# RULES AND REGULATIONS OF THE TRANSPORTATION BUILDING OWNERS' ASSOCIATION

The following constitute the Rules and Regulations (the "Rules and Regulations") of The Transportation Building Owners' Association (the "Association"). These Rules and Regulations are attached to and made a part of the Declaration of Condominium of The Transportation Building (the "Declaration"). Capitalized terms not otherwise expressly defined in these Rules and Regulations shall have the same meanings given to them in the Declaration. These Rules and Regulations are in addition to all of the terms and provisions set forth in the Declaration and in the event of any conflict or ambiguity between the Rules and Regulations and the terms and provisions set forth in the Declaration, then, except as otherwise specifically provided herein to the contrary, the terms and provisions of the Declaration shall at all times control. These Rules and Regulations shall apply to all Owners and Occupants of any Unit within the Condominium and are dated as of Tabulate 4 , 2008.

#### I. General Rules

- 1.01 Auctions, Going-out-of-Business Sales. No Owner shall conduct and auction, fire sale, garage sale, going-out-of-business or bankruptcy sales or similar practices within the Condominium except with the express written permission of the Board of Directors of the Association.
- 1.02 Common Elements. Each Owner shall keep such Owner's Unit and all Common Elements utilized by such Owner and Occupants thereof clan and shall not allow debris from such Owner's Unit to collect in or upon any of the Common Elements of the Condominium. Each Owner shall require all Occupants and other agents, employees, independent contractors, invitees and licensees of such Owner and any Occupants of such Owner's Unit to (a) utilize only those areas of the Condominium which have been designated by the Association for smoking, if any, (b) deposit cigarettes and all tobacco products only in ashtrays within the Units which shall be specifically provided for such purpose, and (c) refrain from littering any portion of the Condominium with trash, cigarettes butts or other debris. Each Unit Owner shall comply with all Governmental Requirements concerning smoking policies which affect any portion of the Condominium or such Owner's Unit. No Owner shall burn trash, garbage or other debris in or upon the Condominium. No portions of the Common Elements shall be obstructed or damaged by any Owner or Occupant.
- 1.03 Compliance with Governmental Requirements. Each Owner and Occupant shall at all times comply with all Governmental Requirements. No Owner or Occupant shall permit gambling or any other unlawful practices of any kind to be undertaken on or within such Owner's Unit or any other portion of the Condominium.
- 1.04 <u>Controlled Substances</u>. Controlled Substances (as defined by state and federal laws), other than those prescribed by a physician for medical reasons, are not permitted on or within any portion of the Condominium.
  - 1.05 <u>Damage to Condominium</u>. All Unit Owners will be held responsible for the

their adherence to all of these Rules and Regulations. Each Owner shall be responsible and reimburse the Association of third parties for any damage to any Common Elements or to the Unit or property of any third party caused by such Unit Owner or any Occupant of such Unit Owner.

- 1.06 <u>Debris and Unsightly Material</u>. All Common Elements should be kept free and clear of refuse, debris, garbage, trash and other unsightly materials. Each Unit Owner shall keep his or her Unit in a good state of condition, repair and cleanliness and shall not sweep or throw or permit to be swept or thrown from such Unit any dirt or other substance.
- 1.07 <u>Deliveries</u>. Each Owner and Occupant shall abide by any rules and regulations adopted by the Association covering deliveries to the Building. Only had trucks equipped with rubber tires and rubber side guards shall be used in the Building.
- 1.08 Firearms. Firearms and ammunition are not permitted on or within any portion of the Condominium.
- 1.09 Flammable and Toxic Substances. No Unit Owner or Occupant shall at any time bring into or keep on or within any portion of the Condominium and flammable, combustible, explosive or other harmful fluids, chemicals or substances or any toxic or hazardous waste or substance except as shall be necessary and appropriate for permitted uses of a Unit: provided, however, the foregoing shall not be applicable to the Association in connection with deminimus amounts of materials, properly stored, for the normal and customary maintenance and operation of any portion of the Condominium.
- 1.10 Parking Lot. Spaces in the parking lot are based on the square footage occupied: one bedroom condo = one parking space, two bedroom condo = two parking spaces, one building floor = three parking spaces, two building floors = six parking spaces. Parking identification will be given to unit owners. Unit Owners or Occupants must identify visitor vehicles parked in the parking lot using the building note board. The number of parking spaces used by the Unit Owner and Occupants plus the Owner/Occupants' guest must not exceed the number of parking spaces allotted (as outlined above). The Board reserves the right to regulate parking based on this rule.
- 1.11 Kevs. If any key or keys are entrusted by any Unit Owner or Occupant to an employee of the Association, whether for such Unit Owner's Unit or for any automobile, truck, vehicle or other items of personal property, the acceptance of such key or keys shall be at the sole risk of such Unit Owner and neither the Board nor the Association shall be liable for any injury, loss or damage of any nature, whatsoever, directly or indirectly, resulting therefrom or connected therewith.
- 1.12 Noises. No Unit Owner or Occupant shall play upon or cause to be played upon any musical instrument or otherwise operate or permit to be operated any radio, stereo, phonograph, television, loudspeaker or other sound amplification device in any Unit or within any portion of the Condominium if the same shall unreasonably disturb or annoy any other Unit Owner or Occupants.
- 1.13 <u>Rezoning or Subdivision</u>. No Unit Owner shall seek or obtain any rezoning or variance or subdivision of such Owner's Unit without first obtaining the prior written consent and approval of the Association.
- 1.14 <u>Safety and Security</u>. The Association may (but has no obligation to) establish a night watch for after-hours access to the Building and every person entering or leaving

such watchman as to such person's business in the Building. To the extent after-hours access cards or other devices are provided by the Association to any of the Owners or Occupants, such access cards shall not be duplicated and the Association may establish a reasonable charge to replace the same or to issue additional access cards to any Owners or Occupants. The Association may take all reasonable measures it deems necessary for the safety and security of the Building including, without limitation, evacuation for cause, suspected cause or temporary denial of Building access. Each Owner and Occupant shall cooperate fully with the life safety plans for the Building as established and administered by the Association, including, without limitation, participation in exit drills, fire inspections, life safety orientations and other programs relating to safety and health as may be required or directed from time to time by the Association or any Management Agent thereof. Notwithstanding the foregoing, each Owner and such Owner's Occupants acknowledge and agree that the Association does not provide security services for the Building and the Association shall not be responsible for any loss, damage, injury or death caused by or resulting from any actions or omissions of other Owners or Occupants or any other Persons who gain access to the Condominium. The risk of loss for all contents of each Unit shall, at all times, remain with the Unit Owner or Occupant, as applicable.

1.15 Satellite Dishes and Antennae. No satellite dishes or radio, telephone (including cellular), or telecommunications antennae, receivers, aerials, or other similar devices shall be attached to or installed on any portion of the Building or Condominium unless the same comply with all Governmental Requirements and are approved in writing by the Association. The Association's prior written consent and approval shall be required for the installation of any such equipment on the roof of the Building. As a condition precedent to the Association's approval for the installation of any equipment of the roof or otherwise, the requesting Unit Owner shall (i) provide at least 30 days' prior written notice, and (ii) comply with all reasonable requests for information in connection with the proposed installation, and (iii) indemnify and hold harmless the Association from and against any loss, liability, charge or expense arising from the installation of equipment on or access to and entry upon the roof, including damage to the roof and installation of equipment in violation of this section. If the Association's approval is obtained, then the equipment installed shall be exactly as approved. If the Association fails to respond, then such non-response shall be deemed a rejection of the request in full. No Unit Owner or Occupant shall make or permit any unreasonably disturbing noises or activity in the Condominium or do or permit anything to be done therein which will interfere with the rights, comforts or conveniences of other Unit Owners. No radio or television signals or any other form of electromagnetic radiation or transmission shall be permitted to originate from any Unit which may interfere with the reception of radio or television signals within the Building.

1.16 Signage. Except for the licenses granted to the Owners pursuant to Section 4.07 of the Declaration, no sign, picture, advertisement or notice shall be inscribed, displayed, painted or affixed on any part of the outside or inside of the Building or on or about any of the Units unless approved by the Association. Interior signs on the doors of any Units may be installed by the Owner (or Occupant) of such Unit and shall be at all times maintained by the Owner of such Unit. No banners, flags, placards, pictures, advertising

or notice shall be installed or displayed upon any portion of the Condominium unless the same have been approved by the Association.

- 1.17 <u>Solicitation</u>. Canvassing, soliciting and pedaling and distribution of handbills or other written material within the Building or within any portion of the Condominium are prohibited.
- 1.18 Trash, Rubbish and Nuisances. If any of the Units are occupied or used as residences in addition to and connection with the business therein (office), then trash collection and disposal services for the residential use shall be provided by private parties with whom the Association shall contract, the costs of which shall constitute a (Residential) Common Expense applicable only to the Units used as residences as aforesaid. Trash collection and disposal services for the Units (commercial use) are presently provided by the City of Birmingham. No trash, garbage, rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of the Condominium nor shall any nuisance or odors be permitted to exist or operate upon or arise from any Unit which would render any other Unit or any other portion of the Condominium unsanitary or unsightly or which would be considered to be offensive or detrimental to persons using, occupying or owning any of the other Units. Each Owner and Occupant shall refrain from any act or use of a Unit which could cause disorderly, unsightly or unkept conditions or be in violation of any governmental regulations or requirements. Without limiting the generality of the foregoing, no exterior, speakers, horns, whistles, bells or other sound devices, other than security and fire alarm devices used exclusively for such purposes, shall be located, used or placed upon any Unit. Any Owner or Occupant who dumps, places or allows trash or debris to accumulated in or upon such Owner's Unit or any of the Common Elements shall be liable to the Association for all costs incurred by the Association to remove the same (although the Association shall be under no obligation to remove the same).
- 1.19 Window Treatments. No foil or other reflective material shall be installed on any windows or used for sunscreen, blinds, shades or other purposes within the windows of any unit unless approved by the Board. Appropriate window treatments shall be used on all windows of all exterior windows within each Unit. All window treatments which are visible from the exterior of the Building or from any of the Common Elements must be approved by the Association.

#### II. Miscellaneous

- 2.01 <u>Condominium Documents</u>. These rules and regulations shall be supplementary and in addition to the provisions of the Rules and Regulations of the Transportation Building Condominium Association. In the event of any conflict, the Declaration shall control. Unless otherwise defined herein, capitalized terms used in these Rules and Regulations shall be ascribed the same definitions as set forth in the Declaration. The Board may alter, amend, delete or change these Rules and Regulations shall be ascribed the same definitions as set forth in the Declaration. The Board may alter, amend, delete or change these Rules and Regulations at any time upon a majority vote thereof.
- 2.02 Use. No part of the Condominium Property shall be used in violation of or other than the uses and the related common purposes set forth in the Declaration. All use of the

ordinances, the Declaration, and all other laws and regulations of state, county and municipal authorities having jurisdiction. The Condominium's Common Elements shall be used only for the intended purposes. The sidewalks, driveways and yards must not be obstructed or encumbered or used for any purpose other than access, ingress, egress and for parking, provided that, prior to use as parking, a yard must be paved and otherwise comply with all applicable laws, ordinances, regulations and governmental requirements. 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 Condominium Property shall be used for commercial activities of any character, including solicitation of business, except for the Units which shall be used in accordance with the uses set forth in the Declaration.

- **2.03** <u>Nuisances.</u> No unlawful, 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 cause unreasonable noise or disturbance to others.
- 2.04 Maintenance and Repair. Each Unit Owner shall maintain its Unit and any appurtenant Common Elements associated with 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 \$5,000 or more shall first require that a refundable deposit in the amount of \$1,000 be deposited with the Association or management Company as designated by the Board.
- **2.05** Trash Disposal. Trash, garbage and other waste shall be disposed of only in designated areas and in authorized containers established by the Board (with bags). All refuse shall be disposed of in a clean and sanitary manner in sealed, waterproof bags, so as to avoid leakage in route to and in any refuse receptacles.

### 2.06 Pets.

- a. 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 Unit Owners shall be entitled to keep no more than two (2) well-behaved dogs or cats provided not for commercial or breeding purposes.
- b. Except in the Units, pets shall not be allowed on any part of the Condominium property unattended for any period of time.
- c. Pets shall not be permitted upon the yards, sidewalks or Common Elements of the Condominium Property unless they are carried or on a leash. 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.
  - d. Pet owners and/or the Occupant allowing the pet access to the Condominium are

Elements. Such fouling shall not be permitted to accumulate but shall be cleaned up immediately. In accordance with applicable law, the pet owner and/or Occupant allowing the pet access to the Condominium shall clean up after the pet wherever it may relieve itself on private or public property.

- e. Any Occupant who allows a pet on any portion of the Condominium Property shall indemnify and hold the 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 out of the presence of such pet or by reason of keeping or maintaining such pet within the Condominium Property.
- f. 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 Condominium upon thirty (30) days prior written notice.

### 2.07 Parking and Driving

- a. The maximum motor vehicle speed limit on the Condominium Property is 5 M.P.H. All traffic regulations must be observed by each Owner and each Owner's family members, guests, tenants, or employees and invitees.
- b. No boats, campers, trailers, or oversized vehicles may be parked on the Condominium Property. No vehicle may be parked on the roads providing ingress and egress or on the Condominium Property except in yards which comply with the above requirements. 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 paved driveways and parking areas designated for vehicular use.
- c. No vehicle which cannot operate on its own power shall remain on the Condominium Property 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 (determined by the Board).

#### 2.08 Common Elements

- a. Only authorized maintenance personnel (authorized by the Board) are allowed to adjust any Common Element equipment.
- b. Any damage to the building or equipment, other Common Elements or adjacent property caused by an Owner, his family members, guests, tenants, invitees or pets shall (at the option of the Board) be repaired by the Association and shall be assessed against the Unit Owner as a special assessment.
- c. No item of common ownership shall be removed from the Condominium Property or damaged. Any Owner, resident, family member, guest, tenant or

prosecution by the Association. The Owner and Occupant of the Unit in which the party causing the damage or removal resides or visits shall be held responsible for the cost of any item so removed or damaged.

## 2.09 Association Management

- a. 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.
- b. 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 in its Unit except as authorized in writing by the Association.
- 2.10 <u>Structures</u> No structures, improvements or appurtenances such as a doghouse, tent, shack, tree house, trailer, fence, aerial antenna or lighting or landscaping shall be placed on erected on any part of the Condominium Property without the prior written consent from the Board of Directors of the Association. Outdoor clothes lines shall not be maintained upon the Condominium Property at any time.
- **2.11** Access The Board of Directors or its designated agent may request or give notice of access to individual Units for use in emergency situations and the Unit Owners must provide this access upon reasonable request. Emergency situations will not require prior requests for or notice of access.
- **2.12** <u>Rules and Regulations</u>. There shall be no violation of any of these Rules and Regulations or of the terms and provisions of the Condominium Documents, or other supplemented Rules (which may from time-to-time be adopted by the Board of Directors and promulgated among the membership in writing) which is not cured within a reasonable time period set by the Board. 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.
- 2.13 Enforcement of Rules and Regulations. The Association is responsible for the notification of residents and/or Owners regarding violations of the Rules. A minimum fine of \$100.00 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 (1<sup>st</sup>) day of each month unless otherwise specified. Failure to pay the fine by the fifteenth (15<sup>th</sup>) of each month will result in a \$50.00 late penalty per month. Payment shall be made at the Association's office by check or money order, payable to the Association. Failure to pay any fine or assessment shall constitute a lien against the Unit of the violating Unit Owner. The delinquent Unit Owner will be responsible for the

payment of any attorney's fees and costs arising from legal action in connection herewith.

- 2.14 Monthly Condominium Assessments All monthly Condominium assessments are due and payable on the first (1<sup>st</sup>) day of each month unless otherwise specified. Payment should be made directly to The Transportation Building Condominium Association. Failure to pay by the fifteenth (15<sup>th</sup>) day of each month will result in a \$100.00 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 legal action in connection herewith.
- 2.15 <u>Tenants</u>. 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.
- 2.16 Construction or Improvements to Units. Prior to the commencement of any construction in any Unit or improvement to any Unit which cost exceeds \$1,000.00; 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.

During construction, the contractors, workmen, suppliers and employees must use areas designated by the Board. 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 y 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 every other 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. (unless otherwise approved by the Board) 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 Managing Agent 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. If there is a cost to repair any damage caused by the construction, a special assessment will be made against the applicable Unit Owner, which shall be a lien against the applicable Unit if not

2.17 Admission of Guests on Condominium Property.

a. 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, employees, guests or invitees or licensees. Any damage caused by the person or guest or invitee or licensee will be assessed against the Unit Owner and the Unit Owner will be responsible for paying any fine assessed in connection herewith.

b. Any Owner who has his or her Unit for sale is responsible for any person on the Condominium Property viewing such Unit and any and all violations

hereof and damages caused by such person.

c. Any entry onto the Property by guests or invitees or licensees shall be made without revealing to anyone access codes or making available entry keys. Owners shall exercise due care to protect the Condominium Property at all times and to safeguard such information.

Done as of the date set forth above.

The Transportation Building Condominium Association

Ву: 67/2012

Name ELIAS HELLOKS

Title: PRESIDENT

Expenses	Jan	Feb	Mar	Apr	May	un T	3	Aug	Sep	ö	AON.	2	
WATER	900.00	900.00	00:006	900.00	900.00	900.00	900.00	900.00	900.00	900.00	900.00	900.00	10,800.00
ELECTRICITY (COMMON)	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00	14,400.00
BUILDING INSURANCE	1,070.00	1,070.00	1,070.00	1,070.00	1,070.00	1,070.00	1,070.00	1,070.00	1,070.00	1,070.00	1,070.00	1,070.00	12,840.00
<b>-</b>	134.00	134.00	134.00	134.00	134.00	134.00	134.00	134.00	134.00	134.00	134.00	134.00	1,608.00
GARBAGE	185.00	185.00	185.00	185.00	185.00	185.00	185.00	185.00	185.00	185.00	185.00	185.00	2,220.00
ELEVATOR	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00	12,000.00
TELEPHONE	275.00	275.00	275.00	275.00	275.00	275.00	275.00	275.00	275.00	275.00	275.00	275.00	3,300.00
LIABILITY	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	1,800.00
ALARM SVSTFM	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	420.00
FIRE, SPRINK. SYSTEM	208.00	208.00	208.00	208.00	208.00	208.00	208.00	208.00	208.00	208.00	208.00	208.00	2,496.00
ACCOUNTING	170.00	170.00	170.00	170.00	170.00	170.00	170.00	170.00	170.00	170.00	170.00	170.00	2,040.00
FLOWERS	83.00	83.00	83.00	83.00	83.00	83.00	83.00	83.00	83.00	83.00	83.00	83.00	996.00
ELEVATOR TAX	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	30.00	360.00
GEN. MAINT. GROUNDS	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00	16,800.00
GAS GENERATOR	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	1,200.00
LEGAL	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	3,600.00
RESERVE (HOA)	800.00	800.00	800:00	800.00	800.00	800.00	800.00	800.00	800.00	800.00	800.00	800.00	9,600.00
AAconthiv Tota	8040 00	8040 00	8040.00	8040.00	8040.00	8040.00	8040.00	8040.00	8040.00	8040.00	8040.00	8040.00	96480.00

2022

APPROVED BUDGET

TRANSPORTATION BUILDIN ING

TOTAL @ \$8040.00/30= \$268.00

NUMBER OF BEDROOMS: TOTAL HOA FEES

1 \$268.00 2 \$536.00 3 \$804.00 2 FLOORS \$1,608.00

Approved 11/22/2021