COUNTY OF BALDWIN

STATE OF ALABAMA

***AMENDED AND RESTATED***

***RULES AND REGULATIONS***

***OF***

***HARBOR COVE, A CONDOMINIUM***

**Orange Beach, Alabama**

**REVISED and EFFECTIVE: September 1, 2023**

**WHEREAS,** the original Rules and Regulations of Harbor Cove, A Condominium, were recorded as Exhibit “D” to the Declaration of Condominium of Harbor Cove, A Condominium, which was recorded on May 25, 2000, as Instrument No. 547258, and which were subsequently amended by that Amended and Restated Rules and Regulations of Harbor Cove, A Condominium, as recorded on October 2, 2014, as Instrument No. 1479630, which were subsequently amended by that Amended and Restated Rules and Regulations of Harbor Cove, A Condominium, as recorded on December 30, 2016, Instrument No. 1610724,with all recording references herein being in the Office of the Judge of Probate of Baldwin County, Alabama, as amended; and,

**WHEREAS,** the Board of Directors of Harbor Cove Condominium Associations, Inc. did unanimously vote to further amend and revise said Rules and Regulations at a properly called Board Meeting pursuant to the Declaration of Condominium of Harbor Cove, a Condominium, the By-Laws of Harbor Cove Condominium Association, Inc., and any other governing document, as amended.

**NOW, THEREFORE**, the September 1, 2023, Amended and Restated Rules and Regulations of Harbor Cove, A Condominium, shall be amended and restated in its entirety, as follows:

**AMENDED AND RESTATED**

**RULES AND REGULATIONS**

***Harbor Cove, A Condominium***

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AMENDED AND RESTATED

RULES AND REGULATIONS

Of

Harbor Cove A Condominium

Orange Beach, Alabama

**Amended and Revised: January 1, 2023**

# **I. *Preamble***

The following Amended and Restated Rules and Regulations of Harbor Cove, A Condominium (hereinafter referred to as “Rules” or “Rules & Regulations”) have been carefully prepared and adopted by the Board of Directors (hereinafter referred to as (“BOD”) of Harbor Cove Condominium Association, Inc.(hereinafter referred to as “Association”) by the Declaration of Condominium, the By-Laws, and the Alabama Uniform Condominium Act of 1991, to provide all Unit Owners with a set of procedures, policies, and regulations designed to assure you a comfortable and cordial living environment, to protect the architectural integrity and harmony of Harbor Cove, but also to promote the safety and welfare of owners, renters, lessees, guests, tenants, and occupants. If followed by each of us, these Rules and Regulations will enable the Association to function smoothly and cooperatively. In establishing and maintaining the Rules herein, the BOD will strive to ensure they do not affect Unit Owners’ right of enjoyment, reasonable and unrestricted use of their property and privileges of ownership at Harbor Cove, a Condominium.

All Unit Owners should inform their household, renters, lessees, guests, tenants, and/or occupants (non-owner) using the condominium property of these Rules & Regulations and the Unit Owner will be held liable for non-compliance by their renters, lessees, guests, tenants and/or occupants (non-owner). These Rules apply to all Unit Owners, family members, renters, lessees, guests, tenants, and/or occupants, and will be enforced by the BOD and/or its agents or assigns, by these Rules, the Declaration, the By-Laws, and the Alabama Uniform Condominium Act of 1991.

These Amended and Restated Rules and Regulations supersede all previous Rules and Regulations of Harbor Cove, A Condominium, but they do not superseded or replace the Declaration of Condominium of Harbor Cove, A Condominium (hereinafter the “Declaration”). In the event of a conflict between these Amended and Restated Rules and Regulations and the Declaration of Condominium of Harbor Cove, A Condominium, the Declaration shall prevail. These Rules may be modified, repealed, or amended from time to time by a resolution of the BOD, as permitted by the Declaration, when deemed necessary, in the best interest of Unit Owners, their family members, renters, lessees, guests, tenants, occupants, and the community.

The BOD always welcomes your suggestions and recommendations for improving these Rules. Please submit all suggestions in writing.

**II. *Common Elements***

2.01 The amenities and facilities of the Condominium are for the use of Unit Owners, renters, lessees, guests, tenants and/or occupants. The BOD of the Harbor Cove Condominium Association, Inc. shall have the right to limit the number of guests who may use the Common Elements.

2.02 No motorized vehicle, except for a wheelchair, shall be allowed on walkways or other areas except upon areas designated for such vehicular use.

2.03 No bikes, scooters, skates, skateboards, or other riding toys are permitted for use on the sidewalks, hallways, stairs, tennis courts, and/or docks.

2.04 No personal property may be stored in the atriums other than bicycles, which must be properly stored. Items found improperly stored in the atriums, stairwells, electrical closets, or other common areas will be disposed of without notification.

2.05 Parking is limited to fifteen (15) minutes to load or unload vehicles under the portico and around the marina’s circular driveway. A vehicle left unattended for longer than the time permitted is subject to the assessment of a fine for the violation of the rules up to and including removal from the premises. All costs and fees associated with the removal and recovery of the vehicle will be the responsibility of the vehicle’s owner.

2.06 No one shall use or be permitted to bring into any unit or upon any of the Limited or Common Elements any inflammable oils or fluids or other explosives or articles deemed hazardous to life or property such as, but not limited to, gasoline, fireworks, or other similar products.

2.07 No Unit Owner may alter or repair the Common Elements.

2.08 Unit Owners and/or their renters, lessees, guest, tenants, occupants and/or contractors are responsible for any damages that may occur during the process of moving in or out of their unit or transporting their watercraft and/or trailer. All damages by furniture movers will be charged to the Unit Owner. Moving companies must be supervised.

2.09 Unit Owners are responsible for any damages that may occur to the Limited Common or Common Elements by them or their renters, lessees, guests, tenants, occupants and/or their contractors. All damages will be assessed to the Unit Owner.

2.10 No business, profit or nonprofit, may be run within the Common Elements including, but not limited to, tennis lessons, swim lessons, sailing/boating lessons, fitness training, selling items, commercial activities, or hiring of vessels.

2.11 The operation, parking or storage of golf carts is not permitted on the Association property.

2.12 Temporary parking of storage, contractor tool or moving type trailers requires approval by the BOD and/or property manager. Approval will not be unreasonably withheld, however, may be denied considering the duration and seasonal occupancy constraints of the period requested.

2.13 Notwithstanding Article 2.06, fueling of a Unit Owner’s marine craft will be permitted at the boat launch pier only. Fueling of marine craft at any other area of the marina is not permitted. Unit Owner will remain responsible for any environmental impacts including assessed fines and penalties of any regulatory agencies having jurisdiction due to spillage of fuel, oils or other regulatory materials.

**III. *Balconies, Windows and Doors***

3.01 No clothing, towels or other items shall be hung or shaken from the doors, windows, balconies, or placed upon the windowsills or balconies of the units. Laundry, sports banners, towels, signs, satellite dishes, antennas or other items shall not be placed or hung on the exterior portions of any unit. Exceptions in Limited Common Elements are seasonal/holiday decorations, outdoor type furniture, and outdoor area rugs. No hot tubs are allowed in Limited Common Elements or Common Elements. No string lights shall be hung or attached to walls or ceilings in Limited Common Elements or Common Elements, with the exception of holiday lights with no penetration of exterior of walls or ceilings upon installation.

3.02 Placement or storage of articles outside the entry way door of a unit will be limited to short term durations of no more than 4-hours to allow a unit owner and/or their renters, lessees, guests, tenants and occupants time to transport these articles including but not limited to, coolers, fishing tackle, beach chairs, umbrellas, bicycles, or similar items into the unit after they have dried so they can be stored. Long term storage outside the unit entry door is not permitted.

3.03 No materials or other items affecting the exterior appearance of a unit or Limited Common Elements shall be placed or installed, within or outside a unit, without the prior written consent of the BOD. No signage, awning, canopy, shutter, antennae, satellite dish or other fixture shall be affixed to or placed on the railing, exterior walls, doors, floor, or roof of any part thereof, without the prior written consent of the BOD except as permitted herewith. Hide-a-Key lockboxes and door knockers may be placed on the door jamb or door respectively, however type and location shall be reviewed and approved by the BOD or property manager. Hide-a-Key locks or similar realtor locks may not be attached to the Common Element railings. Ring type doorbells will be allowed. Subject to BOD approval screens that retract into the door jamb may be placed onto the exterior entry door.

3.04 Charcoal burners and other open flame cooking devices shall not be operated on combustible balconies or within ten (10) feet of combustible construction. No cooking shall take place on balconies or ground floor patios using boilers, deep fryers or smokers. No electric Traeger or pellet style grills are permitted per Orange Beach Fire Marshall.

3.05 Placement of benches, large flower pots, heavy ornamental art work or similar items on the floor of the common elements or in front of the entry to the unit is not permitted due to interference with floor cleaning routines, ingress and egress through the area. A welcome mat may be placed on but not permanently adhered to the outside entry door floor. Seasonal or art decorations will be allowed on entry and storage room doors. Unit owners will be responsible for any damage or repairs to doors resulting from this allowance and will be subject to Board approval.

3.06 Placement of unit entry door locks with keypads or biometric type locksets are permitted.

3.07 Patios that don’t have storage closets (Units 102-502) will be allowed to have plastic vertical storage sheds but not anchored to the wall.

3.08 Sun shades may be added to units that have two exposed sides, south and east or south and west side. These units are identified as stack 3 and 12. A sun shade may be put up on the east side exposure on the 3 stack and on the west side exposure on the 12 stack. No shades may be installed on the south side of any balcony.

There are very strict guidelines: The frame must be constructed of 1” box aluminum, welded and painted white. The base legs must have at least a 4” square base plate. The frame cannot be screwed, glued or bolted to the floor, walls, ceiling or hand rail. The sunshade must be an approved color, secured at the top and at the bottom as to not blow past your balcony rail. The shade cannot hang on the rail, over the rail or extend past the rail.

All requests must be submitted to the board for approval. The request must include a detail diagram with specifications.

**IV *Consideration of Fellow Owners, Renters, Guests, Occupants***

4.01 No Unit Owners, their renters, lessees, guest, tenants and/or occupants shall make or permit unreasonable noises that will disturb or annoy the occupants of other units in the condominium, nor do or permit any act, which will interfere with the rights or comforts of others. There shall be no deliveries except from the hours of 8am through 7pm. Construction work that emits noises shall be restricted to the hours of 8am through 7pm.

**V *Waste Disposal***

5.01 Each Unit Owner and/or their renters, lessees, guests, tenants and/or occupants shall keep their unit in the state of preservation and cleanliness, and shall not sweep or throw from the doors, windows, or balconies any dirt or other substance. All refuse shall be deposited in containers intended for such purpose. Trash is to be put in tied bags only. No trash shall be burned and all disposals shall be in accordance with the Rule and Regulations promulgated and in force by the BOD as posted.

5.02 Each unit owner shall be responsible for the proper disposal of construction debris generated from remodeling/repair work performed within their unit, performed by themselves or by a contractor hired to perform the work. Garbage shoots are not to be used by contractors. Use of luggage carts, shopping carts and/or dock carts to haul debris, construction materials or tools is not permitted.

**VI *Signage***

6.01 A Unit Owner may identify such Owner’s unit only with a plate mounted in a location and in a manner and of a type and size approved by the BOD. No other sign, advertisement, or other lettering shall be exhibited on any part visible to the outside of a building or otherwise displayed in any Common Elements, without the prior written consent of the BOD. Specifically excluded from this rule are seasonal/holiday decorations that are installed in a temporary and non-intrusive fashion.

6.02 Alabama licensed real estate agents (hereinafter the “Real Estate Agent”)may place temporary signs advertising an open house at the entrance to the condominium and other signs directing traffic to the specific open house unit. It will be the responsibility of the Real Estate Agent to utilize a process of providing access to its potential customers that does not violate the condominium property security. The signs shall be of professional quality, and the use of balloons or other “eye catching” devices are prohibited. The Real Estate Agent shall remove such signs immediately following the advertised period of the open hours.

**VII *Access to Unit***

7.01 The BOD and/or its managing agents or assigns has the right of access to any unit at any reasonable time for the purpose of making inspections, repairs, replacements, or improvements, or to remedy any condition that could result in damage to the building, or for any purpose permitted under the Declaration and these Rules. Except in case of emergency and routine maintenance, such as pest control or as otherwise provided in the Declaration and these Rules, entry shall be by prearrangement with the Unit Owner.

7.02 It shall be the responsibility of each Unit Owner to assure the BOD and/or its managing agents and assigns has a working key or keypad code to his or her unit. In the event such a key or code has not been provided and it becomes necessary for the BOD and/or its managing agents to enter the unit, all costs of entry including, but not limited to, locksmith charges or damages to the entryway as a result of forced entry, shall be the responsibility of the Unit Owner.

**VIII *Climate Control***

8.01 It is the Unit Owner’s responsibility to assure a controlled climate in their unit at all times which will prohibit or deter the development or infestation of mold or other types of fungus. In the event it comes to the attention of the BOD the climate control equipment in a unit has intentionally been turned off or is not set in a range that will produce such a controlled climate, the BOD and/or its managing agent may, without permission of the Unit Owner, enter the unit and make such adjustments as necessary to the HVAC system. In such event, the Unit Owner will be responsible for the cost of any subsequent repairs to correct any infestation or mold or other types of fungus that may result from their lack of assuring a controlled climate in their unit.

**IX *Parking***

9.01 The sidewalks, driveways, and parking areas must not be obstructed or encumbered or used for any purpose other than ingress and egress, and for the purpose of parking licensed over the road passenger vehicles of no more than two axles. No vehicle shall be parked in such a manner as to impede or prevent ready access to other parking areas. No designated passenger vehicle parking area shall be used for the storage or parking of any house trailer, camper trailer, golf cart, boat, personal watercraft or any unauthorized vehicle or object.

9.02 All vehicles of Owners and their Guests (not renters) must have a Harbor Cove Condominium parking decal/pass visible in their vehicle.

Renters must display a Harbor Cove Condominium Guest Registration Certificate (GRC) visible on the dashboard. Owner/guest parking permits shall not be used by Renters as a substitute for GRC’s.

9.03 The BOD shall have the right to have any unauthorized vehicle or object parked in violation of the parking rules towed at the sole expense of the Unit Owner. The BOD may also adopt and enforce other regulations with respect to parking.

**X *Boat Trailer Parking***

10.01 Thirty (30) parking places in the parking lot are designated for boat and/or personal watercraft (PWC) parking. These places are assigned by the BOD, shared by the Unit Owners, and rotated each year on May 1. A layout of the boat trailer parking rotation is available to view~~,~~ on the bulletin board and on the Unit Owners website.

10.02 All trailers must be clearly marked with the Unit Owner’s unit number.

10.03 No vehicle may be left attached to a trailer in an assigned parking space.

10.04 The Unit Owner is responsible for monitoring their assigned trailer parking space. If an Owner finds their trailer space filled during their rotation, it is the Owner’s responsibility to contact the BOD and/or its managing agents or assigns.

10.05 If the Unit Owner in violation is contacted by the BOD and/or its managing agent, and does not comply with removing the property, the property will be towed. All costs and fees associated with the removal and recovery of the property will be the responsibility of the Owner at fault.

10.06 If the unit owner, or its renter, having boat trailer parking priority does not have a trailer the parking space should go back to the other owner that shares the same space. If neither is using the parking space then another owner may use the space provided they have permission of both owners.

**XI *Swimming Pools***

11.01 All persons using the swimming pools, indoor or outdoor, do so at their own risk. The Association is not responsible for any accident or injury in connection with use of the pools or for any loss or damage to personal property. Persons using the pool area agree not to hold the Association liable for actions whatever nature occurring within the pool area.

11.02 Use of the pools is reserved for Unit Owners, their renters, lessees, guests, tenants, occupants and/or family members only.

11.03 Outdoor pool hours are between 8am-10pm. Indoor pool hours are between 8am-Midnight.

11.04 Persons ten (10) years of age or under must be accompanied at all times by an adult at the outdoor pool. Persons twelve (12) year of age or under must be accompanied at all times by an adult at the indoor pool. Use of the indoor pool is reserved for persons eighteen (18) years of age or over from 10:30 pm to midnight.

11.05 Except by prior agreement with the BOD, the number of persons in any one group in a pool at any one time will not exceed the number of resident members of the Unit Owner’s immediate family plus three (3) guests.

11.06 Unit Owners, and/or their renters and lessees, are responsible for the conduct of their guests at all times, and for the careful observance of all safety and sanitation precautions. Any person having an apparent or known skin diseases, sore or inflamed eye(s), cough, cold, nasal or ear discharge, or any communicable disease shall be excluded from the pools.

11.07 No boisterous or rough play shall be permitted in the pools or in the pool areas.

11.08 All persons are requested to cooperate in maintaining maximum cleanliness and tidiness in the pool areas. All floats and pool toys should be removed daily from the pool and patio areas after use. Floats left in the pool impede the skimmer. Floats left overnight will be disposed.

11.09 No glassware or tobacco is permitted in the outdoor pool area, or the indoor pool building (sauna & steam rooms included).

11.10 The pools shall be used in accordance with such Rule & Regulations as shall, from time to time, be promulgated by the BOD, which Rules shall be posted by the BOD.

**XII *Tennis Courts***

12.01 All persons using the tennis court do so at their own risk. The Association is not responsible for any accident or injury in connection with the use of the tennis court or for any loss or damage to personal property. Persons using the tennis court agree not to hold the Association liable for any actions of whatever nature occurring on or around the tennis court.

12.02 Persons ten (10) years of age or under must be accompanied at all times by an adult at the tennis court.

12.03 Owners, and/or their renters and lessees, are responsible for the conduct of their guests at all times and for the careful observance of all safety and sanitation precautions at the tennis court.

12.04 No boisterous or rough play shall be permitted on the tennis court or in the tennis court area. All persons are requested to cooperate and maintain maximum cleanliness and tidiness in the tennis court area.

12.05 No glassware or tobacco is permitted on the tennis court.

12.06 Use of the tennis court shall be limited to one and one-half (1-1/2) hour reservations per Unit Owner. The tennis court will be closed from 10pm-8am and during such other times that may be decided by the BOD. The last party to use the tennis court in the evenings shall be responsible for turning off the lights on the courts.

12.07 The tennis court shall be used in accordance with such Rule and Regulations as shall, from time to tie, be promulgated by the BOD, which Rules shall be posted by the BOD.

**XIII *Fitness Room***

13.01 All persons using the fitness room do so at their own risk. The association is not responsible for any accident or injury in connection with the use of the fitness room or for any loss or damage to personal property. Persons using the fitness room agree not to hold the Association liable for any actions of whatever nature occurring within the fitness room.

13.02 No person under the age of fourteen (14) shall be permitted to use the fitness room

13.03 Except by prior arrangement with the BOD, the number of persons in any one group in the fitness room at any one time will not exceed the resident members of the Unit Owner’s immediate family plus one (1) guest.

13.04 Owners, and/or their renters and lessees, are responsible for the conduct of their guests at all times and for the careful observance of all safety and sanitation precautions in the fitness room.

13.05 No boisterous or rough play shall be permitted in the fitness room. All persons are requested to cooperate in maintaining cleanliness and tidiness in the fitness room.

13.06 Tobacco, food and glassware are not permitted in the fitness room. The fitness room will be closed from Midnight to 4am and during such other times that may be decided by the BOD.

13.07 The fitness room shall be used in accordance with such Rule & Regulations as shall, from time to time, be promulgated by the BOD, which Rules shall be posted by the BOD.

**XIV *Marina***

14.01 All persons using the marina and facilities located at the marina do so at their own risk. The Association is not responsible for any accident or injury in connection with the use of the marina or for any loss or damage to personal property. Persons using the marina agree not to hold the Association liable for any actions of whatever nature occurring on or around the marina.

14.02 No Unit Owner, and/or their renters and lessees, shall cause or permit any sewage, garbage, trash or other substance to be discharged or put into the adjacent waterway from the shore, piers, boat or other watercraft docked in a boat slip.

14.03 No persons or animals may live aboard a boat or other watercraft for even one overnight period. Except for the provision to overnight stay, the above restrictions are part of the state permit and may not be changed.

14.04 No marina slip may be sold or rented separately. A marina slip may not be used by anyone other than an owner or lessee of a unit to which it is appurtenant or temporarily by their guests.

14.05 Fish cleaning shall only take place on the designated fish cleaning stations on the end of each dock. Fish carcasses shall be disposed of in the fish baskets at the end of each dock. Bait and bait containers shall be disposed of in the trash receptacles at the entrance of each dock. All carts used to transport fish from boats to the fish cleaning station should be thoroughly washed before returning to the entrance of each dock. Any fishing cart removed from the marina area by anyone needs to be returned to the entrance of the dock. No shopping carts or luggage carts are to be used on the docks.

14.06 All persons are requested to cooperate in maintaining cleanliness and tidiness of the boat docks. Other than bait and crab traps, all items not in use should be properly stowed away in dock boxes or boats.

14.07 A boat slip shall not be used for commercial activities or for the hiring of vessels.

14.08 The key or lock combination to a boat lift control box needs to be provided by the Unit Owner, and/or their renters or lessees, to the BOD and/or its managing agent. In the event of an emergency, necessary actions will be taken to gain access to a boat lift control box at the Unit Owner’s and/or Lessee’s expense if a key or lock combination has not been provided to the BOD and/or its managing agent.

14.09 Owners, and/or their renters or lessees, are responsible for the conduct of their guests at all times and for the careful observance of all safety and sanitation precautions.

14.10 Owners are reminded that additions or alterations to marina slips are subject to the provisions of Section 10.02(B) of the Declarations so that the addition or constructions of storage facilities, hoists, and/or other equipment to any Unit Owner’s marina slip shall be subject to the prior written consent of the BOD. Such consent may be made subject to such conditions as the BOD may specify.

14.11 Additions and alterations to the marina slips to provide for boat lifts and PWC lifts may be made with the written approval of the BOD. Owners understand the approval of the plans and equipment does not constitute an endorsement or recommendation of the same by the BOD and any warranty must be that of the manufacturer or installer.

14.12 The marina shall be used in accordance with such Rule and Regulations as shall, from time to time, be promulgated by the BOD, including without limitations rules with respect to operation of watercraft and personal watercraft, which Rules shall be posted by the BOD.

14.13 Dock boxes are to be uniform in construction and color. BOD approval is required prior to installation. Canoes, kayaks and paddle boards must be stored in the racks provided on the west dock BBQ area or secured on a permanent stand on your slip.

14.14 Boat lifts/hoists are to be maintained in working condition, neat in appearance, and maintained in a manner that is not detracting to other slips.

14.15 In the event of a “Named Storm” it is required that all boats/PWCs be removed to prevent additional damage to docks or other surrounding property.

▪ If vessels have not been removed within 36 hours of expected landfall, the BOD shall have the authority to remove said vessels, at the Owner’s/Renter’s expense and the owner will be fined $1,000.

▪Lifts are to be raised to the highest point and secured.

▪If vessels are not removed and they cause damage to Harbor Cove’s assets then the Owner/Renter is responsible for the cost of damage repair.

▪It is not the responsibility of the BOD or managing agent to remove the vessels, but rather the Owner/Renter responsibility.

▪No boats or PWCs will be allowed to return to the marina until it is determined that the docks are safe and operable. Property management and/or the BOD will notify owners.

**XV *Boat Launch/Boat Launch Pier***

15.01 All persons using the boat launch do so at their own risk. The Association is not responsible for any accident or injury in connection with the use of the boat launch or for any loss or damage to personal property. Persons using the boat launch agree not to hold the Association liable for any actions of whatever nature occurring at or around the boat launch.

15.02 Use of the boat launch is reserved for Unit Owners, their renters, lessees, guests, tenants, occupants, and/or family members only. No boats or PWCs shall be parked overnight at the boat launch pier. The pier is to be used for temporary loading and unloading.

**XVI *Pets***

16.01 It shall be the Unit Owner’s responsibility to assure their pets comply with all laws and ordinances in regard to inoculations and other like requirements.

16.02 Pets shall be limited to dogs, cats, fish and birds. Only Unit Owners may have pets on the Condominium property or inside condominium units. Lessees or renters may not have pets in the units. Pets shall only be allowed to urinate and defecate in designated pet walking areas identified by pet waste stations, kept on a leash, and under the control of their owner whenever they are outside the unit. Dogs shall not be allowed to run free or unleashed at any time, or to otherwise interfere with the rights, comfort, or convenience of other residents. Owners shall remove feces of their pets when leaving the area and provide for proper disposal.

16.03 No pets shall be allowed in the pool area and/or on the tennis court.

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

16.05 In the event pets cause or create a nuisance or an unreasonable disturbance, said pet shall be permanently removed from the condominium property, within seven (7) days from the day the Unit Owner receives the written notice of removal by the BOD.

16.06 The Unit Owner that keeps pets shall be liable for any and all damage caused by such pets or animals to any part of the condominium property.

**XVII *Rentals***

17.01 Unit Owners may rent or lease their units, upon prior notice to the Association of such lease for a period of not less than seven (7) consecutive days. Fifth (5th) floor units may not be leased for less than thirty (30) days. The unit owner shall: a) provide the lessee with a copy of the Declaration and Rules & Regulations; b) include in the lease agreement a provision that the Lessee has been given said copies, has read, understood and agrees to abide by these documents; c) notify the BOD in writing the unit is Lessee occupied, giving the name(s), address and phone number of the occupants, and, d) provide the BOD and/or its managing agent the name of any agent retained by the Unit Owner to manage the unit for him/her. Lessees shall have the same use and privileges of the Limited and Common Elements as a Unit Owner and shall be subject to all the Rules and Regulations. Occupancy of units is governed by the number of bedrooms and cannot be exceeded. These limits are 2 bedrooms-max of 6 people, 3 bedrooms-max of 8 persons, and 4 bedroom-max of 10 –persons.

17.02 The lease, license and rental agreement and the rights of any tenant or licensee hereunder is herby made expressly subject to the power of the Association to prescribe reasonable Rule & Regulations relating to the leasing, licensing and rental of units and to enforce the same directly against such tenant, licensee or the occupant by the exercise of such remedies as the BOD deems appropriate, including eviction and/or ejection. Each Unit Owner who has or who shall hereafter lease or license his or her unit hereby irrevocably empowers and authorizes the Association or the managing agent of the Association to enforce these Rules & Regulations of the Association and to terminate the lease of and evict and/or eject any tenant and to terminate the license of and eject any licensee who fails to comply with said Rules & Regulations or who provides other sufficient cause for ejectment and/or termination of the lease or license and eviction in accordance with the Laws of the State of Alabama, the Declaration, the By-Laws, Rule & Regulations of the Association, Municipal Ordinances of the City of Orange Beach, AL, or any contract for lease or license. The Association, the BOD or its managing agent shall not become liable to any Unit Owner or sub-lessor or other party for any loss of rents or other damages resulting from the reasonable exercise of the provisions of this paragraph.

**XVIII *Complaints***

18.01 Complaints regarding the management of the condominium or regarding actions of other Owners or persons shall be made in writing to the BOD. The BOD 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.

**XIX *Payment Policies***

19.01 Monthly assessment payments are due by the first of each month. At thirty (30) days past due, the first notice letter is sent to the delinquent Unit Owner stating the BOD has the right to file a lien against the unit. At forty-five (45) days past due, a second and final notice (certified mail) is sent. The Unit Owner is given ten (10) days after receiving the final notice to pay the account in full. After the ten (10) day period, copies of the first and final notice letters and a copy of the certified mail receipt signed by the recipient is sent to the Association’s attorney with instructions to commence collection proceedings. Special assessments will be due on the date indicated and the same procedure will be used for delinquent payments of special assessments. Late fees, bank fees, interest and legal fees due to delinquent payments will be charged to the Unit Owner and will be filed as a lien against the unit.

19.02 In the event a Unit Owner is delinquent more than thirty (30) days, the BOD has the authority to terminate services provided by Association dues and limit the use of the Common Elements.

**XX *Fines, Enforcement and Amendments***

20.01 A system of penalties has been established to ensure compliance with the Declaration and Rules of the Association. The BOD believes that the enforcement procedure will result in greater community awareness of reasonable conduct that all Unit Owners have the right to expect from each other. If the violator is not a Unit Owner, the Owner will be provided with copies of all correspondence pertaining to the violation and any ensuring penalties and hearings. The Unit Owner is ultimately responsible for all fines imposed and the removal of all violations.

Fines may be imposed for violations of any of the above rules, according to the following schedule:

First Violation: written warning

Second Violation: $200.00

Third Violation: $300.00

Repeated violation (per occurrence) $400.00

In the event, repeated fines do not deter the violation, the BOD, at its sole discretion, may implement additional sanctions against the violator.

20.02 The BOD may not impose any fine or infringe upon any right of a Unit Owner for violations of the Rules until the following procedures have been complied with:

a. If a violation of the Rules is alleged in a written complaint to the BOD, the BOD will notify the alleged violator in writing (“Written Warning”) to cease and desist from the violation. This Written Warning will include: 1) the nature of the alleged violation 2) the action required to remove the violation; and 3) a schedule of fine fees for a repeated violation.

b. Depending on the severity of a violation by an owner/guest/lease/renter, the BOD may fine a Unit Owner without prior written notice of violation. It shall be the BOD’s discretion if such violation continues to affect the quality of use to other Owners and causes management further expense to enforce. If violation occurs, a fine may be immediately levied. It is the Unit Owner’s responsibility to ensure guests and renters are knowledgeable of the Rules and Regulations. Unit Owners are accountable for their renters, lessees, guests, tenants and/or occupants.

c. The violator may request a hearing within ten (10) days after imposition of the fine. The request must be made in writing and be addressed to the BOD. The hearing shall be held in executive session (a closed session) of the BOD and will afford the violator a reasonable opportunity to be heard. The violator may present his/her case to the BOD, and the BOD will decide, based on the available information regarding the alleged violation, whether any fine and/or penalties shall be lifted.

20.03 A fine will be applied to the Unit Owner regardless of whether the offender is the Unit Owner, a lessee, guest, or a household member. The payment of the fine does not relieve the offender of the obligation of correcting the violation. If the Association incurs expenses to correct the violation, this expense will be applied to the Unit Owner. If the Unit Owner does not pay the bill, a higher fine may be imposed.

20.04 If a fine remains unpaid, a lien may be placed against the unit in question. This means that the unit cannot be sold unless the fine and all associated expenses in filing the lien are paid, and the lien has been removed. In addition, the BOD may foreclose on a lien if it is deemed necessary. Other penalties for not paying the fines and expenses may also be considered including, but not limited to, the following:

a. Filing suit against the Unit Owner for damages;

b. Filing suit against the Unit Owner for injunctive relief;

c. Contacting the proper authorities for consideration of criminal prosecution, when applicable (violation of federal, county, city and state laws).

20.05 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 the time by the BOD.

IN WITNESS WHEREOF, I have witnessed my name as Secretary of Harbor Cove Condominium Association, Inc., on this the \_\_\_\_\_\_\_ day of September, 2023.

Harbor Cove Condominium Association, Inc.

An Alabama Nonprofit Corporation

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JOHN LYTLE, SECRETARY

Attest:

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CRAIG MILLER, PRESIDENT