

1112719



AMENDED
RULES AND REGULATIONS CONCERNING USE
OF
BAYJOHN, A CONDOMINIUM

This instrument certifies that BayJohn Owners Association, Inc ("Association"), acting through its Board of Directors ("Board"), has adopted the following Rules and Regulations ("Regulations") These Regulations may be amended from time to time by resolution of the Board The Board duly adopted an amendment to the Rules and Regulations at its meeting held on Saturday, June 2, 2007 Said amendment to the Rules and Regulations is printed in bold type, identified as number 38

As used in these Regulations the term "Unit Owners" shall apply to the Owner of any Unit, to his family, tenants whether or not in residence, servants, employees, agents, visitors and to any guests, invitees or licensees of that Unit Owner, his family or tenant of that Unit Owner As used in these Regulations the term "Association" shall include the Association and the Managing Agent when the Managing Agent is acting on behalf of the Association

1 The Association reserves the right to alter, amend, modify, repeal or revoke these Regulations and any consent or approval given hereunder at any time by resolution of the Association or the Board

2 All Owners of any Unit are to inform non-Owners upon the Condominium Property of these Rules and Regulations

3 Unit Owners are reminded that alteration and repair of the common elements are the responsibility of the Association, except for those matters which are stated in the Declaration 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. No Owner may install any plumbing, wiring or air conditioning equipment without the prior written approval of the Board.

4 The sidewalks, entrances, passages, public halls, elevators, corridors and stairways of or appurtenant to the Building shall not be obstructed or used for any other purpose than ingress to and egress from the Building.

5 No article (including, but not limited to, garbage cans, bottles or mats) shall be placed in any of the Common Areas, except those areas specifically designated by the Association. Nothing shall be hung or shaken from any doors, windows, roofs, balconies, terraces or patios or placed upon the window sills of the Building.

6 Neither occupants nor their guests shall play or lounge in the entrances, passages, public halls, corridors, stairways or fire towers of the Building.

7 Except as otherwise provided in the By-Laws, no public hall of the Building shall be decorated or furnished by any Unit Owner in any manner.

8 Each Unit Owner shall keep his 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 windows thereof, any dirt or other substance.

9 No window guards or other window decorations shall be used in or about any Unit except such as shall have been approved in writing by the Board. Uniformity of window coverages is required as to color, and no foil nor reflective materials shall be used.

10 Nothing shall be done in any Unit or on the Common Elements that may impair the structural integrity of the Building or that may change the Building structurally nor shall anything be altered or constructed on or removed from the common elements, except upon the prior written consent of the Board.

11 No radio or television aerial shall be attached to or hung from the exterior of the Building and no sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the Building except such as are permitted pursuant to the Declaration or the By-Laws and shall have been approved in writing by the Board, nor shall anything be projected from any window of a Unit without similar approval.

12 No ventilator or air conditioning device shall be installed in any Unit without the prior written approval of the Board.

13 All radio, television or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations and requirements or recommendations of the local fire department and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such Unit Owner's Unit.

14 No bicycles, scooters or similar vehicles shall be taken into or from the Building through the main entrance or be allowed in any of the stair-wells or stored in places other than

as designated by the Board for that purpose, and no baby carriages or any of the above-mentioned vehicles shall be allowed to stand in the common halls, passageways or other common areas of the Building

15 An Owner may identify his Unit with a name plate of a type and size approved by the Association and mounted in a place and manner approved by the Association. No other signs may be displayed except as approved by the Association. This restriction shall not apply to the Developer until after all Units are sold.

16 No Unit Owner shall make or permit any disturbing noises or activity in the Building, or do or permit anything to be done therein, which will interfere with the rights, comforts or conveniences of other Unit Owners or tenants. No Unit Owner shall play upon or cause to be played upon any musical instrument, or operate or permit to be operated a phonograph, radio, television set, loud speaker, or other sound amplification device in such Unit Owner's Unit between 10 p.m. and the following 9 a.m., if the same shall disturb or annoy other occupants of the Building, and in no event shall a Unit Owner practice or cause to be practiced either vocal or instrumental music between the hours of 10 p.m. and the following 9 a.m. No construction or repair work or other installation involving noise shall be conducted in any Unit except on weekdays (not including legal holidays) and only between the hours of 8 a.m. and 5 p.m., unless such construction or repair work is necessitated by an emergency. Unit Owners shall not cause or permit any unusual or objectionable noises or odors to be produced upon or to emanate from their Units or any terrace or deck appurtenant thereto.

17 All service and delivery persons will be required to use the entrance designated by

the Board

18 Water-closets and other water apparatus in the Building shall not be used for any purpose other than those for which they are designed, nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any water-closets or other apparatus in a Unit shall be repaired and paid for by the Owner of such Unit.

19 The agents of the Board and any contractor or workman authorized by the Board may enter any room or Unit at any reasonable hour of the day for the purpose of inspecting such Unit for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate in a reasonable manner so as not to unreasonably interfere with the use of such Unit for its permitted purposes.

20 The Board may retain a pass-key to each Unit. If any lock is altered or a new lock is installed, the Board shall be provided with a key thereto immediately upon such alteration or installation. If the Unit Owner is not personally present to open and permit an entry to his Unit at any time when an entry therein is necessary or permissible under these Rules and Regulations or under the By-Laws and has not furnished a key to the Board, then the Board or its agents (but, except in an emergency, only when specifically authorized by an officer of the Condominium) may forcibly enter such Unit without liability for damages or trespass by reason thereof (if during such entry reasonable care is given to such Unit Owner's property).

21 No vehicle belonging to a Unit Owner or to a member of the family or guest tenant or employee of a Unit Owner shall be parked in such manner as to impede or prevent

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ready access to any entrance to or exit from the Building by another vehicle

22 Unless otherwise authorized by the Association, the parking areas may not be used for any purpose other than parking automobiles. No buses, trucks, trailers, boats, recreational or commercial vehicles shall be parked in the parking areas or in driveways except in those areas, if any, designated specifically for such parking by the Board. All vehicles must have current license plates and be in good operating condition. No vehicles shall be parked on the Condominium with conspicuous "For Sale" signs attached.

23 All Unit Owners shall observe and abide by all parking and traffic regulations as posted by the Association or by municipal authorities. Vehicles parked in violation of any such regulations may be towed away at the Unit Owner's sole risk and expense.

24 The Board may from time to time curtail or relocate any portion of the Common Elements devoted to storage, recreation or service purposes in the Building.

25 Complaints regarding the service of the Condominium shall be made in writing to the Board.

26 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.

27 Except as permitted under the Declaration and By-Laws, Unit Owners, their families, guests, servants, employees, agents, visitors or licensees shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof of the Building.

28 No Unit Owner or any of his agents, servants, employees, licensees or visitors shall

at any time bring into or keep in his Unit any inflammable, combustible or explosive fluid, material, chemical or substance, except as shall be necessary and appropriate for the permitted uses of such Unit

29 Employees and agents of the Association are not authorized to accept packages, keys, money (except for condominium assessments) or articles of any description from or for the benefit of a Unit Owner. If packages, keys (whether for a Unit or an automobile), money or articles of any description are left with the employees or agents of the Association, the Unit Owner assumes the sole risk therefor and the Unit Owner, not the Association, shall be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith. The Association does not assume any responsibility for loss or damage in such cases. Deliveries requiring entrance to a Unit Owner's Unit will not be accepted without the prior written permission of the Unit Owner accompanied by a written waiver of all liability in connection with such deliveries.

30 If any key or keys are entrusted by a Unit Owner or by any member of his family or by his agent, servant, employee, licensee or visitor to an employee of the Association, whether for such Unit Owner's Unit or an automobile, trunk or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner, and the Board shall not be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

31 Nothing shall be done or kept in any Unit or in the Common Elements which will

increase the rate of insurance of the Building or contents thereof without the prior written consent of the Board. No Unit Owner or occupant shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the Building or which would be in violation of any law. No waste shall be committed in the Common Elements.

32. No group tour or exhibition of any Unit or its contents shall be conducted, nor shall any auction sale be held in any Unit without the consent of the Board.

33. No Unit Owner shall install any plantings on any terrace, patio or roof except with the permission of the Board.

34. All occupants of Units and Unit Owners must comply with the requirements of the Alabama Uniform Condominium Act of 1991, Articles of Incorporation of the Association, By-Laws of the Association, the Declaration and these rules and regulations.

35. The Association allows the presence of pets on the condominium property. Animals may not be maintained and kept for commercial purposes. The Board may, in its discretion, order the removal of any pet that has sufficiently and reasonably been shown to be a nuisance to other Unit Owners.

36. All persons shall be properly attired when appearing in any of the following portions of the property: public halls, community buildings and any other public spaces of the condominium.

37. Rules of behavior regarding the swimming pool, and other recreational and storage

areas shall be promulgated by the Board of Directors of the Association and all Unit Owners shall comply with such rules


38 Maximum occupancy Two-bedroom residential units are restricted to a maximum occupancy of eight persons Three-bedroom residential units are restricted to a maximum occupancy of 10 persons Owners renting units shall notify property managers and tenants of this rule and shall notify them that failure to observe this rule shall constitute grounds for immediate termination of any rental agreement and eviction from the unit

I certify that the above set out rules and regulations were adopted by the BayJohn Owners Association, Inc , acting through its Board of Directors, at its regular meeting held on the 2nd day of June, 2007



SUSAN RODGERS, President

ATTEST



PAULA SEGAL, Secretary

STATE OF Alabama

COUNTY OF Baldwin

I, James M Caughran, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that SUSAN RODGERS, whose name as President of BayJohn Owners Association, Inc , an Alabama corporation, is signed to the foregoing and who is known to me, acknowledged before me on this day, that being informed of the contents, she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date

Given under my hand and seal this the 1 day of April, 2008

James M Caughran
Notary Public
My Commission Expires _____

MY COMMISSION EXPIRES FEBRUARY 5 2012

STATE OF Alabama

COUNTY OF Baldwin

I, James M Caughran, the undersigned authority, a Notary Public in and for said County in said State, hereby certify that PAULA SEGAL, whose name as Secretary of BayJohn Owners Association, Inc , an Alabama corporation, is signed to the foregoing and who is known to me, acknowledged before me on this day, that being informed of the contents, she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date

Given under my hand and seal this the 1 day of April, 2008

James M Caughran
Notary Public
My Commission Expires _____

MY COMMISSION EXPIRES FEBRUARY 5, 2012