



## **PALM HARBOR PROPERTY OWNER'S ASSOCIATION**

### **Resolution of the Board of Directors**

#### **RULES AND REGULATIONS**

The following Resolution is adopted as of the 17<sup>th</sup> day of September, 2022 by the Board of Directors of the Palm Harbor Property Owner's Association.

#### RECITALS

"Declaration" is the *Declaration of Covenants, Conditions and Restrictions for Palm Harbor, A Planned Unit Development* recorded May 21, 1997 and; as amended on June 18, 1997 and filed in the Office of the Judge of Probate of Baldwin County, Alabama, "Bylaws" is *By-Laws of Palm Harbor Property Owner's Association* recorded May 21, 1997, 1997 and filed in the Office of the Judge of Probate of Baldwin County, Alabama, "Rules and Regulations" is the *Exhibit A - Rules and Regulations* as defined in this Resolution as Exhibit A, "Association" is the Palm Harbor Property Owner's Association, and "Board" is the elected Board of Directors of the Association;

WHEREAS, Article 10.1 of the Bylaws authorizes the Board to control, adopt, modify, amend, or add to Rules and Regulations concerning the use of the Planned Unit Development;

WHEREAS, Article VIII of the Declaration empowers the Board to enforce the covenants and restrictions which shall pertain to the Property

WHEREAS, Article VIII, Section 8.42 of the Declaration provides that the Association shall have the right to levy reasonable fines against Owners for violations of its Rules and Regulations or the Declaration by the Owners or their family, members, guests, invitees, licensees, employees or agents and such fines shall be treated as individual assessments and shall be collectible as such and upon any delinquency in the payment of any fine the Association shall have all rights as set forth in this Declaration, including, without limitation, lien rights against the Owner. In addition, the Association will have the right to have any vehicle which is in violation of a parking regulation towed at the Owner's expense;

WHEREAS, Article X, Section 10.4 of the Declaration provides that the Association, through its Board of Directors, may make and enforce reasonable Rules and Regulations governing the use of the Property and vessels. Sanctions may include reasonable monetary fines and suspension of the right to vote and the right to use the Common Area. The Board shall, in addition, have the power to seek relief in any court for violations or to abate nuisances.

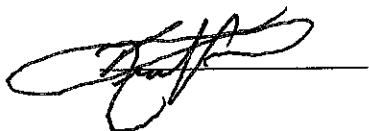
WHEREAS, Article XV, Section 15.14 of the Declaration provides that the Association, shall have the right to construe and interpret the provisions of the Declaration, and in absence of an adjudication by a court of competent jurisdiction to the contrary, its construction or interpretation shall be final and binding as to all person or Property benefited or bound by the provisions hereof;

WHEREAS, from time-to-time the Board identifies or receives complaints from Owners regarding alleged nuisances; improper, offensive or unlawful activities or use of the premises; or other alleged violations of the Declaration or Bylaws or Rules and Regulations. The Declaration, Bylaws and Rules and Regulations are available online at the Owner's Portal website;

NOW, THEREFORE, BE IT RESOLVED that all prior Rules and Regulations are rescinded and are no longer of any force (except as to violations already underway or fines already levied) and the Rules and Regulations attached as Exhibit A below is adopted by the Board of Directors.

ATTEST:

Ken Vicens:  
President

A handwritten signature in black ink, appearing to be 'Ken Vicens', written over a horizontal line.

Eric Johnson:  
Secretary

A handwritten signature in black ink, appearing to be 'Eric Johnson', written over a horizontal line.

## Exhibit "A"

### RULES AND REGULATIONS

Note: This document shall serve as a summary of the Rules and Regulations set forth in the Declarations and By-Laws. Its purpose is to draw awareness, interpret, clarify or adopt new rules and regulations in a single format for Owner reference. If a conflict exists between this Exhibit "A" and the language contained in the Declarations or By-Laws; this document shall be overriding.

#### Responsibility for Maintenance

The Association is responsible for the maintenance of the common area improvements.

**Lots:** Owners are responsible for the maintenance of any lot owned, and all improvements therein and thereon, including the seeding, watering, and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements.

**Boat Slip:** Each owner shall keep any Boat Slip, any improvements to the boat slip and all vessels owned by the Owner located in the Marina in a neat, attractive, and safe condition and in good order and repair. Each Owner shall be responsible for the condition of the vessel moored at the Marina or within a Boat Slip that the Owner is entitled to possess. Section 8.35 of the Declaration of Covenants, Conditions, & Restrictions has more information on the appearance of the Marina, Boat Slips and vessels moored in the Marina. Section 8.40 has specifics on the Inspection and Removal of Vessels.

The grounds maintenance personnel working on site are engaged to perform work for the Association in the common areas of the complex and cannot perform routine repairs and/or maintenance on your property. You should call an outside vendor to perform these types of repairs.

#### Parking and Towing of Vehicles & Trailers

An Owner of a Lot shall provide space for the parking of at least three automobiles, unless modified by the Architectural Committee, per Lot off the private roadway. Parking must be confined to the interior of the Lot and not on the private roadway or sidewalks.

Parking in the property shall be restricted to private automobiles, passenger vans and passenger pick-up trucks, and only within the parking areas designed and/or designated for that purpose. No owner shall conduct repairs (except in an emergency) or restorations of any motor vehicle or other vehicle upon any portion of the Property, except in an enclosed area with the doors to that area closed at all times.

No commercial vehicles or campers, mobile home, motor homes, house trailers or trailers of any type, recreational vehicle, motorcycles, mopeds, boats, watercraft or vans shall be permitted to be parked or to be stored at any place within the property, except in spaces for some or all of the above specifically designated by the Declarant, and except that each Owner may moor a vessel in the Marina or Boat Slip which is attached to as an appurtenance to his or her Lot. No Owner shall keep any vehicles on the Common Area which is deemed a nuisance by the Board.

The prohibitions on parking contained in this Section shall not apply to temporary parking of commercial vehicles such as for construction use or providing pick-up and delivery and other commercial services. However, any parking or placement of dumpsters, trash bins, contractor trailers, etc. must be for an active project and must be removed

in a reasonable timeframe as determined by the Board.

No overnight on-street parking, parking on sidewalks or parking on lawns shall be permitted.

Guest/Overflow parking is available at the tennis courts and pool area as well as the North end of the dog walking path. This guest/overflow space is considered short term parking only. Any vehicle parked in these areas without moving for more than 7 (seven) days shall be considered long term parking and in violation of the parking rules.

Owners MUST inform their guests of the Palm Harbor parking rules and regulations, they will be held responsible for their guests.

Any vehicle or trailer parked in violation of these, or other restrictions; will have a warning notice placed on it and an attempt will be made to contact the Owner via electronic mail or phone call. If the violation has not been resolved by noon the following day; action may be taken as defined in Resolution titled FINES AND ENFORCEMENT, Exhibit "A"

#### Boat/Trailer Storage Lot

Boat/Trailer Lot is for OWNER USE ONLY. Boat trailers parked in the storage lot must be for an owner's vessel that is in the Palm Harbor marina. Only boat trailers may be parked in the storage lot and they must be in roadworthy condition. No vehicles, utility trailers or other property may be stored on the storage lot and are strictly prohibited. If a trailer parked in the storage lot holds a vessel; that vessel must have current registration. Boat trailers must have a current Palm Harbor parking decal affixed to the tongue area. Only 1 trailer is permitted per Owner, per Lot in the storage lot area.

Any vehicle or trailer parked in violation of these, or other restrictions; will have a warning notice placed on it and an attempt will be made to contact the Owner via electronic mail or phone call. If the violation has not been resolved by noon the following day; action may be taken as defined in Resolution titled FINES AND ENFORCEMENT, Exhibit "A"

#### Pool

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. All persons using the swimming pool must observe the posted hours of pool use signage located on the property.

#### Pets

Owners are allowed to keep a total of two (2) domesticated household pets. No such pets shall be kept for any commercial purpose, and any such pets may be kept only as long as they or any of them do not become an annoyance or nuisance to the neighborhood. All pets shall be kept under close supervision of the Owners and shall, when outside, at the written request of the Architectural Committee, be kept behind a fence (see fence requirement).

Except as stated above, no animals, livestock or poultry of any kind shall be raised, bred, harbored or kept on the Property, the Marina or any Vessel.

The City of Orange Beach may impose a fine of up to \$500 for dogs observed on the beach.

#### Window Coverings

Reflective window coverings are prohibited. No awnings, canopies, shutters, or patio cover shall be erected, placed or permanently installed unless first approved by the Architectural Committee.

#### Access Following Storms

For emergency management purposes, the island has been divided into 17 zones. Nine of these zones are in the City of

Orange Beach. During and following emergencies such as damaging storms, transit to and from the beach will be monitored and limited.

The City of Orange Beach provides decals direct to each property owner showing that the border of the decal is a property owner in a specified zone. These decals are received from the City of Orange Beach and mailed to each property owner every other year by the Association. If you need decals, you should contact the City of Orange Beach at 251-981-6096 for information on obtaining a decal. This will facilitate access to your unit when access is allowed.

### Marina Rules

The Palm Harbor Property Owner's Association, Inc., herein referred to as the Association, Articles of Incorporation, Declaration of Covenant, Conditions and Restrictions for Palm Harbor, and By-Laws are hereby incorporated in the below Rules and Regulations.

1. Individuals 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. Lot/slip owners and individuals shall hold Palm Harbor Property Owner's Association, Inc. and its authorized representatives safe and harmless from any and all liability, injury, loss or damage. Individuals using the marina agree not to hold the Association liable for any action of whatever nature that occur on or are around the marina. Lot/slip owners are solely responsible for any damage they, their guests, their boat, their renters, or their renters' boat may cause.
- ~~2. Residents are responsible for the conduct of their guests at all times, and for the careful observance of all safety and sanitation precautions.~~
3. The marina shall be used in accordance with such rule and regulations as shall, from time to time, be promulgated by the Board of Directors and the Association and a copy mailed annually to the Owners of Record.
4. All lot or other fees pertaining to the marina must be paid prior to use of the marina or any of its facilities.
5. No swimming or other "in the water" activity will be allowed in the marina. The marina is a **NO WAKE ZONE**.
6. Any crab pots, live boxes, minnow traps, etc., that are not being fished or attended to will be removed from the water and or dock and will be discarded by the Association or its authorized representative.
7. Owners are reminded of the Palm Harbor Property Owner's Association, Inc. **Articles of Incorporation, Declaration of Covenants, Conditions and Restrictions for Palm Harbor, and By-Laws** which prohibit any alteration or addition to the Common Elements or Limited Common Elements without the express written consent of the Association. The marina is a common element and the marina slip is a limited common element. Any modifications thereto are prohibited without written approval of the Association's Board of Directors. This should be interpreted to include boats lifts and permanently attached items such as dock boxes, cleats, steps, etc.
8. It is the sole responsibility of the lot/slip owner that any boat in their slip is properly secured. All boats are required to use ½" or larger lines of good quality, as a set of permanent lines for docking. The boat when docked must be tied up the same, every time you dock. No vessel may extend past the outside piling such that it would inhibit traffic of other vessels moored at the marina.
9. Owners are cautioned not to position lines, buoys, fish traps and equipment, etc., in any manner which may cause a safety hazard, create the potential for accidents, or impair navigation within the marina. Extreme caution should be exercised in the use of electrical extension cords and unattended electrical equipment such as chargers, dehumidifiers, aerators, etc. Fire and/or electrocution is a very real possibility in and around saltwater. Make sure that operating equipment and accessories are marine grade, in good condition, well ventilated, and that marine grade power cords are secured so as to not

make contact with water.

10. All slips may be individually metered and billed for electrical usage, with no liability to the Association.
11. All hoses must have self-closing nozzles and all hose bibs shall be turned off when not in use.
12. Use of the marina is exclusively for recreational purposes and any use in support of, or for commercial business activities (to include charter operations) is expressly prohibited. No commercial vessels such as charter boats, party/tour boats or other commercial fishing vessels are allowed at the facility.
13. Marina slips may not be rented or used separately from the lot to which they are assigned. Only one boat shall be allowed in a slip. Owners wishing to lease/rent a slip(s) from other Owners for their personal use, or for the use of their immediate family, must make a written request for approval of a variance by the Board. Said variance, if granted will require the renter/lessee Owner to assume all related liability associated with said slip, its contents and its usage. The use of the marina and the slips therein, are for the exclusive use of the Owners and their guest(s) who are using their lot. Use of the marina and slips by guests is allowed only when such guests are in occupancy of the Owner's home. The intent is to restrict the use of Palm Harbor's overall facilities and amenities to non-owner use while reducing liability risks to all Owners.
14. It is the lot/slip owner's responsibility to ensure that any marine service people and outside contractors employed by the lot/slip owners have current liability insurance and workers' comp of sufficient coverage to insure against any potential damage to the marina facilities or other boats in the marina. The lot/slip owner must ensure that any work done to a vessel in your slip does not create a disturbance, endanger, damage, obstruct, or deface the marina's facilities, other boats or their neighbors
15. Maintenance and repair to boats docked in the marina is limited to what can be accomplished within the confines of the boat. Materials removed from boats in the process of repair cannot be stored on the pier or any marina facility. Owners are responsible for any accidental spillage and remediation of hazardous or pollution related materials, such as fuel, oil or other materials, as well as for their proper use and disposal to include such items as towels and rags which may have become contaminated. The responsibility of the Owner in this regard extends to the actions, or lack thereof, of his guests (and renters).
16. Only 100% biodegradable ingredients are to be placed in the holding tank and/or portable toilets. NO OIL, FORMALDEHYDE OR OTHER HARSH CHEMICALS WILL BE ALLOWED TO PUMPOUT AT THIS MARINA.
17. It is recognized that an Owner or his guest may wish to sleep aboard his vessel (when vessels are so intended) from time to time while moored in the marina. At no time, however, is the vessel to be used as a permanent living accommodation while moored in the marina. Dwelling within the vessel for more than three consecutive days is specifically prohibited unless written approval is obtained in advance from the Association.
18. No article shall be hung or shaken from the deck or placed in the windows or railings of moored vessels. Under no circumstances shall laundry or other articles be placed or hung on the exterior portions of the boat. No reflective blinds, shades, screen reflection materials or other items affecting the exterior appearance of the boat (except for commercial boat covers) or the Limited Common elements of the marina shall be installed without the prior written consent of the Board of Directors.
19. Nothing shall be mounted on the pilings or the docks. No modifications will be allowed to the docks or the slips. No structural alteration, construction, addition or removal of any Common or Limited Common Elements shall be commenced or conducted except with the prior written consent of the Board in strict accordance with the provisions of the Declaration, the By-Laws, and State and Local Laws.
20. One standard dock box, white fiberglass construction, with dimensions of 60" wide, 10" deep, and 18" high is allowed for each slip.
21. All Boats in the marina are to be seaworthy and in compliance with all local and federal laws, and are to

- be maintained in a sound "Bristol" condition with a current and lawful registration and equipped with adequate propulsion. "Bristol" is further defined as being generally tidy and clean in appearance.
22. The use of scooters, skateboards, and other such items are prohibited on the piers and docks areas comprising the marina. Bicycles are permitted.
  23. Each owner and their guest/renters shall see that the areas of the marina are maintained in a clean condition. Those individuals using the fish cleaning stations are responsible for cleaning up after such usage and for removal of any refuse created from pier fishing, use of cast nets, and any other fishing equipment. Lot/slip owners and their guests are required to keep their area clean and not impede the walk or waterways at any time. Nothing at all is to be thrown into the water. All refuse is to be disposed of properly by the disposing in the provided receptacles.
  24. In the event the U.S. Weather Service issues a "Hurricane Warning" all Owners and their guests are required to remove their vessels from the marina. Lot/Slip Owners are responsible for removing their boat or that of their boat or that of their renter's boat upon any emergency situation. The Association or its authorized representative has the authority to act in the lot/slip owner's, or his tenant's, absence or neglect of these rules.
  25. Any individual's failure to adhere to these rules subject the Owner to disciplinary action to include fines and accrued costs for removal, towing and/or storage of vessel. Any proposed variance(s) in these Marina Rule requires the written approval of the Board of Directors of the Association.

