

**EXHIBIT "F"**  
**RULES AND REGULATIONS**  
**CONCERNING THE USE OF**  
**301 EAST, A CONDOMINIUM**

In addition to those rules and regulations contained in the Declaration of Condominium of 301 East, A Condominium (the "Declaration"), the following rules are hereby adopted by 301 East Condominium Association, Inc. (the "Association"):

- 1. The Common Elements of 301 East, A Condominium (the "Condominium") are for the use of Condominium unit owners and their invited guests.**
- 2. 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. No motorized vehicle shall be operated on any walkway or other area except upon the driveways and parking areas designated for vehicular use.**
- 3. No article shall be hung or shaken from the doors or windows or placed upon the window sills or balconies of the units. Under no circumstances shall laundry, towels or other articles be placed or hung on the exterior portions of a unit.**
- 4. No one shall make or permit any noises that will disturb or annoy the occupants of any of the other units in the Condominium, or do or permit anything to be done which will interfere with the rights, comfort or convenience of others. No one shall loiter about the Condominium property or otherwise obstruct any of the Common Elements or Limited Common Elements, as defined in the Declaration. The equal and unobstructed access of all unit owners and their invited guests to these areas shall be maintained.**
- 5. Each owner shall keep such owner's unit in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or window or balconies thereof, any dirt or other substance. All garbage and refuse shall be deposited with care in the trash receptacles intended for such purpose and only at such times and in such manner as the Board of Directors may direct, or disposed of in a garbage disposal in accordance with the disposal instructions. No garbage cans of any kind may be stored outside of an owner's writ. No trash or other articles shall be burned, and all disposals shall be in accordance with such further rules and regulations as shall, from time to time, be promulgated by the Board of Directors of the Association in accordance with the Declaration and the Association's Bylaws.**
- 6. The sidewalks, driveways and parking areas must not be obstructed or encumbered or used for any purpose other than ingress or egress. Vehicles, including motorcycles, shall be parked only in the automobile parking spaces that have been provided. No vehicle shall be parked in such manner as to impede or prevent ready access to any building, driveway, parked car or any other parking areas. No vehicle shall be parked in any area where a "No Parking" or other similar sign is posted. No parking space, driveway, or other area shall be used for the storage or parking of any boat, boat trailer, house trailer, camper trailer, or any other sort of towed vehicle or object except as approved by the Board of Directors pursuant to specific rules and regulations regarding the same. The owners, their employees, servants, agents, visitors, licensees and family will obey the parking regulations posted by the Board of Directors in the parking areas, and drives, and any other traffic regulations promulgated in the**

future for the safety, comfort or convenience of the owners. Washing of cars, boats, and vehicles of any kind is prohibited except in areas designated by the Board of Directors.

7. All unit owners, their residents and guests shall adhere to any and all posted speed limits on the Condominium property.

8. Skateboarding, rollerblading and roller skating shall not be allowed at any time on the Condominium property.

9. No vehicle shall be parked upon the Condominium property that is unlicensed or inoperable, to be determined in the discretion of the Board of Directors. For the purpose of this provision, inoperable vehicles include, but are not limited to, vehicles missing one or more tires and vehicles with flat tires. Upon notification from the Board of Directors that a vehicle is unlicensed or inoperable, the owner of the vehicle shall have twenty-four hours after posting of the notice on the subject vehicle or the mailing of the notice to the subject unit owner, to remove the vehicle from the Condominium property, repair the vehicle to an operable condition and/or obtain a license for the vehicle; otherwise, the vehicle shall be towed from the Condominium property at the owner's expense.

10. Water closets or other water apparatus in the buildings shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, rags or other articles be placed in the same. Any damage resulting from misuse of water closets or other apparatus in the units shall be repaired and paid for by the owner of such unit. Water shall not be left running for any unreasonable or unnecessary length of time.

11. A unit owner may identify such owner's unit with a number plate of a type and size approved by the Association and mounted in a place and manner approved by the Association. No other sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any unit owner or any part of the outside of a building, hung from or placed on windows, window sills, balconies, or otherwise displayed, without the prior written consent of the Association, except signs used by the Developer in the sale or leasing of units as provided in the Declaration of Condominium of 301 East, A Condominium.

12. Unit owners are reminded that alteration and repair of the Common Elements (as defined in the Declaration) is the responsibility of the Association, except for those matters which are stated in the Declaration of Condominium of 301 East, A Condominium to be the responsibility of a unit owner. No work of any kind is to be done upon or affecting those portions of exterior building walls or interior boundary walls which are the responsibility of the Association without first obtaining the approval required by the Declaration of Condominium of 301 East, A Condominium.

13. No ham radios or radio transmission equipment shall be placed on any Common Element, Limited Common Element, or the exterior of the building so as to be visible from any street or any Unit; no television or radio antennas or television satellite discs over 22 inches shall be permitted. The location of television or radio antennas or television satellite discs will be directed and approved in writing by the Association on a case-by-case basis.

14. The Association, its workmen, contractors or agents, shall have the right of access to any unit at any reasonable hour of the day for the purpose of making inspections, repairs, replacements, or improvements, or to remedy any conditions which would result in damage to the portions of the

building, or for any purpose permitted under the terms of the Declaration of Condominium of 301 East, A Condominium or the Bylaws of the Association. Except in case of emergency, entry will be made by prearrangement with the owner. In the event the Association finds there are vermin, insects or other pests within any unit, it may take such measures as it deems necessary to control or exterminate the same. The Association shall arrange for pest control for all of the units unless directed otherwise by any unit owner.

15. No one shall use or permit to be brought into any unit or upon any of the common areas and facilities any inflammable oils or fluids such as gasoline, kerosene, naphtha or benzine, or other explosives or articles deemed extra hazardous to life, limb or property.

16. No more than 50 persons shall be allowed to occupy at any one time the roof top terrace area containing approximately 2,884 square feet which serves as a limited common element to the penthouse Unit 7.

17. Pets shall only be walked when on a leash and all pet waste shall be curbed and immediately disposed of by the unit owner.

18. Loud barking or other loud noises made by pets in units is prohibited and shall be considered and treated as a public nuisance.

#### **COMPLAINTS**

19. Complaints regarding the management of the condominium or regarding actions of other owners or persons shall be made in writing to the Board of Directors of the Association. The Association may assign to one or more persons, or to a manager, full responsibility for the enforcement of all or any one of these Rules and Regulations. Any complaint or dispute as to any of these Rules and Regulations, or as to any application or enforcement thereof, shall be made in writing to the Board of Directors setting forth the nature of the matter complained of, and the names of all parties aggrieved and/or charged by reason of such matter. The Board of Directors may, in its sole discretion, decide the complaint without a hearing. In the event the Board of Directors elects to have a hearing upon such complaint, not less than five days notice thereof shall be given in writing to each person named in the complaint as aggrieved and/or charged, stating the date, time and place of such hearing. Proceedings before the Board of Directors shall be informal, without technical rules of evidence, and each party aggrieved and/or charged shall be entitled to be present in person or by their attorney, and to be heard.

#### **AMENDMENT AND ENFORCEMENT**

20. Any consent or approval given under these rules by any person designated as manager or any person or committee designated as being responsible for the enforcement of any of these rules, and/or for the use of any common facility, shall be revocable at any time by the Board of Directors of the Association.

21. The Board of Directors may from time to time promulgate rules and regulations regarding the enforcement of these rules, and such other rules as the Board of Directors may adapt from time to time, including towing of vehicles, assessments for damages or other actions deemed appropriate by the Board of Directors.

**22. These rules are subject to amendment by the Board of Directors of the Association and to the promulgation of further rules by the Board of Directors and/or by the Association.**

**23. The foregoing Rules and Regulations shall not apply to Declarant, its successors or assigns, until it has surrendered control of the Association or its control of the Association has been terminated in the manner set forth in the Declaration and the Bylaws of the Association.**

## **Amendments to Original Rules and Regulations – 301 East, A Condominium**

### **OWNER RESPONSIBILITIES:**

- 1. Unit owners (“Owners”) are responsible to ensure their Residents, Tenants, guests, and invitees comply with the Association’s Declaration, By-Laws, Rules and Regulations, and these Amendments.**
- 2. Unit Owners are required to provide the Condominium Owner’s Association (COA) and Property Manager their personal home telephone number, personal email address and physical mailing address and are required to maintain this information current at all times.**
- 3. All Association dues are due on the 1st of each month and should be remitted to 301 East Condominium Association, P O Box 2474, Huntsville, AL 35804. Payments received on or after the 11th day of the month will be assessed a 10% penalty for late payment, in addition to any attorney fees required in obtaining payment.**
- 4. Owners are required to maintain active electric service in their Unit regardless of the state of occupancy. Maintaining a controlled environmental condition within all Units is essential for prevention of damage to the Condominium. Owners are required to maintain their Unit above a minimum temperature of 55 degrees Fahrenheit during the cold weather months between November 1 and May 1 to prevent potential damage to common plumbing caused by frozen pipes. Any damage to Condominium Common Elements that are the result of a Owner’s failure to maintain their Unit’s environmental conditions will be repaired by the COA and the cost of the repairs will be charged to the responsible Unit Owner as a Common Expense.**
- 5. Toilets and other drains in the condominium may be used only for the purposes for which they were designed. Any damage to the Common plumbing resulting from misuse of plumbing and/or drains will be repaired by the COA and charged to the responsible Unit Owner as a Common Expense.**
- 6. Use of Power tools on the property is not permitted between 9:00 p.m. and 9:00 a.m. of the following day.**
- 7. All sounds emanating from any Unit to include: voice, activity induced sound, television, radio, phonograph, stereo system, musical instruments, etc., must be reduced by 10:00 p.m. so that no sound emits from the Unit and will, at all times, be kept at a sound level that does not annoy neighboring Units.**
- 8. Nothing should be done or stored in any Unit, carried on, in or upon the common elements that violate any laws, or increase the insurance rates or cause the cancellation of the insurance of the Condominium or the contents thereof beyond the rates applicable for Units without prior written consent of the COA.**
- 9. Owners, Tenants, and guests may not use or permit the use of their Unit in any manner that is illegal, disturbing, or a nuisance; or which would infringe upon the rights, comfort, or enjoyment of other Residents; or in such a way as to be injurious to the reputation or value of the property.**

**10. The COA has the right to levy fines for violations of the Condominium Rules and Regulations, or any such Rule or Regulation subsequently adopted. Provided that the fines for a single violation does not, under any circumstance, exceed \$25.00. Each occurrence of a violation after receipt of notice by the Unit Owner may be considered as a separate violation. Any fine so levied will be considered as a common expense to be levied against the Owner involved. Unit Owners shall be responsible for payment of fines resulting from violations by their Tenants. The COA may enforce collection in the same manner as enforcing the collection of Common Expenses.**

**11. Owners are responsible for providing their Tenants with a copy of the current Rules and Regulations and any revisions that may be issued.**

**12. Unattended parking of vehicles in either the Condominium parking entrance or pull out is not allowed.**

**BUILDING SECURITY:**

**1. Residential Unit Owners must provide and maintain current with the COA and Property Manager the current telephone number of their Unit. This information is necessary to enable a Resident to unlock the Condominium entrance lobby door for visitors.**

**2. The security of the Residential section of the Condominium is maintained through the use of door access codes. Residents should keep door access codes private and notify the property manager when an access code needs to be deleted or changed.**

**3. No exterior doors should be propped open without prior coordination with the Property Manager.**

**ROOFTOP:**

**1. The Condominium Roof is exclusively for Residential use. A resident-Owner or Tenant may reserve the roof for an event by contacting the Property Manager. The Roof can be reserved as a semi-Private event in which case other Residents are notified that an event has been scheduled but that other Residents can use the roof grill or part of the roof on a non-interference basis, or the Roof can be reserved as a Private event which restricts the use of the Roof to the reserving Resident and invited guests. The Property Manager can provide a single-day door access code for visitors and service personnel for the party. Single-day door access codes must be requested more than 72 hours in advance of the event. Do not share personal permanent door access codes with guests.**

**2. The Resident making a Roof reservation is responsible for ensuring that all areas/furniture on the roof, to include the 7th floor lobby from the elevator to the roof and the roof top bathroom, are free of litter; that furniture is returned to previous location; and that the roof top trash can is emptied, the bagged trash removed and properly disposed of before departing the roof. Leaving the roof, the roof top bathroom or the 7th floor lobby in an unsatisfactory condition will result in the Resident requesting the reservation being charged the cost of cleaning the roof, the 7<sup>th</sup> floor lobby and the bathroom or for returning the area to satisfactory condition. Any damages to the roof, to include the furniture, planters, plants, bathrooms, and 7th floor lobby will be charged to the Unit Owner as a Common Expense.**

3. No resident-Owner or Resident may reserve the roof for a non-Resident's use without attending the party until the last visitor, guest, or service staff has departed the property. The Owner will be the responsible party should damage be incurred.

4. All doors and closures, including those to the rooftop bathroom, storage room, and rear emergency exit shall be checked and secured prior to exiting the roof.

#### **USE OF ROOFTOP GRILL:**

1. The gas grill is not to be moved or disconnected at any time.

2. Residents should provide their own grilling utensils, which should be kept in the Resident's condo when not in use.

3. The grill grates may be cleaned in the Resident's Unit before use if needed. Do not wash grates in the Roof bathroom sink.

4. The grill may be cleaned by heating the grate and by using the brass brush provided with the grill. After using the brush, wipe the grate with wet paper towels. Do not use any spray cleaners or harsh scouring pads on the grates or on the grill.

5. The grill's grates should be cleaned after each use.

6. After the grill has cooled reinstall the grill's fabric cover. Secure the cover with the straps to protect the grill from the elements. Do not cover the grill until the grill is no longer hot.

#### **LOGGIAS AND LIMITED COMMON AREAS:**

1. No Owner may hang laundry, rugs, drapes, etc., outside of a Unit. No clothes, poles, lines or clothes trees may be installed or maintained outside of any Unit.

2. Balconies and Loggias need to be kept in an orderly fashion at all times. Objects should not be placed on or hung from the railings or in any other manner that risk falling from the Loggia or Balconies.

3. Flammable, combustible, or explosive fluids, materials, chemicals or substances are not allowed. No gas or charcoal grills are to be used on the Loggias or Limited Common Element areas.

#### **RESIDENTIAL TRASH REMOVAL:**

1. To maintain Common areas in a pleasing and sanitary condition all trash must be tied in plastic bags and placed into the trash chutes located on each floor.

2. For the safety of all Residents, the trash room chute and door should remain closed at all times.

3. Do not place any cardboard boxes or large, bulky items into the trash chute. Large items will get stuck in the chute. Large items should be placed directly into the dumpster in the garage. All large boxes should be broken down and placed in the dumpster room against the wall.

4. Do not dispose of trash via the trash chute between the hours of 9:00 p.m. and 7:00 a.m. the following day. Between the hours of 9:00 p.m. and 7:00 a.m. take trash downstairs and place it in the garage dumpster. Items dropped down the trash chute make a loud noise that can disturb Residents whose bedrooms are directly adjacent to the trash chute room.
5. Access to the trash chute should not be blocked with personal items. All Residents on each floor need access to the trash chute.
6. The trashcan and the recycle bin located adjacent to the garage entrance to the lobby are for maintaining a clean parking garage and for disposal of trash items from personal vehicles. They are not intended as a primary method of disposing of trash and recyclable items.
7. Do not place food or pet waste in the trashcan located adjacent to the garage entrance to the lobby.
8. Do not place large bags of recyclable materials in the parking garage recycle bin located adjacent to the garage entrance to the lobby. Large quantities of recyclable material are to be placed in the green recycle cans located in the outside parking area alongside the dumpster.
9. Do not attempt to recycle glass. The trash removal service does not accept glass for recycling.

#### **RESIDENTIAL MOVING:**

1. In order to insure an orderly transition in the event of a title transfer, and to maintain a current and up-to-date roster of all Owners, any Owner that lists their Unit for sale must notify the COA and Property Manager of listing their Unit for sale and provide the name, telephone number, and email address of the listing agent. In the event of the sale of a Unit the Owner must provide the name and contact information for the new Owner to the COA and Property Manager immediately following the sale.
2. All moves require the moving Resident prior to the move provide a \$250 deposit to the Property Manager. The Property Manager will refund the deposit after satisfactory completion of inspection.
3. All movers/moving companies must protect the floors of both the first floor and the subsequent move floor with cardboard or some other protective surface. Any soiling or damage to Common area floor or carpet during the move in/out process is the responsibility of the Owner. Charges for repairs to the Common areas or for the replacement of Common area furnishings (to include but not limited to: walls, carpets, doors and door frames, common area furniture, and elevator) will be assessed and charged to the Unit Owner as a Common Expense and are the sole responsibility of the Owner. The Unit Owner is responsible for all damages caused by their Tenants.
4. All move in/outs must be coordinated and scheduled with the Property Manager. All movers/moving companies must register with the Property Manager a minimum of 72 hours prior to the move in/out commences. Condominium Rules and Regulations pertaining to move in/out will be provided to the moving Resident and to the moving company representative after registering with the Property Manger.



5. Subsequent to the moving company registration with the Property Manager and the moving Resident's delivery of a move deposit to the Property Manager an elevator key will be provided to the Resident prior to the move date for use during the move. The Property Manager will facilitate transfer of the key and provide instructions on elevator key use. However, the elevator may only be locked while loading/unloading from the elevator compartment per instructions. The elevator is to remain unlocked for use by other Residents at all other times. It is the responsibility of the moving Resident to ensure that the moving company and its employees are informed of and comply with the Condominium Rules and Regulations. The elevator key is to be returned to the Property Manager the first working day following the move.

6. All movers/moving companies should park moving vehicles on the street in front of the building main entrance. Moving company vehicles are not allowed in the private parking area. Movers/moving companies should provide and deploy traffic cones while blocking traffic on the street.

7. All moves must occur on Monday through Friday between 9:00 a.m. and 5:00 p.m. No move in/out is allowed on weekends or holidays unless approved by the COA.

8. During the move process the moving Owner/Tenant is required to post both their personal cell phone number as well as the cell phone number of the lead on-site mover on each floor at the elevator. In the event a Resident requests use of the elevator during the move process the elevator is to be released to transport the Resident within 2 minutes of notification by the Resident.

9. The moving Resident is responsible for the actions and conduct of their moving company and the moving company's employees while they are present on the property. Any complaints by Residents against the moving company or their employees are to be immediately resolved by the Resident.

10. Failure to comply with the move in/out rules will result in the Unit Owner receiving a fine of up to \$500.

#### **CONSTRUCTION/MAINTENANCE AND REPAIR WORK:**

1. Slab and Exterior Wall Penetration: No penetrations or saw cutting may be made to the suspended slab or exterior walls without COA prior written approval and notification of the date and time.

a) X-rays of the area of the proposed floor or exterior wall opening must be taken for COA approval. A qualified X-ray contractor hired at the Owner's expense will perform all X-rays.

b) COA approval will not relieve the Owner from responsibility for any damage to the Condominium or any Unit due to the penetration or saw cutting of the floor slab or exterior walls. The Owner will coordinate with the COA or its designated representative when any core boring or saw cutting of the second floor slab is attempted, and provide a watchman in that specific area below the premises where core boring will occur, for the duration of the work.

c) All penetrations are to be properly sealed and filled with concrete.

2. Roof Penetration: No roof penetrations are allowed without COA prior written approval.

- a) Any and all roof penetrations requested by an Owner will be at the Owner's expense, and performed by the COA's designated roofing contractor.
  - b) The COA's designated roofing contractor, at Owner's expense, will perform all application of roof materials, equipment mounting platforms, curbs, and pipe penetrations.
3. **Work Hours:** All Unit Construction, Maintenance or Repair work, interior or exterior, is limited to Monday through Saturday from 8:00 a.m. to 5:00 p.m. unless the COA or its designated representative gives specific permission for a variance.
- a) The COA or its designated representative will perform routine inspections/walkthroughs with regards to accurate performance of a contractor's work to Condominium standards, general safety requirements, and adherence to the Condominium Rules and Regulations.
4. **Damage Repairs:** The Owner is responsible for the repair and/or replacement of any damage to the Condominium or surrounding Units caused by its Contractors or Subcontractors. All damage must be repaired at the sole cost and expense of the Owner.
5. **Contractor Supervision:** All Owners must be on-site at all times while any work is being performed on their behalf in their Unit or at the Condominium.
6. **Clean-Up:** All Owners are responsible for insuring that work Common Element areas remain clear and all debris is properly disposed.
7. All vehicles associated with Construction, Maintenance and Repair must be parked off Condominium property.
8. Any entrance to the covered or outside parking areas by Construction, Maintenance, or Repair personnel or vehicles must be coordinated with the Property Manager.
9. Construction, Maintenance, or Repair personnel shall not prop open any exterior door without prior coordination with the Property Manager.
10. The Unit Owner or Resident shall instruct Construction, Maintenance, or Repair personnel to not permit access to the Condominium property by anyone not associated with their Company. Individuals authorized to access the Condominium property have a door access code or key and can gain entrance by other means.
11. Owners or Residents having Construction, Maintenance or Repair work performed may permit a Construction, Maintenance or Repair vehicle to park in their personal parking space within the Condominium parking area.
12. Owners or Residents can request that the Property Manager provide the Owner or Resident with a limited-duration door access code for use by their Construction, Maintenance or Repair personnel. Door access codes must be requested more than 72 hours in advance of the limited-duration time period.