

## Property Owner Rules and Regulations

### Lagoon Tower Condominiums

1. The Association reserves the right to alter, amend, modify, repeal, or revoke these Rules and Regulations and any consent or approval given hereunder at any time by resolution of the Association of the Board.
2. All unit owners are to provide renters and property management companies a copy of the Rules and Regulations. A copy of the general rules must be posted in each unit that is used for rental.
3. Only unit owners and guests/renters who have a Lagoon Tower key fob are allowed to use the facilities. Owners and guests/renters are not allowed to give permission to anyone who is not currently staying on the premises.
4. Unit owners are reminded that alterations and repair of the Common Elements are the responsibility of the Association, except for those matters which are stated in the Declaration to be the responsibility of the unit owner. No work of any kind is to be done upon or affecting those portions of exterior buildings walls or interior boundary walls which are the responsibility of the Association without first obtaining the approval required by the Declaration of Condominium. No owner may install any plumbing, wiring or air conditioning equipment without the prior written approval of the Board.
5. The following rules shall apply to the usage of the pier (Amended 04/02/24):
  - a. The definition of "pier" shall include the entire structure that extends from the land into Little Lagoon. The boat slips are part of the pier.
  - b. The definition of a "boat" shall include personal watercraft also known as "jet skis".
  - c. Use of the pier is at your own risk.
  - d. The fishing station shall only be used as intended. Sitting or standing on it is prohibited.
  - e. Boisterous or rough play of any kind is prohibited.
  - f. Use of the pier by persons under the influence of alcohol or drugs is prohibited.
  - g. The water around the pier is shallow. Jumping or diving into the water is prohibited.
  - h. No unit owner may install any equipment onto the pier without prior written approval of the Board.
  - i. No boat shall be tied to any part of the pier that is not a designated boat slip.
  - j. The boat slips will be used on a first come, first served basis. Boat slips shall not be held or reserved.
  - k. Boat slips shall only be used while the unit owner, owner's guest or renter is actively staying at Lagoon Tower.
  - l. A boat shall be kept in a boat slip, regardless of which boat slip(s) the boat occupies during that period of time, for a maximum of 14 (fourteen) days.
  - m. After a period of dockage has ended, the boat shall not utilize any boat slip for a minimum of 3 (three) days.
  - n. All boats shall be removed from all boat slips in the event of inclement weather.
  - o. Any damage to the pier shall be the responsibility of the boat owner and/or the person(s) that are responsible for the docking of the boat.
  - p. All boats that use the pier must have liability insurance in effect with a minimum liability coverage in the amount of \$300,000.00 (three hundred thousand dollars). The declaration page of that insurance policy must be available for inspection. Any boat that occupies the pier on more than one occurrence in any

calendar year shall provide proof of the minimum required liability insurance to the management company.

q. The Lagoon Tower Condominium Owners Association is not responsible for lost or stolen items.

6. The sidewalks, entrances, passages, public halls, corridors, and stairways of or appurtenant to the building shall not be obstructed or used for any other purpose than ingress to and egress from the building.
7. Neither occupants nor their guests/renters shall play or lounge in the entrances, passages, public halls, or corridors of the building. Skateboards, scooters, skates, and rollerblades are prohibited. Running and horseplay in common areas, playing in the parking areas and in the elevators will not be tolerated.
8. Loud noises, disturbances, and inappropriate language or actions will not be tolerated. Keep music, voices and TVs at a conversational level especially on the balconies. Feeding of birds from the balconies is not permitted at any time. Fireworks are not permitted on Lagoon Tower property per city of Gulf Shores ordinance.
9. Each unit owner shall keep his/her unit in a good state of preservation and cleanliness. Trash chutes are located on each floor. Please bag and tie your trash before putting it down the chute. All large boxes and trash material must be taken downstairs and put in the trash bins provided on the west side of the building.
10. All radio, television or other 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 unit owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment in such unit owner's unit.
11. No signs of any kind may be displayed except as approved by the Association. Nothing is to be hung on the balcony railings.
12. No unit owner shall make or permit any disturbing noises or activity in the building, or do or permit anything to be done therein, which will interfere with the rights, comforts or conveniences of other unit owners or tenants.
13. Water closets and other water apparatus in the building shall not be used for any purpose other than those for which they are designed, nor shall rubbish, rags or any other article be stored in the same. Any damage resulting from misuse of any water closet in a unit shall be repaired and paid for by the unit owner.
14. The agent of the Board and any contractor or workman authorized by the Board may enter any room or unit at any reasonable hour of the day for the purpose of inspecting such unit.
15. The Board may retain a passkey to each unit. If any lock is altered or a new lock is installed, the Board shall be provided with a key thereto immediately upon such alteration or installation. If the unit owner is not personally present to open and permit entry to his/her unit at any time when any entry therein is necessary or permissible under the Rules and Regulations or the By-Laws, and has not furnished a key to the Board, the Board or an agent of the Board (but, except in an emergency only when specifically authorized by an officer of the Condominium) may forcibly enter such unit without liability for damages or trespass by reason thereof (if during such entry reasonable care is given to such unit owner's property).

### **Rentals**

16. No unit shall be rented to anyone under the age of twenty-five (25) unless the renter is married, and the married couple will be occupying the unit during the rental period. No unit shall be rented for less than three (3) consecutive days.

### **Parking**

17. No vehicle belonging to a unit owner or guest/renter of a unit owner shall be parked in such a manner as to impede or prevent ready access to any entrance to or exit from the building by another vehicle.
18. A maximum of 3 (three) vehicles per unit may utilize the parking lot at any one time. (Amended 04/02/24) Any unauthorized vehicle or object parked in violation of the parking rules will be towed at the sole expense of the owner.
19. Unless otherwise authorized by the Association, the parking areas may not be used for any purpose other than parking automobiles. No buses, trailers, boats, and trailers, recreational or commercial vehicles shall be parked in the parking areas or in the driveways. All vehicles must have a current license plate and be in good operating condition. No vehicles shall be parked on the property with "For Sale" signs attached.
20. All vehicles belonging to unit owners and their family members must display an owner parking sticker. Owners will be issued two (2) parking stickers. If a unit is co-owned, four (4) stickers will be issued. Additional owner stickers for extra owner vehicles and family members may be purchased for \$5.00 each. Owner parking stickers are not to be transferred to non-family members, guests, or renters. Owners will also be issued four (4) guest parking passes that must be displayed on the vehicle(s) of non-renting guests. These guest passes may be left in the owner's unit. Guest parking passes are not to be used by renters. All vehicles belonging to a renter of a unit must display a guest registration pass. Guest registration passes can be purchased at a cost of \$35.00 (Amended 02/01/22) per vehicle from the owner's rental agency or: Association Management and will be valid for the duration of the stay/rental.

### **Fitness Room**

21. 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.
22. No person under the age of sixteen (16) shall use the fitness room unless accompanied at all times by an adult.
23. 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.
24. Tobacco, alcoholic beverages, food, or glassware are not permitted in the fitness room.
25. The use of any individual piece of equipment located in the fitness area will be limited to 30 minutes.

### **Swimming Pools**

26. All persons using the swimming pools do so at their own risk. The Association is not responsible for any accident or injury in connection with the use of the pools or for any loss or damage to personal property. Persons using the pool areas agree not to hold the Association, its officers, employees, or agents liable for any actions of whatever nature occurring within the pool areas or surrounding decks.
27. Persons twelve (12) years of age or under must be accompanied at all times by an adult in the pool areas.
28. Occupants of units are responsible for the conduct of their guests at all times and for the careful observance of all safety and sanitation precautions. A unit owner is responsible for the conduct of all occupants, renters, invitees, or guests. Any person having an apparent or communicable disease shall be excluded from the pools.
29. No boisterous or rough play shall be permitted in the pools or pool areas.
30. Glass containers (drinking glasses, wine glasses, bottles, etc.) are not allowed in the pool areas.
31. No tents, canopies, umbrellas, or personal furniture are to be used in the pool areas.
32. To provide safety for young children the doors/gates to the indoor and outdoor pool areas are not to be propped open.
33. The pools shall be used in accordance with such Rules and Regulations as shall from time to time be promulgated the Board of Health of Baldwin County, Alabama and/or by the Board of Directors of the Association, which rules shall be passed by the Board of Directors.
34. The pools will be closed from 10 :00 p.m. until 8:00 a.m. local time.

### **Pets**

35. Only unit owners are allowed to have pets on the premises.
36. Pets must be kept on a leash and the pet owner is responsible for the proper disposal and/or removal of pet feces and any other substance which is eliminated from the pet's body. A pet area is provided on the east side of the building with pet disposal bags for your convenience.
37. Pets are not allowed in the pool areas. Pool areas are defined as "the pools themselves, the pool decks and the fitness room".
38. Loud barking or other loud noises made by pets in units or on balconies is prohibited.
39. No pet shall be allowed to create or cause any disturbances or nuisance of any kind. If any pet does cause or create a nuisance or an unreasonable disturbance the owner of this pet shall be liable.

40. The owner of the pet shall be liable for any and all damages caused by such pet to any part of the property operated by the Association.

### **Complaints**

41. 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 the 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 sole discretion, decide the complaint without a hearing. If, in the opinion of the Board of Directors, a violation of these Rules and Regulations took place, then the "Policy for Violations, Issuing Fines and the Fine Schedule" as defined in the Lagoon Tower Condominium Owners Association Board Resolution, Protocol for Late Assessments, Violations, and Fines shall be set forth." (Amended 07/19/22)

### **Enforcement**

42. 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 areas or facilities, shall be revocable at any time by the Board of Directors of the Association.
43. Unit Owner(s) shall be responsible for any and all actions of, or violations committed by any person(s) occupying their Unit, whether those person(s) are family members, friends, associates, renters, or others. Any actions of that person(s) that results in a fine as promulgated by the "Policy for Violations, Issuing Fines, and the Fine Schedule" shall be the responsibility of the Unit Owner(s). (Amended 04/02/24)

### **Miscellaneous**

44. Motorized micromobility devices also known as e-bikes, e-scooters, hover boards and other lithium-ion powered devices used for transportation, shall not be kept anywhere inside of Lagoon Tower. This includes the inside of units, hallways, stairwells, lobby, storage closets or any other location within the building itself. (Amended 04/2/24)

***Revised April 02, 2024***