

**RULES AND REGULATIONS**  
**CONCERNING USE OF**  
**SUNSET BAY AT BON SECOUR ISLAND VILLAS, A CONDOMINIUM**

In addition to those **Rules and Regulations** contained in the **Declaration of Condominium of Sunset Bay at Bon Secour Island Villas, a Condominium**, (the "**Declaration**"), the following **Rules and Regulations** are adopted by **Sunset Bay at Bon Secour Island Villas Condominium Owners' Association, Inc.** (the "**Association**"):

1. The **Common Elements, Limited Common Elements** and common areas and facilities of **Sunset Bay at Bon Secour Island Villas, a Condominium** are for the use of the **Owners** and their invited guests as provided for in the **Declaration**.

All **Persons** 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, Use Restrictions** and these **Rules and Regulations**.

2. No **Owner** shall rent less than six months, offer or sell any interest in any **Unit** under a "resort", "timesharing" or "interval ownership" plan.

3. The sidewalks, entrances, passages, halls, elevators, corridors and stairways of **Sunset Bay at Bon Secour Island Villas, a Condominium** shall not be obstructed or used for any other purpose than ingress to and egress from the **Building** and the **Unit**. No motorized vehicle shall be operated on any walkway or other area except upon the driveways and parking areas designated for vehicular use.

4. Parking under the **Building** is not adequate or provided for visitors and guests. **This parking is strictly reserved for Registered Deeded Owner's vehicles and Board approved tenants. Unregistered vehicles can be towed at the owner's expense.** Expense can be reimbursed if proof of ownership and deed are provided to management. No vehicle belonging to an **Owner** or to a member of the family or guest, tenant or employee of an **Owner** shall be parked in such manner as to impede or prevent ready access to any entrance to or exit from the **Building** by another vehicle. The sidewalks, driveways and parking areas must not be obstructed or encumbered or used for any purpose other than ingress and egress, and for parking. No vehicle shall be parked in such a manner as to impede or prevent ready access to other parking areas. No parking space, driveway or other areas shall be used for the storage of vehicles or parking of any boat, boat trailer, house trailer, camper trailer or any other sort of towed vehicle or object. The **Owners**, their employees, agents, visitors, licensees and family shall obey the parking regulations posted in the private streets, parking areas and drives, and any other traffic regulations promulgated for the safety, comfort or convenience of the **Owners**. Washing of cars, boats and vehicles is prohibited.

5. No bicycles, scooters or similar vehicles shall be operated under the **Building**, the main entrance or be allowed in any of the elevators other than the elevator designated by the **Board of Directors** 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**.

6. Neither **Occupants** nor their guests shall play in the entrances, garage parking area, pool, passages, public halls, elevators, corridors, stairways or fire towers of the **Building**.

7. All service and delivery **Persons** will be required to use the entrance designated by the **Board of Directors**.

8. No article (including, but not limited to, garbage cans, bottles or mats) shall be placed in any of the common area, **Common Elements or Limited Common Elements**, 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 or balconies of the **Building**. No laundry or other articles may be placed or hung on the exterior portions of a **Unit**. No **Owner** shall install any plantings on any terrace, balcony, patio or roof nor on any **Common Elements or Limited Common Elements** except with the permission of the **Board of Directors**.

9. Except as otherwise provided in the **By-Laws**, no common hall or common elevator of the **Building** shall be decorated or furnished by an **Owner**.

10. Each **Owner** shall keep such **Unit** in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown from said **Unit**, or from the doors or windows of said **Unit**, any dirt or other substance. All garbage and refuse shall be deposited with care in garbage containers intended for such purpose only at such times and in such manner as the **Board of Directors** may direct. Garbage cans shall be deposited in garbage collection areas designated for that purpose in order to accommodate the garbage pick-up service. No trash or other articles shall be burned, and all disposal shall be in accordance with such further **Rules and Regulations** as shall, from time to time, be promulgated by the **Board of Directors** and posted.

11. 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 of Directors**.

12. 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 of Directors**; nor shall anything be projected from any window of a **Unit** without similar approval.

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

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

15. **No Owner** shall make or permit any disturbing noises or activity in or on **Sunset Bay at Bon Secour Island Villas, a Condominium**, or do or permit anything to be done in or on **Sunset Bay at Bon Secour Island Villas, a Condominium**, which will interfere with the rights, comforts or conveniences of other **Owners** or tenants. No **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** of an **Owner** between **10:00 p.m.** and the following **9:00 a.m.**, if the same shall disturb or annoy other **Occupants of Sunset Bay at Bon Secour Island Villas, a Condominium**, and in no event shall practice or cause to be practiced either vocal or instrumental music between the hours of **10:00 p.m.** and the following **9:00 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 **8:00 a.m.** and **5:00 pm.**, **unless such construction or repair work is necessitated by an emergency. 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 to said Unit.**

16. Water-closets and other water apparatus 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**.

17. The agents of the **Board of Directors** and any contractor or workman authorized by the **Board of Directors** 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 permitted purposes.

18. The **Board of Directors** may retain a pass-key to each **Unit**. If any lock is altered or a new

lock is installed, the **Board of Directors** shall be provided with a key to each **Unit** immediately upon such alteration or installation. If the **Owner** is not personally present to open and permit an entry to the **Unit** of an **Owner** at any time when an entry to said **Unit** is necessary or permissible under these **Rules and Regulations** or under the **By-Laws** and has not furnished a key to the **Board of Directors**, then the **Board of Directors** or the agents of the **Board of Directors** (but, except in an emergency, only when specifically authorized by an officer of the **Association**) may forcibly enter such **Unit** without liability for damages or trespass (if during such entry reasonable care is given to the property of said **Owner**).

19. The **Board of Directors** may from time to time curtail or relocate any portion of the **Common Elements** devoted to storage or service purposes in **Sunset Bay at Bon Secour Island Villas, a Condominium**.

20. **Owners**, their families, guests, 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**.

21. **No Owner** or any of the agents, employees, licensees or visitors of an **Owner** shall at any time bring into or keep in such **Unit** any flammable, combustible or explosive fluid, material, chemical or substance, except as shall be necessary and appropriate for the permitted uses of such **Unit**.

22. If any key or keys are entrusted by an **Owner** or by any member of the family of an **Owner** or by an agent, employee, licensee or visitor to an employee of the **Association**, whether for such **Unit** of said **Owner** or an automobile, trunk or other item of personal property, the acceptance of the key shall be at the sole risk of such **Owner**, and the **Board of Directors** shall not be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting for said injury, loss or damage or connected with said injury, loss or damage.

23. Nothing shall be done or kept in any **Unit** or in the **Common Elements or Limited Common Elements** which will increase the rate of insurance of **Sunset Bay at Bon Secour Island Villas, a Condominium** or contents of in **Sunset Bay at Bon Secour Island Villas, a Condominium** without the prior written consent of the **Board of Directors**. **No Owner or Occupant** shall permit anything to be done or kept in the **Unit** of an **Owner** or in the **Common Elements or Limited 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 or Limited Common Elements**.

24. No group tour or exhibition of any **Unit** or the contents of a **Unit** shall be conducted, nor shall any auction sale be held in any **Unit** without the consent of the **Board of Directors**.

25. No animals, livestock or poultry of any kind shall be raised, bred, harbored or kept on **Sunset Bay at Bon Secour Island Villas, a Condominium** except in compliance with the **Declaration**.

26. All pets must be registered with the **Board of Directors** or their designated agent and all **Owners** of such pets must comply with all of the provisions of the **Declaration** and these **Rules and Regulations**. Pets must be on a leash when outside of **Units** and owners are required to comply with the **City of Gulf Shores** and **Baldwin County** leash laws at all times.

27. Owners of pets, when walking their pets will clean up any waste deposited or left by such pets and dispose of such waste in a proper manner. Loud barking of dogs which disturb other **Owners** or occupants in or outside of **Units** is prohibited and shall be considered and treated as a public nuisance.

28. Violators of these **Rules and Regulations** will be subject to a fine of **\$25.00** for the first offense, **\$50.00** for the second offense, and, upon the third violation, the pet shall be reported to the proper authorities. These fines will be considered the same as special **Assessments** and will be collected as provided for in the **Declaration**.

### Swimming Pool

29. All **Persons** using the swimming pool do so at their own risk. 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** liable for any actions of whatever nature occurring within the pool area.

30. **Persons twelve years of age or under must be accompanied at all times by an adult.**

31. Except by prior agreement with the Board of Directors, the number of **Persons** in any one group in the pool at any one time will not exceed the resident members of the **Owner** plus three guests.

32. Residents 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 disease, sore or inflamed eyes, cough, cold, nasal or ear discharge or any communicable disease shall be excluded from the pool.

33. No boisterous or rough play shall be permitted in the pool, or in the pool area. Swimming alone when no other **Person** is in the immediate pool area is prohibited.

34. All **Persons** are requested to cooperate in maintaining maximum cleanliness and tidiness in the swimming pool area.

35. Tobacco, beverages, food or glassware are not to be brought into the pool area, and no glassware shall be brought onto the patios.

36. The pool 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**, which **Rules and Regulations** shall be posted by the **Board of Directors**.

37. Use of the pool is reserved for **Owners** eighteen years of age and over, after **7:00 p.m.**, local time. The pool will be closed from **10:00 p.m. to 10:00 a.m.**, local time, and during such other times and seasons as may be decided by the **Board of Directors**.

### Complaints

38. Complaints regarding the management of **Sunset Bay at Bon Secour Island Villas, a Condominium** or regarding actions of other **Owners or Persons** shall be made in writing to the **Board of Directors**. The **Association** 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**. Any complaint or dispute as to any of these **Rules and Regulations**, or as to any application or enforcement of the **Rules and Regulations**, shall be made in writing to the **Board of Directors** setting forth the nature of the matter complained of, and the names of all parties aggrieved and/or charged by reason of such matter. The **Board of Directors** may, in the sole discretion of the **Board of Directors**, decide the complaint without a hearing. In the event the **Board of Directors** elects to have a hearing upon such complaint, not less than five days notice of said hearing shall be given in writing to each **Person** named in the complaint as aggrieved and/or charged, stating the date, time and place of such hearing. Proceedings before the **Board of Directors** shall be informal, without technical rules of evidence, and each party aggrieved and/or charged shall be entitled to be present in **Person** or by their attorney, and to be heard.

### Amendment and Enforcement

39. Any consent or approval given under these **Rules and Regulations** by any **Person** designated as manager or any **Person** or committee designated as being responsible for the enforcement

of any of these **Rules and Regulations**, and/or for the use of any common facility, shall be revocable at any time by the **Board of Directors**.

**40.** These **Rules and Regulations** are subject to amendment by the **Board of Directors** and to the promulgation of further **Rules and Regulations** by the **Board of Directors** and/or by the **Association**.

**41.** The foregoing **Rules and Regulations** shall not apply to the **Declarant**, or the successors or assigns of the **Declarant**, until the **Declarant** has surrendered control of **Sunset Bay at Bon Secour Island Villas, a Condominium** or control by the **Declarant** of **Sunset Bay at Bon Secour Island Villas, a Condominium** has been terminated in the manner set forth in the **Declaration of Condominium of Sunset Bay at Bon Secour Island Villas, a Condominium** and the **By-Laws** of the **Association**.

**Declaration of Covenants, Conditions and Restrictions of  
the Communities of Sunset Bay for Sunset Bay, as Amended  
by Amended Master Declaration and Supplemental Declaration**

**42.** All **Owners of Units in Sunset Bay at Bon Secour Island Villas, a Condominium**, together with their occupants, guests and invitees, must comply with the **Declaration of Covenants, Conditions and Restrictions of the Communities of Sunset Bay for Sunset Bay, Phase I** dated **September 23, 2003** and recorded **October 9, 2003** as **Instrument Number 764204, Pages 1 through 45**, as amended by **Amended Master Declaration** and **Supplemental Declaration** adding **Sunset Bay at Bon Secour Island Villas, a Condominium** to **Sunset Bay**.

The capitalized terms used in these **Rules and Regulations** shall have the same meaning as those in the **Declaration of Condominium of Sunset Bay at Bon Secour Island Villas, a Condominium**.

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