

# Cobblestone Condominium Association House Rules

The condominium shall be used only for those purposes set out in the Bylaws. The Board of Directors shall have the authority to make and enforce reasonable House Rules governing the conduct, use and enjoyment of units and Common Elements. The Board shall have the power to impose reasonable fines which constitute a lien upon the unit, and suspend the owner's right to vote or use the Common Elements for violation of any duty or obligation under the By Laws, or and House Rules duly adopted there under. **All renters are considered guests of the unit owner. Any violation of any rule by a guest, or invitee shall be deemed a violation of the rule by the owner of the unit.** The adoption of these House Rules, and the distribution thereof, shall constitute notice to all owners of said House Rules and fines to be imposed for any violation of the same.

1. The sidewalk and the grounds shall not be obstructed by resident owners, or used by them or any member of their families or any of their guests, or invitees, for any purpose other than those of ingress to and egress from their respective units. Soliciting of any nature what so ever is strictly prohibited. Use of sidewalks and walkways are for pedestrian traffic only, and riding of bicycles, scooters or skateboards is prohibited. Personal property of a resident including but not limited to such as children's toys, bicycles, tricycles, sports items and personal items of any nature are not to be left on the grounds, sidewalks or parking area's at any time. Any such items will be removed and discarded by management without notice.
2. No Flags, signs, or advertisements or notices shall be affixed upon any part of the buildings, outside or inside, nor shall any article be attached or suspended outside the buildings, unless otherwise approved by the Board of Directors of the Association. Specifically, no "For Sale" or no "For Rent" signs, or any political signs, are permitted to be posted or displayed inside a unit where visible from the outside of the unit, or posted on the door or outside a unit or in the common areas in any manner whatsoever.
3. Nothing shall be hung from the units or placed on the porches, patios, patio doors, fences or staircases, nor shall any mops, towels, table cloths, rugs, any article of clothing or other item be hung on fences, shrubbery, or railings or shaken from any of the windows or doors. Patios shall be used for normal patio furniture and furnishings, and shall not be used for storage otherwise.
4. No radio or television aerial, antenna or satellite dish shall be installed on the roof, porch, patios, fences or exterior walls of the buildings or placed in the common areas without the prior written consent of the Board of Directors of the Association.
5. Each owner is requested to provide a working key to the managing agent for access to the unit, which will be used only for authorized access for pest control, emergencies or as otherwise directed by the owner.
6. No immoral, noxious or offensive activity shall be carried on in any unit or in the common elements, nor shall anything be done therein, either willfully or negligently, which may become an annoyance or nuisance to the other unit owners or occupants. No criminal or drug related activity of any nature is permitted.
7. No unit owner shall make or permit any disturbing noises in the condominium by the owner, member of the owner's family, guests, or invitees, nor do or permit anything to be done by such persons, which interfere with the rights, comforts or convenience of other unit owners.
8. No unit owner shall play upon, or suffer to be played upon, any musical instrument, or operate, suffer to be operated, a phonograph, television set, radio or other sound system, including vehicle sound systems, on the premises including streets and parking areas if the same shall disturb or annoy any other occupants of the condominium.
9. The unit owner shall not change, whether by alteration, replacement, rebuilding or otherwise, the exterior color or architectural treatment of any unit, except as authorized in the By-Laws of the Association, or as may be approved by the Board of Directors.
10. All assessments and/or monthly association fees are due on the 1st of each month, and delinquent if not paid by the 10th of the month. If the 10th of the month falls on a weekend or holiday, fees are due on the last business day PRIOR to the 10th. Any balance due the association not timely paid shall incur late penalties. All payments shall first be credited to damages, fines, accrued interest and late fees and last to assessments and monthly association fees. Any remaining balance shall continue to accrue late penalties and interest each month until all sums are paid.
11. Pets are not permitted outside of any unit unless in the presence of and under the direct control of the owner, and shall not be staked outside the unit at anytime. Any pet not in the enclosed patio area of the unit must be on a leash. Owners shall clean up all pet waste and properly dispose of same. Pet waste shall not be allowed to accumulate on porches or patios, or allowed to become a nuisance to the other owners.
  - 11 a. Pets are allowed for unit occupying owners only. Tenants are not allowed pets.
  - 11 b. Cats and/or dogs are limited to a total of 2 per unit (max 30lbs each). Cats and dogs must be licensed by the City of Huntsville and have an up to date rabies vaccination. Pet owner must present valid and current/up to date documentation for license and rabies vaccination if requested by the CCA BOD. Failure to provide this documentation when requested could result in the unit owner being banned from having any pet on CCA property.
12. Parking spaces are to be used only to park passenger vehicles, and vehicles shall only be parked in the parking areas within the marked parking spaces. Vehicles, including motorcycles, are never permitted on lawn areas or on the sidewalks. Standard sized pick-up trucks and vans are permitted, but no commercial vehicles, boats, recreational vehicles or any types of vehicles deemed to be a nuisance will be parked, stored or kept within the condominium property.
  - 12 a. Vehicles will be parked only in marked parking spaces. Parking on the curbs and in any place other than a marked space is a hazard to emergency vehicles, is prohibited and is subject to the imposition of an immediate fine and towing at the owners expense. Each unit is assigned one reserved parking space. Any vehicle parked in a reserved/numbered parking space not assigned to them shall be towed at the vehicle owner's expense without notice. Unit Owners are responsible for notifying their guests of this rule.
  - 12 b. Vehicles improperly parked or inoperable shall be towed at the vehicle owner's expense without notice. Inoperable vehicles shall include, but not limited to, no tag, out of date tag, flat tire, on jacks or blocks, wrecked or severely damaged, or parked using more than one parking space. Residents having more than one vehicle are requested to park one vehicle in their reserved space near their unit, and any other vehicle in unmarked spaces. Parking is limited, and all residents are urged to be good neighbors in co-operating regarding parking spaces.

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- 12 c. Any work on vehicles, including washing and changing oil, is prohibited on the condominium property. Unless specifically authorized in writing by the BOD, there are no assigned vehicle storage parking spaces on the condominium property.
- 12 d. Parking spaces are for unit owners, residents and their guests. Cobblestone is NOT a public parking lot, vehicles are assumed abandoned if left parked and stationary in a non-reserved space for a period of two weeks and will be towed at the vehicle owner's expense.
13. The Cobblestone swimming pool is a private pool and is not open to the public. Use of the pool is subject to the Swimming Pool Rules as may be set out from time to time by the BOD, and a violation of said Swimming Pool Rules shall be deemed a violation of the House Rules. Violations of the rules by a guest or invitee of a unit owner shall be deemed a violation of the owner. It is the responsibility of each owner to enforce the rules for that owner's residents, guests or invitees. Also see Swimming Pool Rules in a separate section.
14. No "garage" or yard sales are permitted on any portion of the condominium property except for Association sponsored sales as a whole.
15. Should any owner fail to keep his unit, porch, patio or any other area or item which is the responsibility of the owner, in proper repair and condition, the Association may repair or clean or take whatever action is necessary to correct same, and shall assess the costs thereof to the owner. All exterior doors (including patio doors, storm doors and screen doors) are the responsibility of the owner to maintain and/or replace.
16. Damage to the property of the Association, specifically including shrubbery and exterior lighting fixtures, shall be assessed to the owner causing or permitting the damage, and said charges to the owner shall include damages caused by the resident of such unit or guests or invitees of the owner or resident.
17. No firearm shall be openly carried or displayed on the condominium property, and no firearm shall be discharged on the condominium property. The fine of a violation of this rule shall be \$100.00
18. Should the owner of a unit, or the renter, occupant, guest or invitee of that owner commit any act which damages the property of the association or of any other unit, or violate any rule of the condominium, that owner shall be responsible for all costs of repairs and replacement of the items or property so damaged, or of correcting the violation if such can be corrected, and the costs, including fines, court costs and reasonable attorney's fee, shall be assessed to the responsible owner.
19. Nonresident owners must at all times provide the Managing Agent of the Association with the owner's current mailing address and telephone numbers. Failure to provide this information shall relieve the Association from any responsibility of notice on any subject or matter whatsoever. Nonresident owners who rent their unit must register the person or household who rents the unit with the Managing Agent of the Association to enable the Association to properly enforce the House Rules and By-Laws.
20. Unit Owners complaints regarding the maintenance and operation of the condominium shall be made in writing to the Board of Directors of the Association and sent in care of the Managing Agent of the Association.
21. None of these House Rules shall be avoided in any manner except without prior written consent of the Board of Directors of the Association. No unit owner shall be allowed to rely upon any said written exemption given to another unit owner; each unit owner must obtain his or her own written exemption.
22. Fines for the violations of these House Rules shall be as set from time to time by the BOD up to a maximum of \$50.00 per occurrence per day except for a firearms violation which shall be \$100.00 per occurrence per day. The continuation of a violation from day to day shall constitute a separate violation for each day. Fines or other charges assessed against a unit and remaining unpaid at the next monthly association fee due date will cause a late fee to be imposed.
- a. Any owner wishing to appeal or contest a fine or other charge assessment which has been imposed on the owner may do so by first making payment in full of the fine or other charge and then providing written notice monthly of the appeal to the board, sent in care of the Managing Agent, within thirty (30) days of the date of the fine or other charge was imposed. The managing agent will distribute notice of the appeal to the individual members of the board, and the appeal will be placed on the agenda of the next regular meeting of the Board of Directors. The owner may send a written appeal to the board for consideration, or may appear and speak before the board in his or her own behalf.
- b. The Board of Directors will not consider any appeal unless the account of the owner is paid in full to the current date of the meeting of the board, including monthly association fees, late fees, interest, fines, damages, and or other assessments against the unit, and including the fine or other charge being appealed.
23. The Association reserves the right to make additional House Rules from time to time as in the opinion of the Board of Directors of the Association may be necessary. Any House Rules adopted separately by the Board of Directors or other applicable provisions that may appear in the Cobblestone Condominium Documents are incorporated in these House Rules
24. No barbecues or grills of any kind are allowed for use or storage on deck, porches, balconies, breezeways or common areas. Barbequeing is allowed in designated areas (barbeque pit in area in front of pool). Grilling supplies (charcoal, lighter fluid, propane tanks, etc) are also prohibited.

Amendments;  
rule #24 - 08/2009  
rule #11 a-b - 03/2013

The foregoing is adopted as House Rules for Cobblestone Condominium Association

# Cobblestone Condominium Association House Rules

## Swimming Pool Rules

1. Each owner will be issued one (1) key/pool pass to the Cobblestone pool area; keys will not be issued to non-owners or renters. If the owner rents his or her unit, the owner may make the decision to keep the key for his or her family to use the pool, or the owner may make the decision to release the key to the renter of the unit for the renter to use the pool, but not both. Replacement keys are \$75.00 and will be issued only to the owner. If an owner or renter loses the pool key or the renter does not turn the key back in to the owner, the owner may receive a new key only by payment of \$75.00 for the new key. Upon the sale of a unit, it is the responsibility of the former owner to turn over the pool key to the new owner, or the new owner will be required to purchase a key for \$75.00.
2. Pool hours are 6:00 am until 10:00 pm., from Memorial Day weekend through Labor Day weekend. The pool will not open during normal maintenance and there may be times when the pool is temporarily closed for chemical treatment.
3. The pool enclosure will remain locked at all times. Each household authorized to use the pool should have a key to the pool enclosure. Please do not open the pool gate for anyone-- if they do not have their own key, they are not authorized to be in the pool. Any person opening the door for another person without a key is subject to be fined and additionally to have pool privileges revoked for the remainder of the pool season.
4. To prevent overcrowding, guest in the pool are limited to two guests per household. The owner of the unit must accompany their guests at all times, unless that person is a renter with authorized use, (renters are not allowed to have guests as they are guests themselves). Any person in the pool enclosure not accompanied by an owner will be asked to leave the pool. The owner may be fined and pool privileges of the owner may be revoked.
5. **There is no lifeguard on duty.** Each owner or guest acknowledges that use of the pool is at the sole risk and responsibility of said owner or guest.
6. EACH child under age 14 must be accompanied by a responsible adult. That adult is expected to adequately supervise the child under his or her supervision to insure that they do not disturb others using the pool. The adult shall be responsible for the safety and behavior of the child under the adult's care and supervision, and subject to fine and /or suspension if pool privileges should they violate any House Rules or Swimming Pool Rules.
7. For safety reasons, no glass or glass containers are ever allowed inside the pool area. No alcoholic beverages, food or pets are allowed. Do not throw trash of any nature, or any object in the pool. Please dispose of any trash in the trash receptacle provided. The pool is a designated " Non-Smoking area".
8. ~~Please shower before entering pool. Please shower each time you enter the pool after using suntan lotion.~~
9. No undue disturbance is permitted in the pool area, including running, pushing, loud music, abusive or objectionable language, or any breach of peace.
10. Please wear normal swimming attire intended for that purpose. No cut offs, jeans, etc., which can damage the pool equipment. For health reasons, babies in diapers are not permitted in the pool at any time.
11. Please remember that all owners and their guests are expected to conduct themselves at all times in a safe manner and to be considerate of others when using the pool. Fines may be imposed for improper behavior or violation of pool rules.
12. Each Cobblestone owner is a part owner in this pool, the operating equipment and furniture. Please treat it with the same care and responsibility you would treat your own possessions.
13. Other rules are posted at the pool, and additional House Rules or Swimming Pool Rules may be established from time to time as conditions and use of the pool require.

The Cobblestone Board of Directors or the Managing Agent for the Association reserves the right to refuse entry or deny pool privileges to anyone at their sole discretion.

**The violation of any of these Swimming Pool Rules may result in the revocation of pool privileges and/or a fine of the owner or resident of the condominium unit, and further, may result in eviction of a non-owner resident.**

### Amendments:

- pool rule #1 - 04/2010 – raise replacement key cost from \$5 to \$75.00
- pool rule #8 – 04/2010 – obsolete invalid, shower removed from pool area

The foregoing is adopted as House Rules (swimming pool) for Cobblestone Condominium Association