

7 pages

**AMENDED RULES AND REGULATIONS
CONCERNING USE OF
THE RIDGE CONDOMINIUMS**

In addition to those restrictions, rules and regulations contained in the Declaration and the Amended Declarations of Condominium of The Ridge Condominiums (the "Declaration") and the existing Rules and Regulations of same, the following "Rules" are hereby adopted by The Ridge Condominium Owners' Association, Inc., an Alabama non-profit corporation (the "Association"). Capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed to such terms in the Declaration.

I. GENERAL COMMUNITY RULES

1. The facilities of The Ridge Condominiums (the "Condominium") are for the use of Unit Owners and their guests.

2. Each Owner shall abide by the terms and conditions of the Declaration and amendments thereto, the Articles of Incorporation of the Association (the "Articles"), the By-Laws of the Association (the "By-Laws"), and these Rules. If there is any conflict or inconsistency between the terms and conditions of the Declaration and the terms and conditions of the Articles, the By-Laws or these Rules, the terms and conditions of the Declaration shall control. If there is any conflict or inconsistency between the terms and conditions of the Articles and the terms and conditions of the By-Laws or these Rules, the terms and conditions of the Articles shall control. If there is any conflict or inconsistency between the terms and conditions of the By-Laws and the terms and conditions of these Rules, the terms and conditions of the By-Laws shall control.

3. Each Owner shall keep such Owner's Unit in good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, 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. No trash or other articles shall be burned, and all disposals 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.

4. A Unit Owner may identify such Owner's Unit with a name plate of a type and size approved by the Board of Directors and mounted in a place and manner only if approved by the Board of Directors. No other sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any Unit Owner or any part of the outside of a building, hung from or placed on windows, window sills, balconies, or otherwise displayed, without the prior written consent of the Board of Directors, except signs used by the Developer in the sale or leasing of Units as provided in the Declaration. Blinds or shutters or other window coverings located on the exterior of the Unit may not be installed or thereafter altered by a Unit Owner without the prior written consent of the Board of Directors and must be consistent with the policy or procedure then in place by the Board of Directors for the regulation of same. The Association

shall not otherwise be responsible for the installation, removal or damage caused by any hurricane protection devices or coverings applied to the exterior of any Unit. The Unit Owner shall bear all such responsibility and liability associated therewith, including any damage caused by the installation of same. ANY hurricane protection devices or coverings shall NOT BE INSTALLED OR APPLIED more than seventy-two (72) hours before the projected landfall of any NAMED STORM. Same shall be removed no later than seventy-two (72) hours after any such storm warning has passed. Violations of this section will be fined in amounts to be reasonably determined by the Board.

5. Unit Owners shall not remove, paint or change the appearance of the original standard equipment, interior blinds placed in the Units by Developer except as necessary for routine repair or maintenance and should replacement thereof be necessary, such blinds shall be replaced by the Unit Owner with blinds of same size, quality, color and material as the original blinds.

6. Unit Owners are reminded that alteration and repair of the Common Elements is the responsibility of the Association except for those matters which are stated in the Declaration to be the responsibility of a Unit Owner. No work of any kind is to be done upon or affecting those portions of exterior building walls or interior boundary walls which are the responsibility of the Association without first obtaining the approval of the Board of Directors.

7. The Association, its workmen, contractors and agents, shall have the right of access to any Unit at any reasonable hour of the day for the purpose of making inspections, repairs, replacements, or improvements, or to remedy any conditions which would result in damage to the portions of the building, or for any purpose permitted under the terms of the Declaration or the By-Laws. Except in case of emergency, entry will be made by prearrangement with the Owner. In the event the Association finds there are vermin, insects or other pests within any Unit, it may take such measures as it deems necessary to control or exterminate the same.

II. RESTRICTED ACTIVITIES

1. Designated walkways and paved areas shall be used at all times and shortcuts shall be avoided, both to prevent accidents and to preserve the appearance of planted and/or grassed areas. No motorized vehicle shall be operated on any walkway or other area except upon the driveways and parking areas designated for vehicular use.

2. The sidewalks, driveways and parking areas must not be obstructed or encumbered or used for any purpose other than ingress or egress, and for parking and consistent with the plat of the limited common areas as referenced in the Declaration and its amendments. The Board may or may not in its discretion assign specific parking spaces to the Unit Owners. If an assignment is made, such assignment shall not be recorded in the public records. The Board shall have the right to change the assignment of such specific parking spaces from time to time as in its sole discretion it deems advisable. No vehicle shall be parked in such a manner as to impede or prevent ready access to other parking areas. No mobile home, trailer, boat, boat trailer, house trailer, camper trailer or any other sort of recreational and/or towed vehicle or

object shall be parked, kept or stored on the Property other than in enclosed garages or as otherwise provided or directed by the Board of Directors. Storage of cars and trucks not used on a day by day basis is prohibited and any vehicle with an expired tag is subject to being towed off the Property at the Owner's expense and risk. The Owners, their employees, servants, agents, visitors, licensees, lessees and family will obey the parking regulations promulgated in the future for the safety, comfort or convenience of all Owners and occupants of the Condominium. Washing of cars, boats, and vehicles of any kind is prohibited except at such locations as are expressly designated therefore on the Plat and Plan or otherwise allowed by the Board of Directors.

3. No article shall be hung or shaken from the doors or windows or placed upon the window sills of the Units. Under no circumstances shall laundry or other articles be placed or hung on the exterior portions of a Unit.

4. No one shall make or permit any noises that will unreasonably disturb or annoy the occupants of any of the other Units in the Condominium, or do or permit anything to be done which will unreasonably interfere with the rights, comfort or convenience of others.

5. No vehicles of any type (including, but not limited to, moving vans, delivery vehicles, vehicles of maintenance or repair contractors or service or utility providers) shall be allowed upon any lawn, walkway or other landscaped area, except by written permission of the Board of Directors of the Association and with adequate limitations, protections and repair provisions for such activities.

6. The following activities are prohibited within the Condominium unless expressly authorized by, and then subject to such conditions as may be imposed, the Board of Directors:

(a) Any activity which emits foul or obnoxious odors outside the Unit or creates noise or other condition which tend to disturb the peace or threaten the safety of the occupants of other Units.

(b) Any activity which violates governmental laws or regulations; however, the Board shall have no obligation to take enforcement action in the event of a violation.

(c) Pursuit of hobbies or other activities which tend to cause an unclean, unhealthy, or untidy condition to exist outside of enclosed structures on the Unit.

(d) Any noxious or offensive activity which in the reasonable determination of the Board tends to cause embarrassment, discomfort, annoyance, or nuisance to persons using the Common Elements or to the occupants of other Units.

(e) Outside burning of trash, leaves, debris or other materials.

(f) Use or discharge of any radio, loudspeaker, horn, whistle, bell or other sound device so as to be audible to occupants of other Units, except alarm devices used exclusively for security purposes.

- (g) Use and discharge of firecrackers and other fireworks.
- (h) Accumulation of rubbish, trash, or garbage except between regular garbage pick-ups, and then only in approved containers.
- (i) Discharge of firearms; provided, the Board shall have no obligation to take action to prevent or stop such discharge.
- (j) Capturing, trapping or killing of wildlife within the Condominium, except in circumstances posing an imminent threat to the safety of persons using the Condominium or for customary methods of control of common vermin.
- (k) Any activities which materially disturb or destroy the vegetation, wildlife, or air quality within the Condominium or which use excessive amounts of water or which result in unreasonable levels of sound or light pollution.
- (l) Operation of motorized vehicles on pathways or trails maintained by the Association.
- (m) Any construction, erection, placement, or modification of any thing, permanently or temporarily, on the outside portions of the Unit, whether such portion is improved or unimproved, except in strict compliance with the Declaration. This shall include, without limitation, signs, basketball hoops, swing sets, similar sports and play equipment, clotheslines or other clothes drying facilities, garbage cans, hedges, walls, dog runs, animal pens, or fences of any kind.

THE END!!

7. Each Condominium Residential Unit may be leased by the Unit Owners subject to the requirements of The Ridge Condominium Declaration and the Association Board of Directors; provided, however, that such lease and the rights of any tenant thereunder are hereby made expressly subject to the power of the Association to prescribe reasonable Rules and Regulations relating to the lease and rental of said Unit (including a minimum or maximum rental period) and to enforce the same directly against such tenant or other occupant by the exercise of any remedies as the Board deems appropriate, including eviction. Individual rooms may not be rented and sub-letting is not allowed. All leases must be in writing and on a form which has been pre-approved by the Board of Directors, shall be for a minimum of six (6) months, shall include the name of all persons having access and use of said Unit, and Unit Owners shall provide an update to the Board of Directors of any changes regarding the occupancy of same. Any lease not pre-approved by the Board of Directors shall not be effective. Any violation hereof shall result in fines to be levied against the Unit and the Unit Owners in amounts to be set by the Board of Directors in its discretion.

III. SWIMMING POOL

1. All persons using the swimming pools located on the Condominium Property do so at their 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 areas agree not to hold the Association liable for any actions of whatever nature occurring within the pool area.

2. Persons twelve (12) years of age or under must be accompanied at all times by an adult.

3. Except by prior agreement with the Board of Directors, the number of persons in any one group in the pools at any one time will not exceed the number of resident members of the Unit Owner's family or the Owner's lessee's family, whichever is applicable, plus three (3) guests.

4. 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 pools.

5. No boisterous or rough play shall be permitted in the pools, or in the pool areas. Swimming alone when no other person is in the immediate pool area is prohibited.

6. All persons are requested to cooperate in maintaining maximum cleanliness and tidiness in the swimming pool areas.

7. No glassware shall be brought into the pool areas.

8. Any furniture provided by the Association to be used in connection with the pools shall not be removed from the pool areas.

9. The pools shall be used in accordance with such rules and regulations as shall, from time to time, be promulgated by the Board of Health of Baldwin County, Alabama, and/or by the Board of Directors of the Association, which rules shall be posted by the Board of Directors.

10. The pool will be closed from 10 P.M. to 8 A.M., local time, and during such other times and seasons as may be determined by the Board of Directors.

IV. PETS

1. Owners and their lessees shall be limited to two (2) pets per Unit, which pets shall be only dogs or cats.

2. No pets shall be allowed in the pool areas.

3. Pets shall only be walked in grass areas of the Condominium and then only when on a leash and pet owners shall be responsible for the clean-up and disposal of all pet droppings.

4. Loud barking or other loud noises made by pets in Units is prohibited and shall be considered and treated as a public nuisance.

V. COMPLAINTS; ENFORCEMENT

1. Complaints regarding the management of the Condominium or regarding actions of other Owners or persons shall be made in writing to the Board of Directors or as otherwise designated by the Board of Directors. The Board of Directors may assign to one or more persons, or to a manager, full responsibility for the enforcement of all or any one of these Rules. Any complaint or dispute as to any of these Rules, or as to any application or enforcement thereof, 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 its sole discretion, 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 (5) days notice thereof 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.

2. The Board's determination shall be dispositive in the event of any disagreements concerning violations, including without limitation, disagreements, regarding the proper interpretation and effect of these Rules. In the event that any person, firm or entity subject to these Rules, fails to abide by them as they are interpreted by the Board, such person, firm, or entity shall be liable to be fined by the Association for each such failure to comply or other violation of these Rules. The amount of such fine shall be in the sole discretion of the Board of Directors provided that it complies with any applicable law and the Declaration. If the Board deems it necessary, it may bring action at law or in equity in the name of the Association to enforce these Rules, including any provision herein for fines. In the event any such action is instituted, and reduced to judgment in favor of the Association, the Association shall, in addition, be entitled to recover its costs and attorneys' fees incurred in enforcing these Rules, whether before or at trial, on appeal, in bankruptcy or in post-judgment collection.

3. 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 any time by the Board of Directors.

VII. AMENDMENT AND ENFORCEMENT

1. These Rules are subject to amendment by the Board of Directors and to the promulgation of further rules by the Board of Directors and/or by the Association.

2. The foregoing Rules shall not apply to the Developer, its successors or assigns, until it has surrendered control of the Association or its control of the Association has been terminated in the manner set forth in the Declaration and the Articles.

3. By implementation of the Amended Rules and Regulations the Board of Directors hereby acknowledges and adopts all prior rules and regulations previously implemented by the Board of Directors and not otherwise inconsistent with the Amended Rules and Regulations adopted herein.

