

RULES AND REGULATIONS

MOONRAKER CONDOMINIUM OWNERS ASSOCIATION, INC.

1. The facilities of ***Moonraker Condominium*** are for the use of Condominium Owners, Condominium Renters or Lessees and their invited guests.
2. Any occupants may use the common elements reserved for the use of the unit he occupies during the time such occupant is actually in residence in the unit. Guests and invitees of the unit owner (while another occupies his unit) may only use the common elements with the express written permission of the unit owner.
3. Designated walkways and paved areas shall be used at all times and shortcuts shall be avoided, 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.
4. No article shall be hung or shaken from the doors or windows sills or balconies of the condominium units. Under no circumstances shall laundry or other articles be placed or hung on the balconies or exterior portions of the condominium unit.
5. No one shall make or permit any noises that will disturb or annoy the occupants of any of the other units in the ***Moonraker Condominiums***, or do or permit anything to be done which will interfere with the rights, comfort or convenience of others.
6. Each owner shall keep his or her condominium unit in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be thrown or swept thereof, any dirt or other substances. All garbage and refuse shall be deposited with care in the garbage containers intended for such purpose. Garbage dumpsters shall be used for garbage collection and be designated for such purpose. Garbage dumpsters shall be used for garbage collection and be designated for that purpose in order to accommodate the garbage pickup service.
7. The curtain, liners, blinds and/or any other window treatment that has outside exposure on the window of ***Moonraker Condominium*** shall be beige, cream, eggshell, or a similar off-white neutral color. The outdoor furniture

placed on the patios or balconies of ***Moonraker Condominium*** shall also be a neutral color where there will be consistency in the overall external variation of color in window treatments nor any variation of the type of furniture (only outdoor furniture) on patios or balconies. No signs or decorative items shall be placed on exterior walls of balconies and or decks.

8. Water closets or other water apparatus in the buildings shall not be used for any purposes other than those for which were designed, nor shall any sweepings of rubbish, rags or other articles be placed in the same. Any damage resulting from misuse of any water closets or other apparatus in any unit 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. No unit shall display any type of advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed, placed on windows, window sills, balconies, or otherwise displayed.
10. Unit owners are reminded the alteration and repair of the common elements is the responsibility of ***Moonraker Condominium Owners Association, Inc.***, except for those matters which are stated in the Declaration of Condominium of ***Moonraker Condominium*** 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 Association.
11. No radio, television antenna or satellite dish shall be attached to or hung from the exterior of any building without written approval of the Board of Directors of ***Moonraker Condominium Owners Association, Inc.***
12. ***Moonraker Condominium Owners Association, Inc.***, its workmen contractors or agents, shall have the right of access to any unit at any reasonable hour immurements, or to remedy any conditions which would result in damage to other portions of the building, or any purpose permitted under the terms of the Declaration or the By-Laws. Except in the case of emergency (such as fire or water flowing from the unit) entry will be made by pre-arrangement with the owner or occupant. In the event the Association finds that 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.
13. No one shall use or permit to be brought into any unit or upon or within any of the common areas and facilities any flammable oils or fluids such as gasoline, kerosene, naphtha or benzene, or any other explosives or any other articles deemed extra hazardous to life, limb, or property, without each case obtaining the written consent of the Board of Directors of the ***Moonraker Condominium Owners Association, Inc.***

14. Complaints regarding the management of the Condominium or regarding actions of the other owners, occupants or persons shall be made in writing to the ***Board of Directors of Moonraker Condominium Owners Association, Inc.*** The Association may assign to one or more person, or to a manager, full responsibility for the enforcement of all or specified ones 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 in writing to the Board of Directors setting forth the nature of the matter complained of, and the names, if known, of all parties aggrieved and/or charged by reason of such matter. The Board of Directors, in its sole discretion, decides the complaint without hearing, provided that there is not dispute as to factual matters. In all other events the Board of Directors may not act on any complaint except after a hearing at which all parties have an opportunity to be heard. In the event a hearing is necessary or desired, not less than five 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.
15. All persons using the ***Moonraker Condominium*** swimming pool do so at their own risk. Neither the owners of the units of ***Moonraker Condominium*** nor ***Moonraker Condominium Association, Inc.***, shall be responsible for any injury in connection with the use of the pool or for any loss or damage to personal property. Persons using the pool area agree not to hold the owners of the units of the Association liable for any actions, losses, or injuries of whatever nature occurring within the pool area.
16. Persons twelve years of age or under must be accompanied at all times by an adult.
17. Except by prior arrangement with the ***Board of Directors of Moonraker Condominium Association, Inc.***, the number of persons in one group in the pool area at any given times will not exceed the resident members of the unit occupant's family plus three guests.
18. Residents and occupants of units are responsible for the conduct of their guests at all times, and for careful observance of all safety and sanitation regulations and precautions. Any person having an apparent or known skin disease, sore, inflamed eyes, cough, cold, nasal or ear discharge, or any communicable disease, shall be excluded from the pool.
19. No boisterous or rough play shall be permitted in the pool, or in the pool areas.

20. All persons are requested to cooperate in maintaining maximum cleanliness and tidiness in the swimming pool areas.
21. NO GLASS OF ANY KIND IS ALLOWED IN THE POOL AREA.
22. No patio/pool furniture shall be taken from the pool areas. Under no circumstances shall any pool/patio furniture be allowed on the beach.
23. The pool shall be used in accordance with such rules and regulations as shall, from any times, be promulgated by the Board of Health of Baldwin County, Alabama, and/or by the Board of Directors, which rules shall be posted by the Board of Directors.
24. The pool will be closed from 11:00 p.m. to 7:00 a.m. and during such other times and seasons as may be indicated by the Board of Directors.
25. No use or entry into the pool area will be allowed except following a shower at the pool site.
26. No pets shall be allowed by any guest or tenant in any unit at ***Moonraker Condominiums***. Any owner wishing to have a small (lap dog – cat) non aggressive domestic pet on site must first receive permission from the Board of Directors, and have proper maintenance of that pet during its time on site. All pet owners must also comply with local and state leash laws. Owners are responsible to communicate this rule to all tenants. Fines for non authorized pets brought by tenants will be levied against the unit owner. The first offense will result in a \$100.00 fine and the pet must be removed within 3 days. No pets are allowed in the pool area at any time.
27. 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. Automobile parking spaces have been provided for the use of the occupant of the units. No vehicle shall be parked in such a manner as to impede or prevent ready access to the other parking areas. The owners of the units, their renters, lessees and licensees, and their respective employees, servants, agents, guests, visitors and families will obey the parking area and drives, and any other traffic and parking regulations promulgated in the future for the safety, comfort or convenience of the owners and their renters, lessees, licensees, guests and visitors. Washing of cars, boats and vehicles of any kind is prohibited.
28. No boat, personal water crafts, their trailers and/or trailers etc. shall be allowed on premises at any time without permission from the ***Board of Directors of Moonraker Condominium Owners Association, Inc.***

29. No owner of any unit shall park any vehicle in any common area at ***Moonraker Condominium*** unless the owner is occupying their unit.
30. Any consent or approval given by any person or persons designated as being responsible for the enforcement of any of these Rules and Regulations, and/or for the use of common facility, shall be revocable at any time by the Board of Directors.
31. These Rules and Regulations are subject to amendment by the Board of Directors and subject to the promulgation of further Rules by the Board of Directors and/or ***Moonraker Condominium Owners Association, Inc.***
32. Parking shall be assigned based upon seniority. A committee shall be appointed by the Board of Directors; said committee will notify each owner of parking assignment changes.
33. Violation of Parking Rules and Regulations: In addition to enforcement provisions as provided for all Rules violations, the Board of Directors may adopt a policy whereby the vehicle(s) in violation of parking Rules and Regulations may be removed from the premises. All cost in moving and /or storage of vehicle(s) moved due to violation will be the sole responsibility of the vehicle(s) owner.
34. Violations of any Rules and Regulations: In addition to enforcement provisions as provided for all Rules violations, the Board of Directors may adopt a policy whereby any violation of any Rules and Regulations, penalty can/will be imposed by the Board of Directors to the unit owner. A letter shall be first mailed, no less than certified mail to the unit owner's current given address on file, requesting that violations be resolved and given a timeline to resolve said violation. Should the unit owner take no action at the request of the Board of Directors, the Board of Directors can/will impose a penalty in the amount not to exceed One-Hundred Dollars (\$100.00) per infraction / timeline violation.
35. Any owner that is delinquent on any assessments and or dues over ninety (90) days; a ten (10) day notice letter will be mailed to the current given address on file notifying the owner that said balance is being turned over to legal council for collection including administrative, attorney, filing and late fees and may result in a lien placed against said unit with the Baldwin County Probate Judges Office.