

**RULES AND REGULATIONS
FOR THE USE OF
PERDIDO GRANDE
CONDOMINIUM ASSOCIATION**

**REVISED AND APPROVED
NOVEMBER 2008**

RULES & REGULATIONS OF THE PERDIDO GRANDE, A CONDOMINIUM

As used in these Regulations, the term "UNIT OWNER" shall apply to the Owner of any unit, to his family, tenants, whether or not in residence, employees, agents, visitors and to any guests, invitees or licensees of that Unit Owner, his family or tenant of the Unit Owner. As used in these Regulations and defined in the Declaration, the term "Association" shall include the Association and the Managing Agent when the Managing Agent is acting on behalf of the Association.

The Association reserves the right to alter, amend, modify, repeal or revoke these regulations and any consent or approval given hereunder at any time by resolutions of the Association or the Board.

All Unit Owners of any unit shall inform any family, tenants, employees, agents, visitors and any guests, invitees or licensees of that Unit Owner upon the Condominium Property of these Rules and Regulations. A copy of the Rules and Regulations should be kept in the unit for ease of reference.

GENERAL COMMUNITY RULES:

1. In addition to the rules and regulations, contained in the Declaration of The Perdido Grande, A Condominium (the "Declaration"), the following rules have been hereby adopted by The Perdido Grande Condominium Association (the "Association"):
2. The amenities and facilities of The Perdido Grande, A condominium (the Condominium), are for the use of Condominium unit owners and their invited guests. In addition to provisions set forth elsewhere in these rules and regulation, the Board of Directors of the Association shall have the right to limit the number of guests and invitees who may use the Common Areas.
3. 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 areas. No motorized vehicle shall be operated on any walkway or other area except upon the driveways and parking areas designated for vehicular use; an exception is granted for equipment for the physically challenged.
4. No article shall be hung or shaken from the doors, balconies or windows or placed upon the balcony or hallway railings. Under no circumstances shall laundry or other articles be

placed or hung on the exterior portions of a unit. No drapes, blinds, shades, screens, reflection materials, or other items affecting the exterior appearance of a Unit or Limited Common Areas shall be installed without the prior written consent of the Board of Directors.

5. No owner or guest shall make or permit any noises that will disturb, annoy or interrupt the privacy of the occupants of any of the other units in the Condominium, nor do or permit anything to be done which will interfere with the rights, comfort, or convenience of others.

6. Each owner shall keep such owner's unit in a 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 window or balconies thereof, any dirt, cigarettes or other substance. All garbage and refuse shall be bagged, tied and deposited in garbage containers intended for such purpose. No trash or other article 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 of the Association and posted.

7. No discarded furniture or appliances may be placed in or around the dumpsters. Dumpsters are for household garbage only, and owners are responsible for removing discarded furniture, appliances, construction waste and anything other than household garbage from the premises.

8. Water closets or other water apparatus in the buildings shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, rags or other articles be placed in the same. Any damage to other units, common elements or limited common elements resulting from misuse of water closets or other apparatus in the units or rupture or leakage shall be repaired and paid for by the owner of such unit. Water shall not be left running for any unreasonable or unnecessary length of time.

9. A unit owner may identify such owner's unit with a nameplate of a type and size approved by the Association and mounted in a place and manner approved by the Association. No other sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any unit owner on any part of the outside of a building, hung from or placed on windows, windowsills, balconies, or otherwise displayed, without the prior written consent of the Association. Blinds or shutters located on the exterior of the Unit may not be painted or altered by the Unit Owner.

10. Unit owners are reminded that alteration and repair of the common elements is the responsibility of the Association except for those matters that 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 is the responsibility of the Association without first obtaining the approval required by the Declaration. All requests for maintenance or repair to any common area or limited common area must be presented to the management company. Owners may not contact outside vendors or contractors directly for repairs or maintenance to common or limited common areas.

11. No radio or television antenna or satellite dish shall be attached to or hung from the exterior of any building without the written approval of the Board of Directors of the Association.
12. Management shall retain a pass-key to each unit. If any lock is altered or a new lock is installed, such new or altered lock must be keyed to the current master key system.
13. The Association, its workmen, contractors or 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 of the Association. 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.
14. No one shall use or permit to be brought into any unit or upon any of the common areas and facilities any flammable oils or fluids such as gasoline, kerosene, naphtha or benzene, or other explosives or articles deemed extra hazardous to life, limb or property, without the written consent of the Board of Directors of the Association. Oil or other liquids removed from boats harbored in the marina or stored in the boat yard must be disposed of properly by the Unit Owner removing them and may not be deposited in trash cans or dumpsters.
15. Nothing shall be done in any Unit or in the Common Elements which may impair the structural integrity of the buildings or that may change the buildings structurally nor shall anything be altered or constructed on or removed from the Common elements, except upon prior written consent of the Board.
16. No bicycles, baby strollers, carriages, toys, scooters or similar vehicles shall be allowed in any of the stairwells or other common areas or stored in places other than as may be designated by the Board for that purpose.

17. Except as permitted under the Declaration and By-Laws, Unit Owners and their family member, guests, employees, agents, visitors or licensees shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roofs of the Buildings.

18. No group tour or open house of any unit or its contents shall be conducted, nor shall any auction sale, garage sale, moving sale or other sale to which non-unit owners are invited, shall be held in any unit or common area without the consent of the Board.

19. Use of fireworks or discharge of firearms is strictly prohibited by the City of Orange Beach Ordinance and these rules.

RENTALS:

20. Unit owners may rent or lease their Units, upon prior notice to the Association of such lease or rental. The Association may, from time to time, designate one or more exclusive agents and rental agents for Units and in such event leases and rentals of Units shall be made only through such rental agents or agents. Pets are not allowed in rental units. Lessees of Units shall be subject to all of the Rules and Regulations, and the Unit Owner shall not be relieved of any obligations to the Association by virtue of the lease or rental of a Unit. The Board of Directors may from time to time adopt and enforce other or additional rules and regulations with respect to rentals of Units.

PARKING:

21. The sidewalks, driveways, and parking areas must not be obstructed, encumbered, or used for any purpose other than ingress or egress, and for parking. Dumpster access must remain clear at all times. Automobile parking spaces have been provided. The Board of Directors may restrict access to parking spaces to vehicles bearing a pass or decal issued by the Association, and may from time to time adopt and enforce other and additional rules and regulations with respect to parking.

22. All rental guests are required to have a Perdido Grande guest parking registration certificate upon entering the property. Only two (2) registrations will be issued per unit. Registrations can be obtained from the Perdido Grande management company.

23. Owners must have owner stickers affixed to the windshield of their vehicle. Two owner stickers per unit will be provided at no charge. Additional owner stickers may be obtained from the management company at additional cost. Temporary parking registrations for family members and visitors will be provided at no charge.

24. All owners, family members, visitors and guests must have a parking pass visibly displayed through the front windshield.

25. No vehicle shall be parked in such manner as to impede or prevent ready access to the parking areas. No parking space, driveway, or other area shall be used for the storage 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 will obey the parking regulations posted in the parking areas, and drives, and any other traffic regulations promulgated in the future for the safety, comfort or convenience of the owners. The Board of Directors of the Association or its designated agent shall have the right to have any vehicle or object parked in violation of these parking rules and regulations, towed away at the sole expense of the owner of the vehicle or object. Washing of cars, boats, and vehicles of any kind in the parking area is prohibited. Any damage to gates, landscaping or any other common/limited common elements due to owners/drivers negligence shall be repaired at the owner's expense.

26. RESERVED PARKING SPACES are to be used only by the Unit Owners to which they are assigned and their visitors, guests and families. Reserved parking spaces may be transferred from one Unit Owner to another 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 access fee. A Unit Owner to whom a reserved parking space has been assigned shall have no further rights with respect to such parking space after a sale or 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 reserved parking space shall revert to the Association upon such sale or transfer.

SWIMMING POOLS AND SPA:

27. All persons using the swimming pools and spa do so at their own risk. The Association is not responsible for any accident or injury in connection with use of the pools or spa or for any loss or damage to personal property. Persons using the pool areas 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 areas.

28. No child under the age of twelve (12) years may be allowed in any of the pool areas unless accompanied by an adult. The owner, parent or guardian of any child accepts sole responsibility for any guest, family member or ward that is injured, maimed or killed while using the Association's pool and/or its facilities.

29. Except by prior agreement with Board of Directors of the Association, the number of persons in any one group in a pool at any one time will not exceed the number of resident members of the unit owner's family plus three (3) guests.

30. Unit owners are responsible for the conduct of their guests at all times, and for the careful observance of all safety and sanitations 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.

31. 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 areas is prohibited.

32. All persons are requested to cooperate in maintaining maximum cleanliness and tidiness in the swimming pool and spa areas. All infants and toddlers must wear swimming diapers.

33. Glassware of any kind is not permitted in either of the pool or spa areas. If a "Unit Owner" as defined in the first paragraph brings glass into the spa, pool and/or pool areas and a breakage occurs, the unit owner of record will be held responsible for any and all expenses incurred with the required cleanup including, but not limited to, the drainage and refilling of the pool. No tobacco, beverages or food are allowed in either of the pools at any time.

34. The pools and spa 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.

35. No dogs, cats or other animals are allowed in the pool areas at any time (see "PETS").

TENNIS COURT:

36. All persons using the tennis court do so at their own risk. The Association is not responsible for any accident or injury in connection with the use of the tennis court or for any loss or damage to personal property. Persons using the tennis court agree to hold harmless and indemnify the Association and all unit owners from any and all injury or damage resulting from use or action occurring on or around the tennis court.

37. Persons twelve (12) years of age or under must be accompanied at all times by an adult at the tennis court.
38. Owners are responsible for the conduct of their guests at all times, and for the careful observance of all safety and sanitation precautions at the tennis court.
39. No boisterous or rough play shall be permitted on the tennis court or in the tennis court area. All persons are requested to cooperate and maintain maximum cleanliness and tidiness in the tennis court area. Glassware is not permitted in the tennis court area.
40. The tennis court shall be used in accordance with such rules and regulations as shall, from time to time, be promulgated by the Board of Directors of the Association, which rules shall be posted by the Board of Directors of the Association.

FITNESS ROOM:

41. All persons using the fitness room do so at their own risk. The Association is not responsible for any accident or injury in connection with the use of the fitness room or for any loss or damage to personal property. 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 actions of whatever nature occurring within the fitness room.
42. No person under the age of sixteen (16) shall be permitted to use the fitness room unless accompanied at all times by an adult.
43. Except by prior arrangement with the Board of Directors of the Association, the number of persons in any one group in the exercise room at any one time will not exceed the resident members of the unit owner's family plus one (1) guest.
44. Residents are responsible for the conduct of their guests at all times, and for the careful observance of all safety and sanitation precautions.
45. No boisterous or rough play shall be permitted in the fitness room. All persons are requested to cooperate in maintaining cleanliness and tidiness in the fitness room.
46. Tobacco, beverages, food, or glassware are not to be brought into the fitness room.
47. The fitness room will be closed from 10 P.M. to 8 A.M., local time, and during such other times as may be decided by the Board of Directors of the Association. The fitness

room shall be used in accordance with such rules and regulations as shall, from time to time, be promulgated by the Board of Directors of the Association.

PETS:

48. No pets are allowed on the property at any time except those belonging to unit owners of record or their immediate family members. Unit owners are personally responsible for the removal of feces dropped by their animal anywhere on the premises.

49. All pets shall be kept under the control of their owner and on a leash whenever they are outside the unit and shall not be allowed to run free at any time or to otherwise interfere with the rights, comfort and convenience of other residents.

50. Owners are responsible for all damage caused by their pets to common areas and to the property of others.

51. No pets shall be allowed in the pool areas other than service animals required by the physically impaired. Owners of such service animals allowed in the pool area will remove pet droppings of their animals immediately.

52. Pets shall only be walked in grass or wooded areas on the north side of the parking lot and then only when on a leash. Pet droppings must be picked up immediately and properly disposed of by the pet owner. Doggy stations are provided. Owners of pets are responsible for cleaning up their pet's accidents in all common and limited common areas immediately after an accident has occurred.

53. Loud barking or other loud noises made by pets in units is prohibited and shall be considered and treated as a public nuisance. The Board of Directors may from time to time adopt and enforce other or additional rules and regulations with respect to pets, including without limitation rules barring or restricting pets.

Boatyard

54. Use of the boat storage facility is restricted to Unit Owners and their immediate family members who have reserved a space, paid the required maintenance fee and have complied with the requirements for proof of insurance and ownership as noted in "Marina Rules #10. Spaces will be assigned on a "first come, first served" basis. Use of the reserved space does not transfer with the sale of the condominium unit and the space will be reassigned. A new owner may apply for a reserved space.

55. Individuals using the boat storage facilities do so at their own risk. The Association is not responsible for any accident or injury in connection with the use of the boat storage facilities or for any loss or damage to personal property. Individuals using the boat storage facilities agree not to hold the Association liable for any actions of whatever nature that occur in or around the boatyard.
56. Individuals using the boat storage facilities are responsible for closing and locking the gates upon entering and exiting.
57. All trailers must have current Perdido Grande Stickers attached to the trailer tongue. Trailers without a current sticker must be removed from the boatyard or will be subject to towing.
58. No boats, trailers or other items may be chained or attached to or stored against the fence, posts or trees.
59. Nothing may be stored on the ground in the boat yard. All fishing gear, traps, batteries, gas cans, etc. must remain on the trailer or boat.
60. Trash must be removed and properly disposed of. Fuel or oil leakage on the ground is prohibited, and any batteries, fuel, oil or other liquids removed from boats during service work must be properly disposed of by the boat owner and may not be left in the boat yard. Major repairs or repairs that could result in over spray on the ground or other boats are prohibited.
61. Persons using the wash down area are responsible for properly storing the water hose and disposing of any trash generated by the use of the wash down area.
62. Gate access must remain clear at all times.
63. Any electric outlet, if provided, is for charging batteries and using tools for minor repairs only.
64. Owners not following the regulations may lose parking privileges and after notification, will be required to remove trailer from boatyard.

M A R I N A R U L E S
APPROVED 11/10/07
RULES AND REGULATIONS
OF THE PERDIDO GRANDE, A CONDOMINIUM
MARINA

65. 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. Individuals using the marina agree not to hold the Association liable for any actions of whatever nature that occur on or around the marina.

66. Residents are responsible for the conduct of their guests at all times, and for the careful observance of all safety and sanitation precautions.

67. The marina shall be used in accordance with such rules and regulations as shall, from time to time, be promulgated by the Board of Directors and the Association, including without limitations, rules with respect to operation of watercraft and personal watercraft, which rules shall be posted at the marina by the Board of Directors of the Association and a copy mailed annually to the Owners of record.

68. Owners are reminded of Section 10.02 (B) (4) & (5) of the Perdido Grande Condominium Declaration 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 boat lifts and permanently attached items like dock boxes, cleats, steps, etc.

69. 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 not to make contact with water.

70. 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.

71. The marina slips may only be used for the mooring of the Owner's vessels (see # 8) in operating condition up to a maximum length over all (L.O.A.) of 46 feet. If an Owner or his designated rental agency rents the condominium unit to others, the Owner is responsible for informing the Perdido Grande management company of the rental so that said management company can provide the renter, in a timely manner, a copy of all the relevant rules and regulations of the Association including those regarding use of the condo unit and the Association's amenities, to specifically include the unit's marina slip, and all marina facilities.

72. Marina slips may not be rented or used separately from the condominium to which they are assigned. 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 condominium. Use of the marina and slips by guests is allowed only when such guests are in occupancy of the Owner's condominium. Use of the marina by anyone not occupying the Owner's unit is prohibited. The intent is to limit or restrict the use of Perdido Grande's overall facilities and amenities to non-owner use while reducing liability risks to all Owners.

73. 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.

74. Owners and their guests (including renters) that wish to moor their boats within the Owner's designated slip or those who are authorized to store their boat within the Perdido Grande boat yard are required to submit a copy of a certificate of insurance with liability coverage in an amount not less than \$500,000 combined single limit (CSL). In addition, Owners (excluding guests and renters) are required to have their insurance carrier name on their policy the Perdido Grande Condominium Association as an "additional insured" or "additional interest". Owners must also submit a copy of their vessel's registration to document their ownership of said vessel to be moored or stored at Perdido Grande. All documentation referenced within this rule shall be submitted to the Management Company (or other designated official) in order to be issued a permanent or temporary pass for Security's observation. Fines will be imposed upon vessels not in compliance. Owners who rent should advise their rental agency (if applicable) of the requirements for this compliance.

75. 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, screens 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.

76. The use of bicycles, scooters, skateboards and other such items are prohibited on the piers and docks area comprising the marina.

77. Each Owner and their guests/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.

78. 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).

79. 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.

80. Any individual's failure to adhere to these rules subjects 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 Rules requires the written approval of the Board of Directors of the Association.

GRIEVANCES:

81. 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 of the Association. 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 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.

ENFORCEMENT AND AMENDMENT:

82. Requests for variances to any and all rules shall be submitted in writing to the Board of Directors. Any consent or approval for variances given under these rules 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 of the Association.

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