

ALHAMBRA CLUB CONDOMINIUM ASSOCIATION, INC.  
OWNER INFORMATION

REVISED November 21, 2024

PREAMBLE

The Alhambra Club Rules & Regulations on the following pages are published to advise all owners and residents of what is required to ensure the safety and well-being of our community, as well as enhancing the value of each individual unit. The Rules & Regulations are intended to clarify and enhance the guidance provided in the Declaration of Condominium and the By-Laws. If a conflict arises between the verbiage in the Rules & Regulations and the Declaration or By-Laws, the latter will take precedence. Owners and residents who witness a violation of these rules should take immediate positive action to advise those involved of the infraction and the proper action to take. Owners and residents may, if they wish, make a formal complaint in writing to the Association Manager. Details in the complaint should include the time, place, who was involved, and the nature of the violation. The Association Manager will inform the unit owner/s involved in the complaint to seek resolution. Depending upon the seriousness of the violation and whether or not a resolution has been achieved, the Association Manager has the option to bring the complaint to the Association Board of Directors (BOD) for appropriate action.

DISSEMINATION OF NECESSARY INFORMATION

1. Alhambra Club Condominiums is a deed restricted community. All owners, residents, and visitors are required to abide by all the rules and regulations set forth by the Homeowner's Association.
2. Alhambra Club through its Community Association Manager will maintain a web Portal for the distribution of timely information on meetings, vendor work, volunteer opportunities and other general correspondence. In addition, an up-to-date electronic copy of the Alhambra Club Condominium Documents will be available for download from the Portal. All owners are strongly encouraged to set up an account on the Community Property Manager's Portal and become familiar with the information available through it.
3. Notice Boards are located in the elevator vestibules of the A and B Buildings. A third Notice Board is on the wall outside the entrance to the Clubhouse. Information for residents will be placed on the Notice Boards when required. All residents should check the Notice Boards regularly to remain informed on activities and other useful information.
4. Door notices will be placed on unit main doors when necessary. Such notices are required reading as they often pertain to vendor access to units or other work being performed on the premises.

Notices for the Annual Meeting, BOD elections and items for owner vote will be mailed to the registered address of each Unit owner via United States Postal Service. Owners are reminded to ensure that the Association Manager has an accurate mailing address so these materials can be received in a timely manner.

ALHAMBRA CLUB CONDOMINIUM ASSOCIATION, INC.  
RULES & REGULATIONS

REVISED November 21, 2024

GENERAL RULES FOR ALL RESIDENTS

1. All garbage must be tied in plastic bags. All bags too large for the garbage chute must be hand carried down to the garbage dumpster located on the ground level. All boxes and cartons must be broken down, flattened and hand carried down to the garbage dumpster located on the ground level. Do NOT put boxes and cartons in the garbage chutes. Furniture, appliances, or other oversized objects must not be placed in the dumpster. Residents are required to remove oversized objects from Alhambra Club property or make arrangements with a local bulk trash company to have the objects removed at the resident's expense. If an oversized object is left outside the dumpster and an additional violation and carry-off fee is incurred, the unit who left the object will be charged for that fee.
2. No trash or garbage (including cans, bottles, cups, etc.) shall be left in the halls, foyers, ashtrays or in the parking area, walkways, balconies, pool area, outside the dumpster, or in dumpster chute rooms.
3. No outside objects or plants, trees, potted or otherwise, not part of the original landscaping, shall be placed in common areas without prior Board approval. Once approved, such an addition will become part of the common property.
4. No removal or trimming of any trees or shrubs is allowed unless approved by the Board of Directors.
5. No doormats are to be placed outside unit doors. Doormats pose a tripping hazard. Hallway screen doors must be closed at all times. Screen doors are to be uniform in style with black frame when replaced. If an existing screen door is removed, it must be replaced starting on 1/1/24.
6. Holiday decorations must be removed one week following each holiday and should be put up no earlier than 30 days before the holiday.
7. Grilling and cooking with electric ranges and electric grills is permitted. Storage and use of electrical cooking appliances such as electric ranges and electric grills is permitted. Gas grills are **not allowed** and are not to be stored on property. (See 2010 Florida Fire Prevention Code and National Fire Protection Association

- (NFPA) Standard 1 Fire Code Handbook). Cooking with gas and solid fueled barbecued grills is prohibited on balconies, pool deck, under overhanging portions of buildings and trees, and within ten (10) feet of any structure. All grills must be attended by an adult throughout the cooking process. Any grills that develop into a fire while cooking must be extinguished immediately. Persons using grills assume **complete** responsibility for any damage or nuisance caused to their neighbors. The Association assumes no responsibility or liability in this area.
8. Gas grills are not allowed under any circumstances.
  9. No fires/campfires/wood fires/fireworks are allowed on premises at any time including but not limited to all common areas, including porches. This includes items such as fire pits and decorative torches. Violators will assume complete responsibility for any damage caused to common property and neighbor's personal property.
  10. No outside painting is permitted without Board approval. No painting of any kind in any common areas damaging common property is allowed.
  11. Outside electrical outlets are primarily for the use of maintenance personnel. Residents may use these outlets temporarily (no more than 30 minutes) to vacuum their vehicles, and for emergency battery charging. No other use is authorized without the permission of the Board.
  12. In accordance with the Declaration of Condominium Section 7.5, unit owners and residents are prohibited from directing maintenance, cleaning, and lawn personnel or other contractors hired by the Association or the Association Manager in the performance of their duties and tasks. Only persons specifically authorized by the Board or the Association Manager may provide such direction.
  13. Window treatments shall be neutral, soft toned pastel. No sheets, towels and/or tin foil, or other coverings are allowed other than shades, shutters, curtains, or blinds. Window treatments must be maintained and in good repair.
  14. Hurricane shutters can be used when tropical systems are forecasted. Hurricane shutters must be open when tropical systems have cleared.
  15. To comply with the Alhambra Club Declaration Article X, Section 2, Residents shall exercise extreme care about making noises or the use of musical instruments, radios, televisions, or amplifiers that may disturb other residents, especially during the hours of 10 PM to 7 AM in accordance with the county ordinance pertaining to disturbing the peace. Renovation work which causes noise is subject to a curfew from 8:00pm to 7:00am.
  16. Car washing is restricted to residents only. Car washing is permitted during the hours of 7 AM to 8 PM and only at the car washing stations located on the

parking lot side of 109B and on the parking lot adjacent to the wall of the pool pump-house. No other spigots on property may be used for car washing. Residents must provide their own hose and shutoff nozzle.

17. No major repairs other than emergency repairs are to be performed on any vehicles, trailers, or boats and motors on condominium property.
18. All heavy furniture must be moved on dollies/hand trucks so as not to damage the hallway and elevator floor covering or foyer entrance tile. Owners are responsible for notifying tenants and new owners in advance of this requirement. Persons causing damage will be responsible for repair costs.
19. Residents/tenants moving in/out are to contact the Board of Directors via email at alhambrclubcondo@gmail.com in advance to obtain protection for elevator floor and walls.
20. No political, religious, or racial signs of any kind are allowed in any common areas as well in individual unit windows, doors, and porches unless approved by the Board of Directors.
21. Owner must inform management of the intended listing of the sale or listing for rent of their unit and is required to post each intended listing sale on the community bulletin board in A and B building for two weeks.
22. Prior to the sale of any unit, the perspective purchaser shall submit to the BOD, either directly or through any Association agent, both an application, and such information needed to complete a criminal background check which must be approved or denied by the BOD within (5) business days of the submission.
23. Prior to the leasing of any unit, the unit owner shall obtain written approval from the BOD, through the Association agent, confirming that such contemplated lease will not cause the ratio of tenant-to-owner occupied units to rise above the maximum ratio set forth. If the BOD determines such contemplated lease will adversely affect the ratio, the unit owner shall not be permitted to lease the unit until such time as the aforementioned ratio will no longer be adversely affected. Consequently, the unit owner has the right to send a letter to the Association agent to be placed on a waiting list to await a rental opening that will keep the tenant-to-owner ratio below the minimum ratio set forth. When an owner is informed of an available rental, that owner will have 90 days to rent the unit including the approval of the Association Manager and the Board. If the owner is not able to rent the unit, the available rental will move to the next owner on the rental waiting list.
24. Owners must inform management when the unit occupants change in any way as background checks must be obtained and leases must be received and placed on file. Association has the right to review the new lease but does not have the right

- to changes in leasing terms. If the BOD determines such contemplated lease will adversely affect the ratio, the unit owner shall not be permitted to lease the unit until such time as the aforementioned ratio will no longer be adversely affected. Consequently, the unit owner has the right to send a letter to the Association agent to be placed on a waiting list to await a rental opening that will keep the tenant-to-owner ratio below the minimum ratio set forth. When an owner is informed of an available rental, that owner will have 90 days to rent the unit including the approval of the Association Manager and the Board. If the owner is not able to rent the unit, the available rental will move to the next owner on the rental waiting list.
25. Prior to the lease of any unit, the owner of the unit must submit to the Association agent, both an application, and such information needed to complete a criminal background check which must be approved or denied by the BOD within (5) business days of the submission.
26. The Association shall have a lien on each condo parcel for any unpaid assessments and interest thereon which have been assessed against the unit owner. The Board of Directors may take such action as they deem necessary to collect assessments by enforcing and foreclosing said lien and may settle and compromise the same if in the best interest of the Association. The Association should be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien and to apply as credit against said bid all sums due the Association and thus purchase the condo parcel at the foreclosure sale.

### PETS

1. No pets other than canaries, parrots, parakeets, dogs and cats are allowed. Fish tanks of a reasonable size are allowed. **Owners are responsible for any damage to any units or common area caused by their pets.**
2. The total number of pets shall not exceed two (2) dogs **or** two (2) cats for a total of **two (2)** animals. Litters are exempted for a period of one hundred and twenty (120) days. Individual owners may prohibit their tenants from having pets.
3. Persons who walk pets are responsible for immediately cleaning up after their animals and discarding securely bagged pet waste **inside the dumpster**. Cat litter shall not be disposed of in toilets. No pet waste (**including litter bagged or unbagged**) may be dropped down trash chutes unless securely double-bagged. Failure to clean up will result in a warning (1<sup>st</sup> offense) and fines (subsequent offenses) in accordance with the enforcement policy.
4. Dogs are to be walked outside the fenced areas of both buildings or on property **AT YOUR OWN RISK**. Do not walk dogs (other than in transit) in the front entrance areas of either building. Do not walk dogs in flower beds. When walking dogs in grassed areas, remain a minimum of **TEN (10) FEET** from any

structure. This is to prevent any chance of urination on the painted surfaces of the common property.

5. Dogs and cats are permitted on elevators provided the owner leashes the pet or uses a carrier/tote, and cleans up any accident. Guide dogs and service dogs are **required** to be leashed or carried in a carrier/tote. **Owners must be in control of their pets at all times so as not to impact or be a danger to others.** Leashes must not be extended more than 3 feet from the owner at any time.
6. The BOD shall determine if any pet presents a nuisance or a danger to other residents, guests or invitees. The number and seriousness of the incident/s caused by a pet will be considered by the BOD in its determination. Pets that make noise continuously and/or incessantly to the disturbance of any person at any time day or night are considered a nuisance.
7. Pets shall not be kept, bred, or used for any commercial purpose. This includes caring for, grooming, and training pets for compensation.
8. Pets must be confined to the pet owner's unit and must not be allowed to roam free or be tethered outside the owner's unit or common areas. Pets must not be left unattended on patios or balconies. Pets in transit are to be carried, restrained by a leash, or placed in an animal carrier. Orange County Ordinance 95-32 also requires that dogs must be on a leash when outside of the units.
9. Notwithstanding any other provision herein, disabled individuals may keep assistance animals in their units.
10. Residents are responsible for the pets of guests who visit their unit; such pets are subject to the same restrictions as resident pets.

#### COMMON AREAS

Common areas include: the Clubhouse, swimming pool, boat ramp, bridge, grassy areas abutting the buildings and lake, and the use of Lake Buchanan itself. Residents, resident invitees and guests have full access to all common areas. Non-resident guests **MUST** be accompanied by the resident when utilizing the common areas. This is particularly true with young children near the bridge, lake or swimming pool.

##### A. CLUBHOUSE

1. For reservations, contact the Clubhouse Committee Member. Rental information is provided on the bulletin board including contact information for rental. Rental of the clubhouse does not include access to or use of the pool or pool area.

2. Payment of deposit monies, and arrangement for access will be made with the current contact committee member. The clubhouse calendar is for informational purposes only.
3. No reservations may be made further in advance than ninety (90) days with the exception of the Board of Directors and the Association Clubhouse Committee for official Association functions.
4. A security deposit of one hundred (\$100) dollar **check or money order** and rental fee of fifty (\$50.00) dollars cash per day are required before receiving access. The clubhouse/recreation area must be left in its original condition. **Any damages in excess of the \$100.00 security deposit will be charged to the unit's account and the security deposit will not be returned.** A list of instructions will be provided **in the clubhouse rental contract**. Any reservation of more than one (1) day will require approval of the Clubhouse Committee.
5. Any unit owner and/or tenant who has previously been assessed for damages after clubhouse use, or who has previously violated house rules and regulations regarding reserved use of the clubhouse, must get Board approval for future reservations. If approved, a security deposit of two hundred fifty (\$250.00) dollars and rental fee of fifty (\$50.00) dollars per day will be required before rental.
6. Persons making reservations must advise guests of parking restrictions and are responsible for guests' use of clubhouse parking (West of clubhouse building) or visitors' lots only. Parking on grassy areas or sidewalks will not be permitted and will be subject to towing.
7. The full Clubhouse Committee will have preference for clubhouse use on all major holidays for community association events.
8. In accordance with County health codes no pets are allowed at any time in the clubhouse or the fenced pool area.
9. Clubhouse doors will be kept locked at all times. Outside doors will be kept closed **at all times** to prevent heat/AC loss.
10. The Clubhouse may not be used for profit or gain other than by the Association.
11. Access to the clubhouse for resident only card playing, ping-pong games etc., is available by obtaining a key from a Clubhouse Committee Member, and the residents assume full responsibility for securing the building afterwards.

B. SWIMMING POOL

1. Hours: From 8:00 a.m. to 10:00 p.m. All users of the pool are responsible to re-lock the gates when they depart.
2. Rules are posted at several locations in the pool area. All users of the pool must read, comprehend and observe the posted rules.
3. Guest must be accompanied by a resident **during the entire time while using the enclosed pool area.**
4. All children under 14 years of age must be accompanied by an adult resident 18 years of age or older.
5. Children who are not toilet-trained are not allowed in the pool without a swim diaper (such as “Little Swimmers” and vinyl pants) and must be accompanied by an adult at arm’s length at all times. If your child or guest is responsible for a closure due to fecal matter, all costs to clean and reopen the pool will be assigned to the unit responsible.
6. No removal of pool furniture from the pool area.
7. No diving, running, or rough play allowed.
8. In the event of inclement weather, swimmers are to clear the pool and pool enclosure for the duration of the storm for at least thirty (30) minutes after lightning/thunder has ceased.
9. No glass or breakable objects in the fenced area of the pool. No food within 4 feet of the pool. All food waste must be deposited in the trash container provided.  
**NO GRILLS ALLOWED IN POOL AREA.**
10. Safety equipment and garden hoses are not to be removed or played with.
11. **ABSOLUTELY** no suntan oil in the pool.
12. No pets or animals are permitted in the fenced in pool area. Exceptions will be made for guide animals.
13. No rafts or floats are to be stored in any common area of the pool, clubhouse or building hallways.
14. The Board of Directors reserves the right to terminate pool access for misuse, vandalism, not obeying posted rules, and or after-hours entry.
15. All swimmers swim at **THEIR OWN RISK.**

C. **BOAT RAMP**



1. Use of boat ramp and bridge/dock is at **YOUR OWN RISK**. The Association assumes no responsibility for any damage or injury as a result of boat ramp and bridge/dock use.
2. Always abide by lake laws. Lake law pamphlets are available at most boating/sports stores. It is the responsibility of boaters to obtain this information.

#### D. PARKING AREAS

##### 1. GENERAL

- a. All parking rules will be enforced. **All violators are subject to towing without notice.**
- b. All vehicles parked on property must be operable, legally registered and display a current annual State/Provincial decal. If a resident is away (seasonal or work assignment etc.) which will result in the decal expiring, the resident is responsible to inform the Association Manager of his/her expected return date to avoid violation and/or towing of the vehicle.
- c. Long term storage of non-resident vehicles is prohibited. Short term storage of non-resident vehicles will be coordinated with the Association Manager or BOD and is limited to a maximum of two (2) weeks.
- d. Commercial vehicles and vehicles with permanently affixed advertising signs on their exterior, with the exception of emergency response and police vehicles marked as such, are prohibited from parking on property overnight except in an emergency or as authorized by the BOD.
- e. Vehicles with lewd and lascivious signs or paint are prohibited.
- f. Resident vehicles must be parked in non-preferred parking spaces when away on vacation.
- g. No covering of vehicles is allowed at any time.
- h. Due to limited parking space, boats, trailers, RVs, and campers are not permitted on property other than for temporary purposes, such as loading or moving. Due to the limited width of the parking area, vehicles over 22 feet long are prohibited from parking on the property so as to avoid blocking the driving and fire lanes. Temporary parking is limited to the extreme east lot of Building "A". Boat trailers may be parked on the grassy area by the boat ramp only while the boats are in the lake. Please use caution not to block the boat ramp or the entrance gate.

- i. Vehicles parked in Fire Lanes and No Parking Zones are subject to towing without notice by the County Authorities.
- j. Towing will be at vehicle owner's expense. If a vehicle is towed, neither the Association nor any director, officer or agent of the Association shall be liable to any person for the cost of towing or any claim of damage and as a result of the towing.
- k. Towing will be by the designated company agreed to by the BOD and the Association Manager. Name of designated towing company can be found on the bulletin boards and posted at each gate
- l. Vehicles at the front of Buildings "A" and "B" shall be kept sufficiently back from the curbs so that the sidewalks are not blocked, and damage is not caused to the tree or irrigation sprinkler heads.
- m. Handicap parking spaces are available in accordance with FL State Law. Handicap spaces are First Come First Serve and vehicles using them must display a valid handicap Decal or be subject to towing. If handicapped guests are unable to park in a handicapped spot and do not have a parking sticker, the guest is required to park in the visitor lot.

## 2. VEHICLE IDENTIFICATION AND ACCESS CONTROL

- a. FOB's and Parking Stickers will be held and accounted for by the BOD. FOB's and Parking Stickers will only be issued by the Property Manager and / or BOD. Property Manager or BOD will document registration number on a maintained spreadsheet. If the vehicle is not registered in the name of the resident, an explanatory note must be provided to the Association Manager or BOD before approval will be granted. **A maximum of two registered vehicles per unit are allowed to be parked on the premises.**
- b. Each resident unit owner was given one FOB and one Parking Sticker at Alhambra's expense during the activity period Aug 2019-Sept 2019. A second FOB can be purchased for each unit from the Association Manager or BOD. Registered tenants received an initial FOB and Parking Sticker for their respective unit from Alhambra Club during the activity period Aug. 2019 – Sept. 2019.
- c. If a unit is rented out or sold after the issuance of the initial FOB and sticker, the unit owner is responsible for transferring the FOB to the new tenant/owner. A new sticker will only be issued to the new tenant/owner by the Association Manager or BOD in accordance to the requirements listed in Paragraph a.

- d. Non-resident owners will not be automatically entitled to receive a FOB or sticker. Requests for a FOB can be made to the Association Manager or BOD and will be approved by the BOD on a case by case basis. Non-resident owners may access the property via a gate code when needed and park in the Guest Lot. A gate code will not be available for access into the “B” building main lot, a gate FOB must be used for access.
- e. Resident owners or tenants who do not have a vehicle will not be issued a Parking Sticker. A FOB may be obtained to allow the resident to grant access for any alternate means of transportation whether taxi, Uber, family, or friend’s vehicle. A Parking Sticker will only be issued as listed in paragraph a.
- f. When a tenant moves out, or a unit is sold the unit owner is responsible for delivering the Parking FOB to the Association Manager or BOD or new tenant/owner. If a FOB is not transferred, the new owner/tenant is responsible for purchasing a new FOB from the association’s manager and/or BOD. If a FOB is found to be defective and does not show excessive wear and tear within one month of purchase it will be replaced free of charge. After one month, replacement of a new FOB will be assessed at the replacement fee rate.
- g. Each unit is allowed a resident parking pass to park in the main lot of each building and a guest parking pass will be provided for parking in the marked guest spaces if there is a second vehicle registered to the unit.
- h. Each unit will be allowed the maximum of two vehicle parking passes without exception. One resident vehicle parking pass and one guest pass.
- i. A parking pass will only be given to residents/tenants who are approved to live on property.
- j. Vehicle parking passes must be placed on the vehicle you register. The entire sticker must be always visible and attached on the front windshield. The parking pass number must be visible at all times while parked on property and cannot be interchanged with other vehicles. All parking pass numbers are assigned to the car information provided when receiving the parking pass.
- k. All residents who are parking vehicles on property are required to have a parking pass. No exceptions. Vehicles will be towed without notice. Damaged parking passes will be replaced free of charge if returned. There will be a

charge for a lost parking pass replacement and the old pass will be voided and no longer valid.

1. Guests who are staying less than 24 hours must park in a guest parking spot and DO NOT need a parking pass.

### 3. BUILDING “A” RULES

- a. The marked Loading Zone is for temporary pick-up and unloading only. **It is not a parking spot.** Loading area use is limited to 20 minutes. **Its use is limited to loading/unloading, move in/move outs, and service vehicles.** Violators will be subject to towing.
- b. **DO NOT BLOCK THE LOADING ZONE ENTRANCE AND GATE EXIT.** Violators will be subject to towing.
- c. The guest parking lot is located at the eastern end of the Building “A”. Additional guest parking is located at the west end of the “A” parking lot in the spaces labeled guest.

### 4. BUILDING “B” RULES

- a. The marked Loading Zone is for temporary pick-up and unloading only. **It is not a parking spot.** Loading area use is limited to 20 minutes. **Its use is limited to loading/unloading, move in/move outs, and service vehicles.** Violators will be subject to towing.
- b. **DO NOT BLOCK THE LOADING ZONE ENTRANCE AND GATE EXIT.** Violators will be subject to towing.
- c. The guest parking lot is located at the south end of the Building “B”. All parking in this lot is guest parking.

## SALE AND LEASING OF UNITS

### 1. GENERAL

- a. All unit owners are responsible for completing an affidavit stating unit status whether owner occupied or leased. Details can be provided by the management company. This is not intended to restrict the rights of owners but to expedite the handling of background checks etc.
- b. All Airbnb and similar short-term rentals are prohibited. All lease terms must be filed and must be one year in length or longer.

### 2. SALE OF UNITS

- a. Unit owners who wish to sell their unit must complete the Sale Information form which can be obtained on the Alhambra Club Internet Portal (contact management for details) and deliver this form to the Association Manager for processing. This is not intended to restrict the rights of owners but to expedite the handling of background checks etc. The management company is responsible to list the impending listing of sale and lease on the physical bulletin board on property prior to the public listing. This information will be posted on the bulletin board of the pending listing of sale.

### 3. LEASING OF UNITS

- a. Unit owners, in order to lease a unit, must complete the required registration documents including the Association's background checks and make payments of any associated fees prior to leasing a unit due to owner/rental ratios. Unit owners who are leasing their units, regardless of whether or not they have hired a property manager to deal with the placement of their tenants, are wholly responsible for the actions of their tenants. All unit leases must be filed or updated prior to the expiration or when the lease changes in any way. EACH and EVERY adult person who will be an occupant of the unit for the duration of the lease must have a background check and be approved by the Association and the unit leases are to be kept on file.
- b. In accordance with the Alhambra Club Declaration of Condominium Section 9.3, the Board of Directors has discretion in setting the ratio of rented units to owner occupied units as long as it never exceeds the maximum 40% rented units set forth in the Declaration. The Board has designated the Association Manager as the custodian of the official owner list and list of rented units utilized when deciding whether the maximum has been reached.
- c. The Board has set the ratio at 40% rented/60% Owner Occupied for Alhambra Club Condominium. Requests for exceptions which would result in an exceedance to this ratio will be denied by the Association Manager and the Board.
- d. Units which have been in rental status shall remain in that status until either the lease expires, and the tenant moves out or property is sold. The Unit owner is required to inform the Property Manager that the status is changing to Owner Occupied with a transition date, or until that Unit's title is transferred to a new owner. When a Unit is sold or transferred it shall revert to Owner Occupied Status in all cases. This includes when a renter moves out. The new and/or continuing owner may not claim grandfathering for continued rental of the Unit.

- e. If a registered unit owner decides to put their unit up for lease/rent, a written request shall be made to the Association. If the 40% cap has not been reached, then the Association Manager will authorize the change of status from Owner Occupied to Rental and update the official owner lists. If the 40% cap has been reached at the time of the request, the Unit will be placed on the Waiting List for Rental approval and the owner notified.
- f. The Waiting List will be maintained by the Secretary of the Board of Directors and shall be transacted in a First In/First Out manner without exception. The Secretary will update the BOD on the status of the Waiting List at each regular Board Meeting.
- g. When an owner is informed of an available rental, that owner will have 90 days to rent the unit including the approval of the Association Manager and the Board. If the owner is not able to rent the unit, The available rental will move to the next owner on the rental waiting list.

## FLOOR COVERINGS

### 1. GENERAL

- a. In accordance with the Alhambra Club Declaration of Condominium Section 10 (a), the Board of Directors is authorized to define and enforce the definition and application of acceptable floor coverings which do not transmit sound.
- b. For units on the Ground floor (1<sup>st</sup> floor) of each building, any or all parts of the unit may be covered with tile, wood flooring, laminate, vinyl flooring, carpet or area rugs at the discretion of the owner.
- c. For units on the 2<sup>nd</sup> and 3<sup>rd</sup> floor of each building, wet areas which include the bathroom(s), kitchen, laundry room, utility closet and entryway may be covered with tile, wood flooring with sound barrier underlay, laminate floor with sound barrier underlay, vinyl flooring or carpet. Other areas must be covered with carpet, wood flooring with sound barrier underlay, laminate flooring with sound barrier underlay or vinyl flooring. Proof of sound barrier underlay may be required and failure to comply with these rules may result in flooring being removed at the expense of the owner.
- d. Any requests for relief from these requirements must be presented to the Architectural Committee and approved by the Board of Directors.

## ALTERATION/RENOVATION/MODIFICATION OF UNITS

### 1. GENERAL

- a. In accordance with the Alhambra Club By-Laws Article VIII Section 4, all unit owners and residents are required to submit any changes to units to the Architectural Committee for review and on the Committee's recommendation; such changes shall be submitted to the Board of Directors for approval. All modifications to units shall be in compliance with Orange County Building codes and a permit must be pulled and completed when required by those building codes. Unpermitted alterations are a hazard to the safety and well-being of all residents of Alhambra Club.
- b. It is the intention of this rule not to discourage improvements to units, but to ensure that the changes requested will not affect the common areas, the structure of the buildings, or the quality of life of all residents.

## ENFORCEMENT & PENALTIES

### GENERAL

In accordance with the Alhambra Club Declaration of Condominium and the By-Laws, the Board of Directors is authorized and required to enforce all of the articles in the Declaration of Condominium, the By-Laws and the Rules & Regulations. To elicit and ensure compliance, the Declaration Section 19 authorizes the assessment of penalties for violations of the provisions of the Declaration, the By-Laws and Rules & Regulations as they pertain to activities in individual units. The By-Laws Article VIII (e) authorizes the Board to seek damage for violation of the By-Laws and the Rules in the Common Areas.

### VIOLATIONS

PRIOR TO IMPLEMENTING THE FINE SCHEDULE WITH THE NOTICE REQUIREMENTS, AN INITIAL **FIRST** VIOLATION NOTICE WILL BE SENT TO THE OWNER WITH A \$15.00 ADMINISTRATION FEE. IF THE OWNER DOES NOT CORRECT THE VIOLATION THE FOLLOWING SCHEDULE WILL BE IMPLEMENTED

A Warning Letter will be sent to the Owner of the property via regular or certified mail outlining the violation and, if appropriate, given a time frame for compliance. This violation notice will be sent with a minimum of 14 days to address the violation. If the violation is not addressed, the board will meet to send the violation to the fining committee. The fining committee will meet to decide if the violation is valid. If the fining committee validates the violation, a second notice will be sent.

### SECOND NOTICE

The association will assess a monetary penalty per the Fine Schedule if the Owner has not corrected or removed (or has chosen not to correct or remove) the violation, or the violation has been repeated. All penalty notices will be sent via regular or certified

mail. The homeowner will be responsible for a certified fee added to the penalty. In addition to notifying the property owner that the violation has not been addressed, this notification will also inform the owner of the date of the fining committee hearing to appeal the imposed fine.

#### ASSESSMENT OF ADDITIONAL MONETARY PENALTIES

After the Imposition of the Initial Penalty, additional penalties may be imposed upon subsequent inspections if the Owner has not corrected or removed (or has chosen not to correct or remove) the violation or the violation is repeated or has returned. Additional monetary penalties will be imposed after inspections have been conducted to comply with the terms of the notices.

**Should a period of at least one-year lapse from the last violation letter of the same offense, the next letter will be the initial violation again, except in those incidences that pose fire hazards or emergencies to the building or resident's safety.**

#### EXCEPTION OF NOTICE PROCEDURE

Violations posing a threat to the health, safety, and/or welfare of the community as a whole or any one or more of the Owners, may require immediate action and thus create exceptions to the foregoing notice provisions. Examples of health, safety, and welfare violations include, but are not limited to, the following: accumulation of trash and/or other materials that may attract pests; threat of flood or fire damage to neighboring properties; an escaped pet; or a collapsed structure.

#### RIGHT OF SELF HELP

The Alhambra Club Association has the right (but not the obligation) to enter the Owner's property and to provide all maintenance and repairs that are necessary to remove the violation. Entry by the Association and any of its agents is not an actionable trespass. The Association may assess the Owner for the costs of all maintenance and repairs performed by the Association. The Association may seek to recover reasonable attorney fees and court costs associated with any penalties or damages assessed.

#### OPPORTUNITY TO BE HEARD

The Association recognizes each Owner's right to explain the reasons why there is a violation of the CC&R, Rules and Regulations, By-Laws or ARC Requirements, particularly if the violation results in a monetary penalty. Before any penalty is assessed, an Owner has the opportunity to appear before the Fining Committee. When the hearing is scheduled, the Committee will hold a recorded vote. All fine recommendations will be presented to the Board of Directors for final approval at the next duly called Board Meeting.



The Owner may appeal directly to the Board of Directors after meeting with the Fining Committee. The Owner is bound by the decision of the majority of the Board. If the fining committee validates the fines, they must be paid within 5 days of the finding. When unit violations occur, violations will progress through the violation tier fee schedule noted below when the violation reoccurs within a twelve-month period.

### **Alhambra Club Condominiums HOA Violation and Fee Schedule**

#### **PROPERTY ALTERATIONS AND/OR IMPROVEMENTS MADE WITHOUT ACC APPROVAL WILL BE FINED AS FOLLOWS:**

- A. First Notice: Violation letter with \$15.00 administrative fee
- B. All subsequent notices for the same violation: 14 day compliance or \$100.00 weekly until proof of correction is provided

#### **PARKING**

- A. First Notice: Violation letter with \$15.00 administrative fee
- B. Parking Lot Violations including, but not limited to, vehicles without issued registered valid parking decals and hang tags, storing of recreational vehicles, trailers, commercial vehicles, boats, motorcycles, or unlicensed or non-operational vehicles. Parking on unpaved surfaces and parking in loading zones for more than 20 minutes, and overnight parking not in designated spots are subject to towing without notice at the owner's expenses.
- C. All subsequent violations will be subjected to \$25.00 per day fine up to 5 days and on day 6 the vehicle will be subject to be towed at owner's expense without notice. Fines will continue until towing occurs.

#### **PETS**

Pet violations within the rules and regulations will be fined as follows,

- A. All Pet Violations will be charged a \$15.00 administrative fee.
- B. All subsequent unit pet violations will be subjected to a \$50.00 fine per occurrence.

#### **UNAUTHORIZED SIGNS PLACED ON HOMEOWNER'S PROPERTY OR ON COMMON AREA (INCLUDING ESTATE AND SALE SIGNS):**

- A. Violation letter with \$15 administrative fee.
- B. All subsequent unit violations will be subjected to a \$25.00 fine per offense.

#### **ALL OTHER MINOR VIOLATIONS INCLUDING ALL RULES AND REGULATIONS SET FORTH WITHOUT BEING SPECIFICALLY NOTICED HEREIN:**

A. Violation letter with \$15 administrative fee.

B. All subsequent unit violations will be subjected to a \$50.00 fine per offense.

**ALL OTHER SIGNIFICANT VIOLATIONS AFFECTING THE SAFETY AND AESTHETICS OF THE COMMUNITY: (General rules 4, 7, 8, 9)**

A. Violation letter with \$15 administrative fee.

B. All subsequent unit violations will be subjected to a \$50.00 fine per offense.

**LEASING OF UNITS:**

A. First Notice: Violation letter with \$15 administrative fee.

B. All subsequent unit violations will be subjected to a \$100.00 fine per day until proof of correction is provided.

These rules and regulations are subject to review and change at any time by the Board of Directors. It is the responsibility of each unit owner to make sure that he/she has a copy of the current Rules and Regulations, is familiar with such Rules and Regulations, and shall ensure that any tenant leasing his/her unit receives a copy and agrees to abide by them.

Each individual unit owner/renter is responsible that all guests abide by the Association's Rules and Regulation.

Approved: November 21, 2024

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_