

EXHIBIT "D"

**Regency Club Condominium
Rules and Regulations Concerning Use**

THE REGENCY CLUB CONDOMINIUM OWNERS ASSOCIATION, INC., hereinafter referred to as the "Association," acting through its Board of Directors, hereinafter referred to as the "Board," has adopted the following Rules and Regulations, hereinafter referred to as "Regulations," and these Regulations may be amended from time to time by resolution of the Board.

The term "Unit Owners" as used herein shall be defined as the Owner of any Unit and to such Owner's family, tenants, whether or not in residence, servants, employees, agents, guests, invitees, licensees, and other occupants. The term "Association" as used herein shall be defined as and include the Association and any Managing Agent acting on behalf of the Association.

WHEREFORE, the Board hereby makes, establishes, and implements the following initial Regulations for the use of the Condominium, to-wit:

1. The Board shall have the authority to make, establish and implement such Regulations deemed necessary; however, the Association shall have the right to alter, amend, modify, add to, or repeal any or all of such Regulations upon the majority consent or approval of the members.

2. All Unit Owners are to inform any non-owner using or otherwise upon the Condominium property of these Regulations.

3. Management, operation, maintenance, and repair of the Common Elements and all parts of the Condominium property shall be the responsibility of the Association, except for those matters which are stated in the Declaration to be the responsibility of a Unit Owner.

4. No Owner may install any plumbing, wiring or air conditioning equipment without the prior written approval of the Board, and no work of any kind or nature shall be done upon or affecting any portion of exterior building walls or interior boundary walls which are the responsibility of the Association without first obtaining the approval of the Board as required by the Declaration.

5. The sidewalks, entrances, passages, public halls, of or appurtenant to the Condominium buildings shall not be obstructed or used for any other purpose than ingress and egress from the Condominium buildings.

6. No article shall be placed in any portion of the Common Elements or other areas, including, but not limited to, garbage cans, bottles or mats, except those areas specifically designated by the Association or otherwise approved by the Board.

7. Nothing shall be hung or shaken from any door, window, roof, balcony, terrace, or patio or placed upon the window sills of any portion of the Condominium buildings.

8. No Unit Owner, guest, occupant or other person shall play or lounge in any entrance, passage-way, hall, stairway, or any other public area of the Condominium buildings.

9. No Common Element or other public area of the Condominium buildings shall be decorated or furnished by any Unit Owner or other person in any manner without the approval of the Board.

10. Each Unit Owner shall keep such Owner's Unit in a good state of cleanliness, and shall not sweep, throw or permit to be swept or thrown from said Unit, or from any door or window thereof, any dust, dirt, trash or other substance.

11. No window guards or other window decorations of any kind or nature shall be used or placed in or about any Unit without the written approval of the Board.

12. Nothing shall be done in or to any Unit or on the Common Elements or any portion of the Condominium property which could impair or damage in any way the structural integrity of the Condominium buildings or any appurtenance thereof or other portion thereof.

13. No Common Element or other common area of the Condominium shall be altered, modified, or otherwise changed in any way without the prior written consent of the Board.

14. No radio, television, or satellite antenna or other aerial of any kind shall be attached to or hung from the exterior of the Condominium buildings without the written approval of the Board.

15. No sign, notice, advertisement, or illumination shall be inscribed, projected or otherwise exposed from or on any window, wall, or any other part of the Condominium buildings, except as permitted by the Declaration of the By-Laws, without the prior approval of the Board.

16. No ventilator, heater, air conditioning, or other similar device shall be installed in any Unit without the prior written approval of the Board.

17. 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, requirements, and recommendations of the Board and local fire department and other public authorities having jurisdiction thereof, and the Unit Owner shall be solely responsible and liable for any damage or injury caused by same.

18. No motorcycle, bicycle, baby stroller or other vehicle or item, shall be allowed to stand or remain in any common hall, passageway, or other area of the Condominium buildings.

19. The Developer will provide a unit/building number identification for each unit. No additional name plate or other similar identification of any type or size shall be attached or affixed to the door or any other exterior portion of a Unit without the approval of the Board.

20. No Unit Owner shall make or permit disturbing noises or activities in such Owner's Unit or any other portion of the Condominium buildings which will interfere with any right, comfort, or convenience of other Unit Owners or tenants.

21. No Unit Owner shall play upon or cause to be played upon any musical instrument, or operate or permit to be operated any radio, phonographs, television, loud speaker, or any other sound amplification device, or practice or permit to be practiced any vocal or instrumental music, in such Owner's Unit or in, on or upon any portion of the Condominium property between the hours of 10:00 p.m. and 9:00 a.m.; if the same disturbs or otherwise annoys another Unit Owner or occupant of the Condominium buildings.

22. No construction, installation, or repair work of any kind which causes or creates noise shall be conducted in any Unit or in or upon the Condominium property except on weekdays and not including legal holidays, except only between the hours of 8:00 a.m. and 5:00 p.m., unless such work is necessitated by an emergency or has been otherwise approved by the Board.

23. 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.

24. All contractors, service, and delivery persons shall be required to use the entrance, and stairway designated by the Board.

25. The swimming pool, bathrooms, showers, and all other areas of the Units and the Condominium buildings and property shall not be used for any purpose other than those for which they are designed.

26. Any damage to any Common Element, Limited Common Element, or another Unit resulting from the misuse of any area or fixture in a Unit or in or on any portion of the Condominium buildings shall be repaired and paid for by the person causing such damage or the Owner of such Unit.

27. The Board shall have the absolute right of entry into any Unit in the Condominium for the purpose of inspection, repair or to remedy an emergency or otherwise prevent damage to a Unit or any portion of the Condominium buildings or property.

28. A contractor, workman, or other agent authorized by the Board may enter any Unit or area in the Condominium buildings to inspect or repair same or as may be necessary to control or exterminate pests, at any reasonable hour and in any reasonable manner provided such

entry does not reasonably interfere with the use of such Unit for its permitted purposes, except in an emergency.

29. The Board shall retain a pass-key to each Unit and all other areas of the Condominium property, and 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.

30. In the event the Board or its authorized agent requires entry into a Unit and the Board has not been furnished a key to the Unit or the Unit Owner is not personally present to open and permit such entry to the Unit at any time when an entry therein is necessary, required, or permissible under these Regulations or the Declaration or the ByLaws, the Board or its authorized agent may forcibly enter such Unit without liability for damages or trespass by reason thereof if reasonable care is given to such Unit Owner's property during such entry.

31. In the event of any emergency which could create or cause damage to any Unit or any portion of the Condominium buildings or property, the Board and its authorized agent shall have the authority to gain entry to any Unit or other area by whatever means necessary to gain such entry and remedy the emergency.

32. No vehicle shall be parked in any manner which will impede or prevent ingress, egress or ready access to any entrance to or exit from the Condominium property by another vehicle, notwithstanding whether said vehicle is owned by or otherwise belongs to a Unit Owner or any family member, guest, tenant, agent or employee of such Unit Owner.

33. Unless otherwise authorized by the Association, the parking areas may not be used for any purpose other than parking automobiles, and all buses, trucks, campers, boats, jet skis, trailers, and other recreational and commercial vehicles shall be parked only in the areas designated specifically for such parking by the Board, if any.

34. All vehicles of every kind, character, and nature parked or otherwise situated on the Condominium property must have current license plates and be in good operating condition.

35. No vehicle of any kind, character or nature shall be parked on any portion of the Condominium with conspicuous "For Sale" signs attached, without approval of the Board.

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

37. The Board may relocate or restrict the use of any portion of the Common Elements devoted to storage, recreation or service purposes, except those retained by the Developer.

38. Any complaints regarding the operation, management or service of the Condominium or the Condominium property shall be submitted in writing to the Board.

39. Any Board approval given under these Regulations may be added to, changed, amended or repealed at any time by resolution of the Board, except as provided in the By-Laws.

40. No Unit Owner, or any family member, guest, servant, employee, agent, licensee, or other visitor shall enter upon the roof the Condominium buildings at any time or for any reason, except as permitted by the Board or otherwise authorized herein or the Declaration or the By-Laws.

41. No Unit Owner shall keep or bring or permit to be kept or brought at any time in such Owner's Unit any flammable, combustible or other explosive fluid, material, chemical or substance, except as shall be necessary and appropriate for the permitted uses of such Unit.

42. Employees and agents of the Association are not authorized to accept any package, keys, money, except for assessments, or other article of any description for the benefit of a Unit Owner, and if any such item is left with an employee or agent of the Association, the Unit Owner assumes the sole risk therefor, and the Unit Owner, not the Association, shall be liable for and does not assume any responsibility or liability for any injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith.

43. Any delivery 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 delivery, and if any key or other item is given to an employee or agent of the Association by a Unit Owner or any person using or occupying such Owner's Unit, whether for such Unit Owner's Unit or an automobile, or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner, and the Association shall not be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith.

44. Nothing shall be done or kept in any Unit or in or upon any portion of the Condominium buildings or other portion of the Condominium property which could cause an increase in the rate of insurance of the Condominium buildings or any portion of the Condominium property or any contents thereof without the prior written consent of the Board.

45. No Unit Owner or occupant shall do or keep or permit anything to be done or kept in any Unit or the Condominium property which is a violation of the law or could cause the cancellation of insurance of the Condominium buildings or other portion of the Condominium property.

46. No waste shall be committed of the Common Elements in any manner.

47. No group tour or exhibition of any Unit or its contents shall be conducted, and no auction or other similar sale be held or conducted in any Unit without the consent of the Board.

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

49. No pets shall be kept or brought on the Condominium property, except those of Unit Owners under the terms, conditions, and restrictions as set forth in the Declaration and as the Board shall impose or regulate from time to time, and any animal or pet which causes or creates any nuisance or unreasonable disturbance, regardless if whether owned by a Unit Owner, may be immediately and permanently removed from the Condominium property by the Board if, after warning, the animal or pet continues to cause or create a nuisance or disturbance.

50. The owner of any pet or animal, whether or not such owner is a Unit Owner, shall be liable for any damage caused by such animal or pet to any part of the Condominium property or any other property operated by the Association or to any other Unit Owner or guest in the Condominium.

51. All persons shall be properly attired when appearing in any public portion of the Condominium buildings or property or any other public spaces of the Condominium.

52. No running, diving, or other dangerous activity shall be permitted in or around the swimming pool and other recreational areas of the Condominium, and all rules and regulations regarding the swimming pool and other recreational and storage areas of the Condominium shall be promulgated by the Board and all Unit Owners shall comply with same.

53. All Unit Owners by acceptance of their deed, agree to be bound by and comply with these Regulations and any amendments thereto as the Board may make from time to time.