitness Center Rules:

- 24.1 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.
- 24.2 No person under the age of fourteen (14) shall be permitted to use the Fitness Center.
- 24.3 The number of persons in a group using the Fitness Center at any one time will not exceed the resident members of the Unit Owner's family or Unit Owner's tenant, whichever is applicable, plus (1) guest.
- 24.4 Unit Owners are responsible for the conduct of their guests and tenants at all times, and for the careful observance of all safety and sanitation precautions.
- 24.5 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.
- 24.6 Tobacco, spillable containers and glassware are not to be brought into the Fitness Center, except in such areas of the Fitness Center where same are expressly permitted.

The hours of operation of the Fitness Center shall be determined by the Board of Directors.

Section 25. Admission of Guests on Condominium Property:

- 25.1 No garage sales may be held on the Property.
- 25.2 Each Unit Owner is responsible for every person such Owner admits into 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 the invited guest or family member of the Unit Owner.
- 25.3 Any Owner who has his or her Unit for sale is responsible for any person on the Condominium Property viewing such Unit and is responsible for providing ingress and egress to such prospective purchaser or sales agent.
- 25.4 Any entry onto the Property by guests or invitees shall be made without revealing to anyone access codes or making available entry keys.