

## RULES AND REGULATIONS

### Concerning the use of

### Baldwin County, Alabama

#### GENERAL COMMUNITY RULES

(1) Each Unit, Grand Caribbean Condominium property, is designated as a residential Unit is hereby restricted to residential use. However, the foregoing restriction as residential use, shall not be construed in such a manner as to prohibit a Unit Owner from leasing his Unit. The commercial Unit can be used for commercial purposes which do not violate any governmental zoning or use restrictions.

(2) There shall be no obstruction of the Common Elements or Limited Common Elements, nor shall anything be kept or stored in the Common Elements or Limited Common Elements (except balconies and/or approved Storage Areas), nor shall anything be constructed on or planted in or removed from the Common Elements or Limited Common Elements, nor shall the Common Elements in any other way be altered without the prior written consent of the Association.

(3) No immoral, improper, offensive or unlawful use shall be made of any Unit, Storage Area, or other Common Elements or Limited Common Elements, or any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction over the Condominium Property shall be observed.

(4) No Owner shall permit anything to be done or kept in an Owner's Unit or in a Covered Parking Area or in a Storage Area, or in the Common Elements or Limited Common Elements which will result in any increase of fire, liability or hazard insurance premiums or the cancellation of insurance on any part of the Condominium Property, or which would be in violation of any law. No waste shall be committed to the Common Elements or Limited Common Elements.

(5) No unit shall display any type of advertisement "For Sale" or "For Rent" or similar type of sign of any kind to the public view on or from any part of the Condominium Property. All other signs must have prior written consent of the Board of Directors, EXCEPT signs used by the Developer in the selling or leasing of the Units, or signs used in connection with a Commercial Unit, or signs used in accordance with the Declaration.

(6) No noxious or offensive activities shall be carried on, nor shall any outside lighting or sound speakers or other sound producing devices be used, nor shall anything be done, on any part of the Condominium Property which, in the judgment of the Board of Directors, may be or become an unreasonable annoyance or nuisance to the other Unit owners.

(7) No Owner shall cause or permit anything to be placed on the outside wall of any Owner's Unit. No sign, awning, canopy, window air conditioning unit, shutter or other fixture shall be affixed to or placed upon the exterior walls or roof of any building or any part thereof, without the prior written consent of the Board of Directors.

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(8) No article of any kind shall be hung out or exposed on any part of the exterior portions of the Condominium Unit, Common Elements or Limited Common Elements. The Common Elements and Limited Common Elements shall be kept clear of rubbish, debris and other unsightly materials.

### NO PETS ARE ALLOWED

(9) No animals or pets of any kind shall be kept in any Unit or on any portion of the Condominium Property except by a UNIT OWNER ONLY. Prior written consent of the Board of Directors must be obtained and a pet tag/leash purchased from the Association to be worn by the pet at all times when outside of their unit. The pet owner is subject to the Rules and Regulations of the Association governing the keeping of pets and such consent may be terminated without cause at anytime by the Board of Directors. No animals shall be kept for commercial purposes nor be allowed to create or cause any disturbance or nuisance of any kind. If an animal or pet does cause or create a nuisance or any disturbance the Board may take appropriate action to remedy the situation, up to and including permanently removing the pet from the Property. The Owner of any pet or animal shall be liable for all damage caused by such pet or animal to any part of the Condominium property. Owner is responsible for removing any waste caused by the pet and for walking the pet in designated areas only.

(10) Motorcycles, motor bikes, motor scooters, recreational vehicles or other similar vehicles shall not be operated within the Condominium Property except for the purpose of ingress or egress or transportation, it being intended that said vehicles shall not be operated so as to annoy or disturb persons or endanger persons or property.

(11) The Association shall have the right to promulgate Rules and Regulations concerning the use and enjoyment of the Common Areas and Limited Common Areas.

(12) Units may be leased or rented by the Unit Owners; and the rights of any tenant is hereby made subject to the power of the Association to prescribe reasonable Rules and Regulations relating to the leasing or rental of a Unit and to enforce the same directly against a tenant or other occupant by the exercise of such remedies as the Board of Directors deems appropriate, including eviction. Each Unit Owner who shall lease or rent his Unit irrevocably empowers the Association or its managing agent to enforce the Rules and Regulations and to terminate the lease and evict any tenant or occupant who fails to comply with the Rules and Regulations. The Association, the Board of Directors, or any agent thereof, shall not become liable to any Unit Owner or any person who sublets a Unit, or other party for any loss of rents or other damages resulting from the reasonable exercise of the provisions of this paragraph. Nothing to the contrary withstanding, a Unit Owner is primarily responsible for the acts or omissions of its family, tenants, guests, invitees, or occupants. Individual rooms located within a Unit shall not be leased or rented.

(13) The storage of hazardous or toxic materials or liquids is strictly prohibited within the Condominium Property.

(14) Each unit owner grants a right of access to such Owner's Unit by

providing a key to the Association, management company or other person authorized by the Board. Access is required for the purpose of making inspections, pest control, correcting any condition originating in an Owner's Unit and threatening other Units, Common Elements or Limited Common Elements. For the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other Common Elements, within an Owner's Unit, if any, or to correct any condition which violates the provisions of any Mortgage covering another Unit or to enforce any provisions of the Condominium Documents, provided that requests for entry are made in advance and that such entry is at a time reasonably convenient to the Unit Owner. In the case of any emergency such right of entry shall be immediate whether the unit owner is present at the time or not. Each Unit Owner further grants a right of access to such Owner's Unit to the Developer and/or the Developer's agent for the purpose of making all repairs required by any warranty delivered to the Unit Owner at the closing of an Owner's Unit. To the extent that damages inflicted on the Common Elements, Limited Common elements or any Unit through which access is taken, the Unit Owner or the Association, if it causes the same, shall be liable for the prompt repair thereof.

#### POOL RULES

(15) All persons using the swimming pool do so at their own risk and the Association is not responsible for any accident or injury in connection with use of the pool or for any loss or damage to personal property. Persons using the pool area agree not to hold the Association, its officers, employees or agents liable for any actions of whatever nature occurring within the pool area. The pool area and the recreational center shall be used in accordance with such Rules and Regulations as shall from time to time, be promulgated by the Board of Health of Baldwin County, Alabama, and/or by the Board of Directors of the Association. Children twelve years of age or under are allowed to swim in the pool only if accompanied at all times by an adult.

(16) Please, OBEY ALL POOL RULES including the following:

No boisterous or rough play shall be permitted in the pool or pool area.

Glassware shall not be brought into the pool area.  
Do not remove patio or pool furniture from the area.

Chairs may not be reserved by leaving towels or other objects unattended on chairs.

Please rinse off sand before entering pool.

The pool will be closed from 11:00 P. M. until 8:00 A. M. and during such other times and seasons as may be required for maintenance or decided by the Board of Directors.

#### PARKING

(17) Each Unit which is assigned and/or allocated a Covered Parking Space or Storage Area in accordance with the Declaration will have the exclusive use and enjoyment of the Covered Parking Space or Storage area so assigned and/or

allocated to the Unit, subject to the reasonable Rules and Regulations of the Association.

(18) Automobile parking spaces have been provided for the use of the occupant of the units only. No vehicle shall park in such a manner as to impede or prevent ready access to other parking areas. Units are designated as residential and are hereby restricted to residential use. The parking spaces shall be used exclusively for the parking of passenger automobiles or small to intermediate pick-up trucks.

(19) All vehicles must have a parking identification tag, either an Owners decal or guest pass. Limited parking during the summer season, NOT more than two parking passes are allowed per rental unit.

(20) The parking of boats and other watercraft is limited to one week maximum per parking space. Five double parking spaces will be designated "Boat Parking" and availability will be on a first come first serve basis. A parking identification tag for the boats/watercraft can be obtained from the front desk and must be visible.

(21) Washing of cars or vehicles of any kind is prohibited.

CONDOMINIUM ASSOCIATION, INC.

\_\_\_\_\_  
BY:

Date: \_\_\_\_\_

TITLE: President of the Board of Directors