INTRODUCTION

Dear Unit Owners:

The following rules and regulations have been carefully prepared to provide all Owners with a set of procedures, policies and regulations ("Rules") to assure our members and their guests of a friendly, cordial environment in which to live and/or spend their vacations. While it is the intent of the Board of Directors to make the rules and regulations as Owner friendly as possible, everyone’s cooperation is needed to make The Moorings experience an enjoyable one.

Please ask each member of your household and Guests, as hereinafter defined, to read this carefully.

The Board of Directors welcomes any suggestions and recommendations for improving these Rules and Regulations from our members. Please submit them in writing using the form on our website.

User Name: mooringsowner
Password: sunfun

PREAMBLE

The following Rules have been drafted by the Board of Directors of The Moorings, a Condominium Association (the “Association”) in accordance with the Declaration and By-Laws (the “Declaration”) to not only protect the architectural integrity of the Moorings, the (“Condominium”), but to promote the safety and welfare of residents so as to preserve peaceful and quiet enjoyment of everyone’s Condominium experience.

These Rules replace and supplant all previous rules.

It should be remembered the Rules do not replace the Declaration, which the Board of Directors uses as its primary governing document. Both documents are in force. In case of conflict between the workings of the Rules and Declaration, the Declaration will prevail.

The Rules shall apply to all Owners/Lessees and their Guests, which include but are not limited to, family members, agents and invitees.

In establishing and maintaining these Rules, the Board of Directors will strive to ensure they do not affect Owner’s right to their quiet enjoyment and reasonable and unrestricted use of their property or privileges of Ownership.

The Rules may be modified, repeated or amended at any time by a resolution of the Board of Directors when deemed necessary to be the best interest of Owner/Lessees, Guests, Association and the community.
COMMON ELEMENTS

The amenities and facilities of the Condominium are for the use of Owner/Lessees and their Guests. The Board of Directors of the Association shall have the right to limit the number of Guests who may use the Common Elements.

No motorized vehicle shall be allowed on walkways or other areas except upon areas designated for such vehicular use. The fire lane has a cross easement with The Sportsman Marina in which loading, unloading and parking of vehicles or other objects is strictly prohibited.

No one shall use or permit to be brought into any unit, including Limited Common Elements such as balconies, or upon any of the Common Elements inflammable oils or fluids or other explosives (exclusive of legal ammunition) or articles deemed hazardous to life or property such as, but not limited to, gasoline, propane, and fireworks or other similar products.

No Owner may alter or repair the Limited Common Elements or Common Elements without the express written consent of the Board of Directors. No work of any kind shall be done upon or affecting exterior walls or interior boundary walls without first obtaining the approval required by the Declaration.

Owners are responsible for any damages that may occur during the process of moving in or out. All damages to Common Elements and/or Limited Common Elements by furniture movers shall be assessed against the unit Owner. The Owner must supervise all moving companies.

LIMITED COMMON ELEMENTS (PARKING & MARINA)

Limited Common elements are for the exclusive use by the unit to which they are assigned. No unit Owner to which boat slip(s) or parking space(s) are assigned may separately lease or rent (“Rental” or “Rent”) such Limited Common Elements except to another Moorings Owner of record in good standing with the Association, and only with the express written consent of the Board of Directors.

BALCONIES, WINDOWS AND DOORS

No article shall be hung or shaken from the doors, windows, balconies, or placed upon the windowsills or balconies of the units. No laundry, towels, signs, decorations or other articles shall be placed or hung on the exterior portions of any unit.

Exceptions to this rule in Limited Common Elements are:

a) Seasonal decorations for Federally recognized holidays
b) Outdoor “patio” type furniture
c) Temporary floor covering (i.e. - outdoor “throw” rugs).
d) Sports Banners/flags - In order to foster a spirit of friendly competition and fellowship among our residents, a single sports banner/flag may be hung from a unit balcony on game days only, with the following conditions:
i) The banner/flag may be hung on the morning of game day and must be removed by the following morning.
ii) The banner/flag must not exceed 3’ x 5’ in size and must not be hung in such a manner that it would impede the view of the adjacent unit(s).
No general storage units or hot tubs are allowed in Limited Common Elements or Common Elements.

No article shall be placed or stored outside the entry door of a unit including but not limited to, shoes, coolers, fishing tackle, bicycles, plants or ornaments. A welcome mat may be placed on, but not permanently adhered to, the outside entry door floor. A wireless door chime button may be affixed by double sided tape to the outside entry doorframe or on the adjacent glass window.

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 Board of Directors.

Nothing is to be placed on the outside walls or doors of any unit or boat slip and no sign, awning, canopy, shutter, antenna, satellite dish, door knocker or other fixture shall be affixed to or placed on the railing, exterior walls, doors, floor or roof, or any part thereof, without the express written consent of the Board of Directors.

Key lock boxes affixed to railings are an exception.

The building contains high-tension structural cables in the ceilings and floors. No drilling is allowed in either ceilings or floors without written permission and supervision of the Association.

Except upon the gas grills that are part of the Limited Common Elements, no cooking shall take place on the Limited Common Elements and Common Elements by the use of charcoal grills, boilers, deep fryers and smokers, whether open flame or electric.

CONSIDERATION OF FELLOW RESIDENTS

No Owner/Lessee or Guest 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 rights or comfort of others.

There shall be no deliveries except from the hours of 8:00 a.m. through 5:00 p.m. Construction work that emits noises shall be restricted to the hours of 8:30 a.m. to 5:00 p.m.

WASTE DISPOSAL

Each Owner shall keep their unit in a 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 rules and regulations promulgated and in force by the Board of Directors of the Association as posted. Owners shall be responsible for removal and proper disposal of their pet’s feces from Common Elements, Limited Common Elements, and Private Elements.

UNIT IDENTIFICATION

An 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 Association. No other sign, advertisement, or other lettering shall be exhibited by any party visible to the outside of a building or otherwise displayed in any Common Elements or Limited Common Elements, without the prior written consent of the Association. Specifically, excluded from this rule, as provided herein, are seasonal decorations that are installed in Limited Common Elements in a temporary and non-intrusive fashion.
REAL ESTATE SIGNS & OPEN HOUSES

Alabama licensed real estate agents (the “Real Estate Agent”) may place temporary signs advertising an open house at the street 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 a professional quality and the use of balloons or other “eye catching” devices are prohibited. The Real Estate Agent shall remove such signs within a reasonable amount of time following the advertised period of an open house.

ACCESS TO OWNERS UNITS

The Association or its agents shall have the right of access to any unit at any reasonable time, with proper notice to the owner if possible, to remedy any condition which could result in damage to the building, or for any purpose permitted under the Declaration and Rules of the Association.

It shall be the responsibility of each Owner to assure the Association has a working key to their unit. In the event such a key has not been provided and it becomes necessary for the Association or its agents to enter the unit, all costs of entry including, but not limited to, locksmith charges or damage to the entryway as a result of forced entry, shall be the responsibility of the Owner.

PARKING

An Owner may not Lease their assigned parking space except via the Lease (as herein defined) of their unit, except to another Owner of record in good standing with the Association, after having first received the express written consent of the Board of Directors.

Assigned parking spaces on the lower level of the Condominium are to be used only by the Owner/Lessee and Guests as provided for herein.

The sidewalks, driveways, and parking areas, including the assigned parking spaces must not be obstructed, encumbered, or used for any purpose other than for the purpose of parking street legal (dimmable headlights, turn indicators, brake lights, seat belts, etc.) passenger vehicles of no more than two axles.

No vehicle of any type shall be operated on the condominium property except by a licensed driver.

The Board of Directors may restrict access to parking spaces to vehicles without such vehicle bearing a pass or decal issued by the Association, and may from time to time adopt and enforce other regulations with respect to parking.

No parking space or other area shall be used for the storage or parking of any boat, boat trailer, house trailer, camper trailer, ATV or any other towed vehicle or object. Other parking regulations may be posted in the parking areas.

The Board of Directors of the Association 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 Owner. Washing of cars, boats, and vehicles of any kind on Common Elements is prohibited.

No item of any kind such as, but not limited to, personal watercraft, trailers, boats, storage units, kayaks, ATVs, etc. shall be allowed in any Common Element areas adjacent to assigned parking spaces. The
Association provides kayak and bicycle racks in the below ground Common Elements for the use of Owners/Lessees and Guests on a “first come first served” basis.

Assigned parking spaces may be transferred from one Owner to another Owner whether or not in connection with the sale of a unit upon approval of the Association, which shall not be unreasonably withheld, and payment of such fee as may be established by the Board of Directors as an accommodation fee.

A unit Owner to whom an Assigned Parking Space has been assigned shall have no further rights with respect to such parking space after a sale, transfer of such unit, and unless transferred to the purchaser of such unit or to another unit Owner as provided above, the right to assign such assigned parking space shall revert to the Association.

**SWIMMING POOL (S)**

Anyone using the swimming pool(s) does so at their own risk. The Association is not responsible for any accident or injury in connection with use of the pool(s) or for any loss or damage to personal property. Persons using the pool area agree to hold harmless and indemnify the Association and all unit Owners from any and all injury or damage resulting from use or action in the pool area.

An adult must accompany any child under the age of 12. Such adult shall be in the pool area and capable of rendering assistance in the event of distress. It is the Owner’s, parent’s, or guardian’s sole responsibility to determine whether a family member, guest or resident 12 years or older may swim unaccompanied. The Owner/Lessee, parent or guardian of any child, irrespective of the age of such child, accepts sole responsibility for any guest, or ward that is injured, maimed, or killed while using the Association’s pools and/or its facilities.

1) Owners/Lessees are responsible for the conduct of their Guests at all times.
2) No boisterous or rough play is permitted in the pools, or in the pool area.
3) **No Glass** is permitted in pool areas.
4) No pets allowed in pool areas. Service animals are the exception to this rule.
5) Pool hours are between 9:00 a.m. and 10:00 p.m.
6) Deck chairs may be placed around inside edge of the zero entry portion of the pool for sunbathing. The Owner/Lessee or Guest placing a deck chair(s) on the inside edge of the pool is responsible to return the deck chair(s) to their normal position on the pool deck. Deck chairs, tables, and straight back chairs are not allowed in the deep part of the pool. Using the deck equipment for anything other than its intended use is prohibited.
7) The pool(s) shall be used in accordance with the rules from time to time promulgated by the Board of Directors of the Association, which rules shall be posted.
8) The pool(s) are reserved for Owners and Guests that are unit occupants at the time of use.
9) For security enhancement, all entry gates into the pool area are restricted access and require the use of either a key or an electronic fob. Keyless emergency exits are located at the marina gate and handicap access ramp. Gates are not to be tampered with in any way that will render them accessible without a key or a fob. The pool locks are high security devices; therefore, keys and/or fobs are only
available through the Association. Each key is identified by a stamped serial number unique to the unit to which it has been issued. A replacement key that has been misplaced, stolen, or lost can be obtained by contacting the Building Manager (Tony Jarvis). A replacement application form is available on the Moorings’ website.

**CLIMATE CONTROL**

It is the 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 Board of Directors that 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 Board of Directors and/or its managing agents may, after having made reasonable attempts to obtain permission of the Owner, enter the unit and make such adjustments as necessary to the HVAC system.

In such event, the 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.

**MARINA**

An Owner may not lease their assigned boat slip except via the Lease (as herein defined) of their unit, or to another Owner of record in good standing with the Association, after having first received the express written consent of the Board of Directors.

Assigned boat slips in the Private Marina are to be used only by the Owner/Lessee, Guests and/or approved lessees as provided for herein.

Assigned boat slips may be transferred from one Owner to another Owner whether or not in connection with the sale of a unit, upon prior approval of the Association, which shall not be unreasonably withheld, and payment of such fee as may be established by the Board of Directors.

A unit Owner to whom a boat slip has been assigned shall have no further rights with respect to such boat slip after a sale, transfer of such unit, and unless transferred to the purchaser of such unit or to another unit Owner as provided above, the right to assign such Assigned boat slip shall revert to the Association.

Anyone using the marina does so at his or her 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 hold harmless and indemnify the Association and all unit Owners from any and all injury or damage resulting from use or action in the marina area.

Owner/Lessees are responsible for the conduct of their Guests.

The marina shall be used in accordance with the rules and regulations promulgated by the Board of Directors of the Association, and other rules that may be posted by the Board of Directors.

Alterations to marina slips are subject to the provisions of the Declaration and Rules. The prior written consent of the Association shall be obtained before any changes are effectuated.
FITNESS ROOM

No one under the age of 16 is permitted in the fitness room unless accompanied by an adult. Anyone using the fitness room does so at their own risk. The Association is not responsible for any accident, injury, or loss in connection with the use of the fitness room. Persons using the fitness room agree to hold harmless and indemnify the Association and all unit Owners from any and all injury or damage resulting from use or action in the fitness room area.

No person who is not an Owner/Lessee or Guest shall use the fitness room.

1) No boisterous or rough play shall be permitted in the fitness room.
2) Glass is not permitted in the fitness room.
3) Owner assigned keys to the fitness room are not to be duplicated.
4) Upon exiting the fitness room, the individual must clean each apparatus used with a disinfectant and turn off the lights and televisions.

PETS

Express written consent of the Board of Directors is required before any animals or pets (Pets”) of any kind may be kept in any unit, boat slip or any portion of the property. It shall be the Owner’s responsibility to assure its Pets comply with all laws and ordinances in regards to inoculations and other like requirements.

Pets shall not be allowed in the pool areas. The exception to this rule would be for persons who require the use of a Service Animal. Any person bringing a Service animals into the pool area shall be responsible for cleaning up after that animal.

Pets shall be limited to dogs, cats, fish, and birds. Unit Lessees may have pets only after providing the Board of Directors written permission from the Owner and receiving written consent of the Board of Directors.

Pets must be kept on a leash, and under the control of their Owner whenever they are outside the unit. Pets 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. North and south pet stations are provided with bags and disposal canisters.

In the event that a Pet causes or creates a continuous or ongoing nuisance or unreasonable disturbance, The Board of Directors may require that said Pet be permanently removed from the Condominium Property. Should such action be required, the owner shall have seven (7) days from the day they receive written notice to affect removal of the pet.

The owner that keeps pets shall be liable for any and all damage caused by such pets or animal to any part of the Condominium Property.
RENTALS

An owner may not rent or lease their unit(s), except to another Owner of record in good standing with the Association, for a period of less than seven (7) days. Please note that all rentals require prior notice to the Association. A “Rental Form” is available on The Moorings website for our members convenience.

The “Lessor” Owner shall:

a) Provide the Lessee with a copy of the Declaration and Rules,

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 Board of Directors in writing the unit is Lessee occupied, giving the Leaseal period, names(s), address, cell phone number and automobile tag number of any and all vehicles belonging to the occupants, and

d) Provide the management agent and/or the Association the name of any agent retained by the Owner to manage the unit on their behalf.

Condominium Lessees shall have the same rights and privileges of an Owner and shall be subject to The Moorings Declaration and Rules & Regulations. The unit Owner shall not be relieved of any obligations to the Association by virtue of the Lease of a unit. The Owner who leases their unit shall irrevocably empower the Association or its managing agent to enforce the Rules & Regulations on a direct basis with the Lessee and to terminate the lease and evict any tenant or occupant who fails to comply with said Rules & Regulations. The Board of Directors reserves the right to promulgate other and/or additional Rules & Regulations with respect to Leases.

PAYMENT POLICIES

Monthly assessment payments are due by the first of each month. At 30 days past due, a first notice letter is sent to the delinquent Owner stating the Association has the right to file a lien against the unit. At 45 days past due, a second and final notice (certified mail) is sent. The Owner is given ten (10) days after receipt of 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, interest rates, legal fees due to delinquent payments and fines of any kind will be charged to the Owner and will be filed as a lien against the unit. Members in default of their Association account as of the fixing of recorded data prior to a Member meeting will not be eligible to vote on Association matters.

MORTGAGE ASSISTANCE

In the event an Owner provides the Association with written request to furnish a certificate containing the information required by Section 35-8A-409 of the Alabama Uniform Condominium Act of 1991, the Owner’s account will be charged a scheduled fee per request for such services. The fee on the date of this rule revision is $100.00, however, the Association’s bookkeeping service may change the amount from time to time without notice. To ascertain the amount that will be charged at time of request, contact
the Association’s bookkeeping service at Laguna Beach Properties, LLC (866) 512-7387. Substantial
data, at no charge, is contained on the Association’s web site at:

www.obmoorings.com

User Name: mooringsowner
Password: sunfun

It is permissible to grant website access to non-owners that have a legitimate need for such information.

**ENFORCEMENTS/PENALTIES**

A system of penalties has been established to ensure compliance with the Declaration and Rules of the
Association. The Board of Directors believes that the enforcement procedure will result in greater
community awareness of reasonable conduct that all Owners have the right to expect from each other. If
an infraction occurs as a result of any action by a Guest or Lessee, the unit Owner will be held
accountable except as provided for above.

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

<table>
<thead>
<tr>
<th>Infraction Type</th>
<th>Notification Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>First infraction</td>
<td>Notification of owner by Mail and/or Phone</td>
</tr>
<tr>
<td>Second infraction</td>
<td>Notification of owner by Certified Mail</td>
</tr>
<tr>
<td>Third infraction</td>
<td>Notification of owner by Phone</td>
</tr>
<tr>
<td>Repeated infractions</td>
<td>$200.00 fine</td>
</tr>
</tbody>
</table>

The Board of Directors may not impose any fine or infringe upon any rights of an Owner for infractions of
the rules without compliance of the following procedures.

The Board shall have ten (10) days after an alleged infraction is reported to them to notify the owner of the
alleged infraction. The Board may take no action after the ten-day limitation has expired.

In the event repeated fines and notices do not deter infractions, and the situation is deemed to be
“chronic”, the Board of Directors, at its sole discretion, may implement additional sanctions against the
Owner including, but not limited to suspension of common services such as Internet Connection, Cable
Television, and use of the Marina, Pools, and Fitness Room.

If a violation of the rules is observed and reported to the Board of Directors, the Board of Directors may
notify the owner either verbally or in writing to correct the circumstances by which the Infraction may have
occurred.
This Notification will include:

1) The nature and date of the alleged infraction
2) The action required to correct the infraction
3) Notification of a grace period of ten (10) days, during which the infraction may be corrected without penalty. Should the infraction not be corrected within the grace period further action by the Board may be taken.

In the event that a fine is imposed, the owner may request a hearing within ten (10) days after notification of the fine. The request must be made in writing and be addressed to the Board of Directors. The hearing shall be held in executive session (that is, a closed session) of the Board of Directors, and will afford the owner a reasonable opportunity to be heard. The owner may present his/her case to the Board of Directors, and the Board of Directors will decide, based on the available information regarding the alleged violation, whether or not any fines and/or penalties should be lifted.

A fine will be applied to the Owner regardless of whether the offender is the Owner/Lessee, Guest or occupant except as provided for above. The payment of a fine does not relieve the Owner of the obligation of correcting the violation. If the Association incurs expenses to correct the violation, this expense will be assessed against the Owner.

If a fine remains unpaid, a lien may be placed against the unit. 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 Board of Directors may foreclose on a lien if it is deemed necessary.