

RULES AND REGULATIONS

CONCERNING USE OF

MARTINIQUE

As of August 17, 2024

Pursuant to the provisions of Sections 4.7 and 5.7 of the “Declaration of Covenants, Conditions and Restrictions for Martinique”, the following Rules and Regulations are adopted by the Board of Directors of **MARTINIQUE MASTER ASSOCIATION, INC.** and are applicable to each and every guest, owner, or renter. These regulations are adopted for the purpose of providing clear guidelines for the conduct of each owner [and to their renters] at Martinique and are enforceable through all of mechanisms contained in the Covenants and By-Laws.

GENERAL RULES

1. Designated walkways and paved areas shall be used at all times and shortcuts *through wetlands and common area landscaping* shall be prohibited, both to prevent accidents and to preserve the appearance of planted areas. No motorized vehicles shall be operated on any *board walk*, walkway or in any area except upon the driveways and parking areas designated for vehicular use.

2. No articles of any kind shall be hung or shaken from doors or windows or placed upon the windowsills, *handrails* or balconies of any house/condominium. Under no circumstances shall laundry, clothing, or other articles be placed or hung on the exterior portions of a house/condominium. No balcony shall be enclosed with shutters, screens, or any other material. Wild or indigenous animals or birds shall not be maintained, fed, housed, restrained, or in any manner kept on any lot, home or condominium unit in Martinique. This includes leaving food out for any such animal/bird whether in receptacle's, bowls, plates, feeders or placed on porches, patio's, walkway, yard or any area within a lot or residential unit. At no time shall birds be fed from a balcony of a house/condominium.

3. No owner, licensee or permittee shall allow or engage in any loud or boisterous noise in or from their house/condominium or property, which will disturb and/or annoy the occupants of any other house/condominium or property at Martinique nor do or permit anything to be done in or from their house/condominium or property, which will interfere with the rights, comfort, convenience or peaceable enjoyment of others. In order to provide for the comfort, tranquility and peaceable enjoyment of owner and visitor alike, the following is not permitted in Martinique:

- a. The, playing of loud or boisterous music anywhere in Martinique shall be prohibited at all times;
- b. Loud or boisterous conversation on porches, patios, or balconies of any
- c. house/condominium between 10:00 p.m. and 9:00 a.m. is prohibited;
- d. All pool areas in Martinique are closed from 10:00 pm to 7:00 am, unless specific permission otherwise is given by the property manager, and no loud or boisterous conversation or activity is permitted from the pool areas during times that they are closed;

- e. No loud or boisterous activity is permitted on or from any common area in Martinique between 10 pm and 8 am; and,
- f. Martinique management and security (including officers of the Master Association) shall have the sole discretion at all times to determine whether any activity is impermissibly “loud” or “boisterous” which shall be reasonably exercised. [*Amended January 23, 2021*]

4. Each owner shall keep his house/condominium 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 windows or balconies thereof, any dirt or any other substance.

5. All refuse and garbage shall be properly disposed of in a dedicated receptacle assigned to each home or unit. Do not dispose of seafood or any fish discards in the trash compactor or openly in any trash receptacle. All trash shall be secured in a heavy-duty garbage bag and placed in the trash can for pick up. Leaving trash outside the door is prohibited.

6. Rolling trashcans are provided with each house and should be placed by the curb for pickup and removed from curbside after pickup. Rolling trashcans will be moved to and from the curb by a contractor. No trash or other articles shall be burned on the Martinique premises. Lawn debris (I.E.: leaves, pine straw, clippings, etc.) is not to be placed in the cans as the trash service will not empty cans containing these materials. The disposal of all trash or refuse shall be strictly in accordance with all rules and regulations of the Board of Directors of the Master Association

7. Sidewalks shall not be obstructed and used only for pedestrians. Parking on any street or thoroughfare is expressly prohibited. All guests and owners shall park only in designated areas and will not park in such a manner as to obstruct traffic or the efficient use of other designated parking areas.

7(a). Skateboards and roller skates are not to be used on the premises of the condominium buildings. No vehicles may be parked at any time in front of the entrance to the large trash bins duly marked in each condominium tower. Vehicles may only be parked in designated parking spaces and no vehicle shall be parked in such a manner as to impede or prevent ready access to any other parking areas.

Garages shall not be used for storage or for any other purposes or uses that would result in the garage being unavailable for the parking of vehicles or other items prohibited by the Covenants [Section 7.24] from being visibly parked outside of any home in Martinique.

No parking space, driveway, or other areas shall be used for the storage or parking of any boat, boat trailer, units trailer, camper trailer, motor home, or any other sort of towed vehicle or object. No towed vehicle or item of any kind is permitted in Martinique. At times when the Courtesy Officers deem the parking of the above-identified vehicles not to cause a hazard or interference with parking by owners, guests and/or renters, such parking shall be allowed but only in the specific areas designated by the Courtesy Officer and for the time, which they designate. The owners, their employees, servants, agents, visitors, licensees, guests, family, and renters will obey the parking regulations posted in the private streets, parking areas and drives and any other traffic regulations promulgated in the future for the safety, comfort or convenience of the owners. Washing of cars, boats, and vehicles of any kind is prohibited.

7(b). Any vehicle that is inoperable or in disrepair shall be immediately removed from the Martinique. An inoperable vehicle or one in disrepair means any vehicle, other than a golf cart, that is (1) unlicensed or with a currently invalid tag, (2) tires that are visibly incapable of safe operation on a street or designated roadway, (3) windows that are visibly broken, (4) vehicles with attachments, towbars, ropes, detachable caution lights, or equipment designed to tow, push or pull a vehicle by the power of another vehicle, (5) vehicle covers intended to protect a disabled vehicle, (6) a vehicle that is parked in any common area parking space or lot continuously for more than 72 hours, except by permission of the Martinique Landowners Association, and (7) any other visibly apparent indicia reasonably suggesting in the discretion of the LOA Board that the vehicle is inoperable or in disrepair and is stationary because of its inability to properly operate. Any vehicle meeting the definition of an “inoperable vehicle” may be stored in an enclosed garage belonging to the owner as long as the vehicle is not directly visible from any roadway in Martinique. Exigent circumstances will be considered by the Board but only upon immediate request for consideration or permission to the Association office. *(Amended by Master on January 12, 2019)*

7(c). Golf carts may only be parked in garages, driveways, or designated parking lots or spaces. Golf carts may not be parked in any landscaped or natural area, sand dune or sand surface of a lot or dwelling, and parking of Golf Carts on the surface of any designated roadway in Martinique is strictly prohibited. *(Amended by Master on January 12, 2019)*

7(d). It is mandatory that Golf Carts only be parked in designated spaces for golf carts at the middle and south pool areas. Golf Carts are NEVER to be parked in spaces designated for bicycles and only when all Golf Cart spaces are utilized, may a Golf Cart park in a designated vehicle parking space.

7(e) Mobile Homes, Motor Homes, RV's, trailers, campers, boats, boat trailers without boats and other utility trailers, heavy equipment such as skid steers, backhoe's, push dozers or front end loaders, construction machinery, are not permitted to be parked, stored or placed upon any lot, driveway, yard or common area by any owner or their guests at any time. The Master Association may delegate to the association manager the ability to allow an exception on a temporary basis for reasonable cause. Temporary exceptions are those that contemplate a very temporary presence of any rolling vehicle on Martinique such as owner move in's or move out, any type of vendor of utilities, landscaping vehicles and trailers, heavy equipment needed for work done at or for Martinique or for any other reason consistent with the proper management of Martinique.

7(f) Motorcycles, motorized carts, and all-terrain vehicles are allowed on Martinique property only if an Owner has a garage that can contain and completely enclose the item when parked. These vehicles are not allowed to be visible at any time when parked. The Master Association through the association manager retains discretion to exclude any item of this nature that is excessively loud or serves as a nuisance to the peace and tranquility of Martinique. Further, these items are required to have special parking credentials that is at all times visible and that identifies the owner or operator of the vehicle while on Martinique property. The association manager reserves the right to exclude any of these vehicles for any reason whatsoever and any

credential authorizing these vehicles is revocable at any time by security or the association manager.

8. Water closets or any other water apparatus of the building shall not be used for any purpose other than those for which they were designated nor shall any sweepings, rubbish, rugs, or other articles be placed in it. Any damage resulting from misuse of any water closets or other water apparatus in the units shall be repaid and paid for by the owner and/or renter of such house/condominium.

9. A house/condominium owner may identify his house/condominium 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, printed or fixed by any house/condominium owner on any part of the outside of a building, hung from or placed on windows, windowsills, balconies, or otherwise displayed without the proper written consent of the Association, except for signs of the developer pending construction.

10. House/condominium owners and/or renters are reminded that alterations and repairs 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 house/condominium owner. No work of any kind is to be performed by any owner upon or affecting those portions of exterior building walls or interior boundary walls which is the responsibility of the Association. No radio, satellite dish or television antenna shall be attached to or hung from the exterior of any building.

11. 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 other portions of building, or for any purpose permitted under the terms of the Declaration or the by-laws. Except in the case of emergency, entry will be made by pre-arrangement 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 same.

12. No one shall use or permit to be brought into any unit nor upon any of the common areas and facilities any flammable oils and fluids such as gasoline, kerosene, naphtha or benzene, or any other explosives or articles deemed extra hazardous to life, limb or property, without in each case obtaining the written consent of the Board of Directors.

13. All window and door treatment coverings shall have a neutral colored backing to insure uniformity with the exterior.

14. Barbecuing will not be allowed on balconies of condominium units, but will be allowed on patios of ground floor units. Charcoal grills are prohibited at Martinique. Propane grills are allowed, but must have a rubber mat placed beneath them at all times to help prevent fires. Grilling is prohibited within ten feet of houses. Any person using a grill at any home or condominium at Martinique assumes all liability related to injury or fire as a result of the grill or its use.

15. Common area furniture shall not be removed from any common area of Martinique.

16. No fireworks may be set off in Martinique.

17. Hand Carts are provided at the condominiums to help in the movement of luggage and other items to and from condominium units. There are a limited number of these carts to serve a large number of people and it is therefore imperative that all carts be returned to the designated storage areas on the first floor of each building after usage.

18. Persons under twenty-one (21) years of age shall not utilize house/condominium units unless accompanied by a person over the age of twenty-one (21) years of age.

19. The number of individuals permitted per condominium unit or house shall be limited to six (6) for a two-bedroom unit, eight (8) for a three-bedroom unit. The number of individuals permitted per house shall be limited to the same except twelve (12) for a four-bedroom house and fourteen (14) for a five-bedroom house.

INDOOR / OUTDOOR SWIMMING POOLS

20. All persons using the pools of Martinique do so at their own risk. Neither the Master Association, Condominium Association nor the Land Owner Association will be responsible for any accident or injury in connection with the use of the pool 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.

21. All persons twelve (12) years of age or under must be accompanied at all times by an adult within the swimming pools. There must be at least one adult to supervise every three (3) persons under the age of twelve (12) in the swimming pools.

22. In order to insure that there will be sufficient room in the swimming pool area for owners, guests, and renters, except by prior arrangement with the Board of Directors, the number of persons in any one group in the pool at any one time will not exceed the resident members of the unit owner's immediate family or must follow the numbers listed for renters.

23. Resident owners are responsible for the conduct of their guests at all times and for the careful observance of all safety and sanitary precautions by said guests. Any person having an apparent or known skin disease, sore or inflamed eyes, cough, cold, nasal or ear discharge, or any other communicable disease shall be excluded from the pools.

24. No boisterous activity, rough play, or running shall be permitted in the pool or in the pool areas at any time.

24(a). No audible noise or sound from an electronic device of any kind is allowed in any pool area. This rule does not prohibit personal listening devices or equipment. (*Amended by Master on April 13, 2019*)

24(b). Public intoxication is expressly prohibited at Martinique and no alcohol whatsoever is permitted in any pool or Jacuzzi located at Martinique. Any guest of an owner or member of a party or family who is renting a unit at Martinique is responsible for the conduct, including sobriety, impairment or misbehavior of ALL members of their party. Violation of this Rule can result in a diminishment of the family environment and the Board of Directors and Martinique management reserves the right to restrict the right of any individual to utilize any amenity available at Martinique to include expulsion from the community.

24(c). Profanity of any kind shall not be publicly utilized in any of the common amenity areas of Martinique, including exercise room, tennis court, pools and Jacuzzi. Martinique reserves the right to indefinitely expel any individual for public profanity from any common area of Martinique. Any individual expelled must receive permission from security or Martinique management to reenter any area from which they were expelled under conditions of reentry that Martinique may impose.

25. Swimming alone when no other person is in the immediate pool area is discouraged.

26. All persons are requested to cooperate in maintaining maximum cleanliness and tidiness in the swimming pool area. Outside showers must be used to wash off sand, salt water, oil, and lotions before entering the pool. All sand must be removed from apparel and beach equipment before entering the pool areas and buildings. Any Persons wearing diapers must also wear rubber pants.

27. No food or glassware of any shape, form, or size may be brought into the pool areas at any time. Beverages, including beer and/or wine, may be brought into the pool areas as long as said items are properly disposed of after usage (i.e., undrunk beverages placed in duly marked receptacles). Martinique reserves the right, in their discretion, to prohibit the consumption of beverages at any given time, where this privilege has led to excessive littering in the pool areas. At such time, all rights regarding the usage of such items in the pool areas can be eliminated for any increment of time that the circumstances, safety and cleanliness dictate.

28. At times of peak occupancy (i.e. Spring Break, Easter holiday, Memorial Day weekend, July 4th weekend, Labor Day weekend) no rafts or floats will be allowed in the swimming pools except for persons less than three (3) years of age. At other times, when the enjoyment of the pool area will not be interfered with by the use of rafts or floats, such shall be allowed.

29. The pool shall be used in accordance with such rules and the Board of Health of Baldwin County, Alabama, shall from time to time, promulgate regulations as and/or by the Board of Directors, which rules shall be posted by the Board of Directors. Because of the risk of infection of others by communicable diseases, sex is specifically prohibited in the pools.

30. No smoking and/or vaping will be permitted at any time in the pool areas.

31. The pools will be closed from 10:00 p.m. until 7:00 a.m. local time and during such times as the Board of Directors may decide upon.

32. Other restrictions for pool use shall be as decided by the Board of Directors and posted in the pool area. Any such restrictions will be added as an amendment to these rules and regulations.

JACUZZIS

33. All persons using the Jacuzzi do so at their own risk. **Martinique on the Gulf** is not responsible for any accident or injury in connection with the use of the Jacuzzi or for any loss or damage to personal property.

34. An adult must accompany persons sixteen (16) years of age or under in the Jacuzzi area at all times. Persons under the age of twelve (12) are prohibited from using the Jacuzzis at any time.

35. Due to heavy use of the Jacuzzi during peak seasons, the number of persons in any one group in the Jacuzzi at any one time will not exceed the resident members of the unit owner's immediate family or must follow the numbers listed for renters. The Association reserves the right, at its sole discretion, to further limit access on an equitable basis, should conditions suggest that the Jacuzzi is being monopolized or used unfairly by owners or guests of owners.

36. Owners and their guests and renters are responsible for the conduct of their guests at all times and for the careful observance of all safety and sanitary 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 Jacuzzis.

37. No boisterous, rough play or running shall be permitted in or around the Jacuzzi areas. No person under sixteen (16) years of age is permitted in the Jacuzzis unaccompanied or while no other person is in the immediate Jacuzzi area.

37(a). No audible noise or sound from an electronic device of any kind is allowed in the Jacuzzi or pool area. This rule does not prohibit personal listening devices or equipment. (Amended by Master on April 13, 2019)

37(b). Public intoxication is expressly prohibited at Martinique and no alcohol whatsoever is permitted in any pool or Jacuzzi located at Martinique. Any guest of an owner or member of a party or family who is renting a unit at Martinique is responsible for the conduct, including sobriety, impairment or misbehavior of ALL members of their party. Violation of this Rule can result in a diminishment of the family environment and the Board of Directors and Martinique management reserves the right to restrict the right of any individual to utilize any amenity available at Martinique to include expulsion from the community.

37(c). Profanity of any kind shall not be publicly utilized in any of the common amenity areas of Martinique, including exercise room, tennis court, pools and Jacuzzi. Martinique reserves the right to indefinitely expel any individual for public profanity from any common area of Martinique. Any individual expelled must receive permission from security or Martinique management to reenter any area from which they were expelled under conditions of reentry that Martinique may impose.

38. All persons are requested to cooperate in maintaining maximum cleanliness and tidiness in the Jacuzzi areas. Outside showers must be used to wash off sand, salt water, oil, and lotions before entering the Jacuzzis.

39. No glassware, food or tobacco or vape pipes may be brought into the Jacuzzi areas. Beverages may be brought into the Jacuzzi areas and must be properly disposed of after usage. Undrunk beverages should be placed in duly marked receptacles. Should the consumption of beverages lead to littering in the Jacuzzi areas, the Association reserves the right to restrict access to any individual or group, at its sole discretion, should the circumstances warrant to preserve cleanliness, equity and peaceable enjoyment of the facility.

40. The Jacuzzi shall be used in accordance with such rules and the Board of Health of Baldwin County, Alabama, shall from time to time, promulgate regulations as and/or by the Board of Directors, which rules shall be posted by the Board of Directors. Because of the risk of infection of others by communicable diseases, sex is specifically prohibited in the Jacuzzis.

41. The Jacuzzis will be closed from 10:00 p.m. until 7:00 a.m., local time, and during such times and seasons as may be decided by the Board of Directors and posted in the Jacuzzi area.

42. Martinique reserves the right to restrict access to the Jacuzzi area if the health or safety of the community is an issue.

FITNESS CENTER

43. All persons using the fitness center do so at their own risk. The Association is not responsible for any accident or injury in connection with the use of the fitness center or for any loss or damage to personal property.

44. An adult at the fitness center must accompany persons sixteen (16) years of age or under.

45. Owners and registered guests and rentals are responsible for the conduct of their guests at all times and for the careful observance of all safety and sanitary precautions in the fitness center.

46. The fitness center will be closed from 10:00 p.m. until 7:00 a.m., local time, and during such other times the Board of Directors may decide upon.

47. All owners have been provided with an electronic key to the fitness center. Owner's guests may get an electronic key from the office for a \$35 deposit.

48. The number of persons in any one group in the fitness center at any one time will not exceed the resident members of the unit owner's immediate family or must follow the numbers listed for renters. The Association reserves the right to further limit individual or group access should circumstances warrant.

49. No boisterous activity, loud music, rough play, or running shall be permitted in the fitness center at any time. Any individual Owner using the Fitness Center is expected to maintain maximum cleanliness and tidiness in the fitness center by their guests. Tobacco, vape pipes, beverages, food and glassware are not to be brought into the fitness center at any time.

50. Wet bathing suits are not permitted in the fitness area. All persons must wear proper shoes and attire when utilizing the equipment in the fitness center.

PARKING AT MARTINIQUE

51. In order to control the flow of traffic in and out of Martinique and to prevent congestion along the residential side streets, the Master Association has adopted the following Vehicle Registration and Parking Policy:

A. No vehicle shall be operated or permitted to park in Martinique without proper parking credentials. "Parking" [or to "park"] as used in this Rule shall mean the temporary cessation of movement of a vehicle that is intended to allow the operator to leave the vehicle for more than just "transitory" business. Examples of "Parking" that are "transitory" include (but are not limited to) unloading luggage, groceries or dry goods, or awaiting the exit of other passengers from a home or building to come to a car or go from a car followed by the movement of the vehicle to an intended destination. All vehicles parked in Martinique shall only park in designated parking lanes, lots or areas including residential driveways and carports. Non reserved parking on Calalou Way, the middle pool parking area and the beach pool parking area may be used for overflow/excess parking for owners, guests of owners and guests of renters. To the extent available and needed for overnight parking, owners and guests of owners will have priority over all others. Parking on any street in Martinique is expressly prohibited. Parking on or in any landscaped area is prohibited in Martinique. Parking in the condominium parking lot is reserved only for condominium owners and their guests. Martinique reserves the right to tow any vehicle that is in clear violation of the parking rules of Martinique in addition to any other penalty provided in these Rules or Covenants of Martinique.

B. All Rental Management Businesses, including Management Companies as well as individuals, will be required to purchase Vehicle Registration Certificates in advance from the Association Office during regular business hours and issue to their arriving guest and visitors while also providing the Vehicle Registration Certificate information to the Association office prior to arrival of the guests on property. All guests at Martinique must have their vehicle properly credentialed and a certificate must be visible from the exterior of the vehicle at all times while on Martinique property.

C. Each vehicle must display the Vehicle Registration Certificate on either the rearview mirror or the front dashboard at all times when entering/exiting the Martinique property and while the vehicle is parked on Martinique property. Martinique reserves the right to tow any vehicle that does not maintain proper credentials while on Martinique grounds.

D. . All Martinique owners will be entitled to obtain or receive new owner vehicle decals for their personal vehicles when the owner has provided the Association Office with the vehicle registration information for each vehicle pursuant to the Vehicle Registration Policy of the Association.

E. Owners who receive a current and valid “owner decal” will serve as the “credentialed” “effective” Vehicle Registration Certificate for that vehicle. It is the responsibility of all owners to properly credential and obtain owner decals from the Association office.

F. Owners will be required to obtain their “owner decal”, in person, from the Association office. Owner decal’s will not be mailed or transmitted to the owner except upon personally being picked up at the Association Office. Each Martinique owner will be entitled to receive 2 vehicle decals for their vehicles and also 2 parking passes that may be used for their extended family and friends at the owner’s discretion. These parking passes must also be picked up at the Association Office during regular business hours.

G. Any vehicle not displaying a valid and current Vehicle Registration Certificate or “owners decal” will be issued a citation and a fine of \$100.00 to be issued by security and the vehicle may be towed, if necessary, at the vehicle owners’ expense. Any fine that is not properly discharged in compliance with this policy will be the responsibility of the owner. Owners are expected to communicate this policy to their management companies and to their guests. Any fine not properly satisfied will be billed directly to the owner on their association statement and must be remitted along with the other financial obligations of the owners in Martinique. It is the obligation of the owners in Martinique to monitor the compliance of this policy by their guests and management agencies. (*Amended March 26, 2021*)

Paragraph 7 is incorporated entirely within this provision of the Rules.

TENNIS COURT

52. OWNERS AND GUESTS: Only owners, their guests and properly registered renters and their guests, may use the tennis court.

53. AGE LIMIT. For safety reasons, all persons under age twelve (12) must be accompanied by a parent, guardian, or other person eighteen (18) years of age or older which is a member, resident or guest. This person is responsible for the safety of persons under age twelve (12) and must be responsible for compliance with these rules.

54. PROPER ATTIRE. All players must wear proper shoes and attire while on the tennis court. This includes T-shirts, shorts, sweat suits, or other appropriate athletic clothes. All players must wear sneakers when playing on the tennis court.

55. HOURS. The tennis court will be closed from 9:00 pm until 8:00am. Management reserves the right to close tennis courts if deemed weather conditions make play unsafe.

56. TIME LIMITS. There is a one-hour time limit for a singles tennis match and a one hour and 15-minute time limit for doubles play. A reservation board is kept in the security and/or management office. Reserved play supersedes any other play.

57. NO FOOD OR DRINKS. No food or drinks are allowed on the tennis court. Water in plastic bottles may be consumed courtside.

58. BAD BEHAVIOR. The Owner or registered renter is responsible for the conduct of their guests at all times and for the careful observance of all safety and sanitary precautions. Profane language and shouting are prohibited and Martinique reserves the right to exclude any owner or their guests for such conduct. Roughhousing, shoving or fighting is prohibited.

59. BANNED SPORTS EQUIPMENT. Roller skates, in-line skates, skateboards, bicycles, tricycles or any type of motorized vehicle are prohibited on the tennis court.

60. NO PETS. Pets are prohibited on the tennis court.

61. USE AT OWN RISK. Owners, their guests and registered renters and their families and guests use.

62. VIOLATIONS. Violators of rules will be asked to leave the tennis court.

63. Other restrictions for the tennis court use shall be as decided by the Board of Directors and posted in the tennis court area. Any restrictions regarding tennis court use not included in these rules and regulations will be added hereto by amendment.

PETS

64. CATS ARE strictly PROHIBITED at Martinique. No more than two dogs are allowed in any house, duplex or condominium at Martinique. There are no exceptions to this provision.

65. No pets of any kind whatsoever are allowed in the pool or Jacuzzi areas, fitness center, lobby areas, or other enclosed, fenced or gated common areas.

66. Dogs shall only be walked in designated walk areas and must always be on a leash. Any other pets must remain in the units.

67. Animal Control will be called to pick up any animals found running loose on the property.

68. Loud barking of dogs and excessive noise from pets in units is prohibited and shall be considered and treated as a public nuisance.

GOLF CARTS

69. Owners, their guests and registered renters and their families and guests assume full

responsibility for the conduct of all persons utilizing their cart and other amenities and are expected to do so in a safe manner.

69(a). Golf carts may only be parked in garages, driveways, or designated parking lots or spaces for vehicles. Golf carts may not be parked in or on any landscaped or natural area of a lot or dwelling, common areas, wetlands or private property. Parking of Golf Carts on any surface other than a designated roadway in Martinique is strictly prohibited. (*this para. amended January 12, 2019*)

Golf carts are involved in a number of accidents each year, resulting in personal injury, death, and property damage. There are guidelines that must be followed to limit the possibility of accidents. These guidelines include, but are not limited to, the following:

- (a) Cart operators must be limited to holders of current valid driver's licenses;
- (b) Intoxicated persons are prohibited from operating golf carts;
- (c) The number of occupants must not exceed the manufacturer's recommendations;
- (d) Hands and feet must be kept inside the cart at all times;
- (e) The brake must always be set before leaving the cart;
- (f) To avoid tipping over, operators must drive carts straight up and straight down slopes;
- (g) Operators must slow down before corners;
- (h) The operator must not move the cart until occupants are seated;
- (i) Occupants must remain seated while the cart is in motion;
- (j) Cart operators must observe all traffic laws and safety procedures, including all stop signs;
- (k) Only one golf cart per house or duplex is allowed; and
- (l) All owners are required to maintain adequate insurance [minimum insurance per Alabama minimum limits liability law] on their golf cart and name Martinique as an "additional insured." No golf cart operating within Martinique will be uninsured. The Association reserves the right to limit the operation or use of a golf cart in Martinique unless and except the requirements for insurance are complied with.

69(b). ENFORCEMENT: All owners of a home in Martinique acknowledge that the use of a Golf Cart on the streets in Martinique is a "privilege" and not a "right", and agree to be subject to the terms and provisions of the Rules and Regulations pertaining to Golf Carts. All owners acknowledge by these Rules that the "privilege" of operating a Golf Cart in Martinique may be "revoked" for failing to follow these Rules and Regulations.

It is the responsibility of the owner of any unit in Martinique to communicate these Rules to their guests, renters, rental agents and family members who operate a Golf Cart in Martinique. It is expressly NOT the responsibility of the Master Association, Property Manager or Security to communicate the Rules pertaining to the operation of Golf Carts, except to communicate these Rules to the Owner. Acceptable communication of these Rules will be posting these Rules on the Association website.

The Master Association through its security, association officers and duly delegated representatives, may enforce all Rules pertaining to Golf Carts by the following: securing or sequestering the Golf Cart from minors, unlicensed drivers, intoxicated drivers, reckless or careless drivers, uninsured drivers, or Golf Carts being operated in violation of any of the other Rules and Regulations of Martinique, including unauthorized parking. When a Golf Cart is secured or sequestered, notification by Security will be given within 24 hours to some responsible adult [as used in this Rule, “responsible adult” means someone over the age of 32] that is associated or connected to the unit owner, renter or rental agency at the home where the Golf Cart originated from. When the Golf Cart is retrieved or redeemed by the “responsible adult”, the Association will have the right, in its discretion, to require the “responsible adult” to assume full responsibility for the operation of the Golf Cart for the remainder of the stay of any renter or guest upon paying a deposit of \$250.00 to assure compliance with Martinique Rules and Regulations. The deposit will be returned at the end of the stay of the guest or renter unless a second offense occurs in which event the deposit will be forfeited and the Golf Cart secured for the remainder of the stay of the renter or guest. Any owner that redeems a Golf Cart for the use of a guest or renter shall be responsible for compliance with these Rules and will be subject to the fines and penalties herein as an “owner” for the remainder of the stay of their renter or guest. Martinique reserves the right to retain custody of the Golf Cart for the remainder of the stay of the guest or renter, if returning the Golf Cart to a guest or renter would essentially be returning the Golf Cart to the offender under these Rules.

In addition to sequestering a Golf Cart, any “owner(s)” [as used in this provision, an “owner” is one who owns a house at Martinique, including members of the owners household] who fails to abide by these or any Rule of the Association pertaining to the use, operation, or parking of a Golf Cart, may be fined an amount of \$250.00 for a first offense [or first day], \$500.00 for a second offense [or second day] and \$1000.00 for a third [a third or any successive day] and any successive offense. Improper parking or use of a Golf Cart on a first offense will subject the owner to a fine [first offense] and any separate calendar day will be a separate offense and subject the owner to a separate assessment/fine on a per diem basis which will be in addition to any other fines previously assessed or imposed [for purposes of the imposition of fines, any “lookback” will be limited to 90 days. However, the Association may “lookback” for 24 months to determine that an owner is “habitual” and “willful” in violating the Rules to suspend privileges]. The Association will have the right to assess the Owner for all fines on the dues statement and all fines constitute the personal obligation of the Owner unless timely disputed (within 30 days as per Paragraph 71 of these Rules). The right to enforce recovery of any fine/assessment shall be the same as the right of the Association to recover any other dues or assessments under the Covenants and/or Bylaws of the Master or Landowner Association, including the right to recover costs, interest, penalties and attorney’s fees.

Any owner that habitually and routinely violates the provisions of these Rules pertaining to the use or operation of a Golf Cart may lose the privilege, by temporary or permanent suspension of using a Golf Cart upon the streets within Martinique. An owner who fails to monitor, supervise, oversee or otherwise assure compliance with these Rules over their guests, renters and rental agencies, may likewise lose the privilege of having a Golf Cart for use at their home and may be

subject to the fines provided for in this Rule. In addition to fines and penalties for violating these Rules, the Association reserves the right to the enjoin use of any Golf Cart that is operated within Martinique for violation of Alabama law or these Rules. (*Amended on January 23, 2021*).

See Also Paragraph 7 which is incorporated here.

ASSESSMENT OF FINES AND APPEALS OF ASSESSMENTS

70. Each and every violation of the rules and regulations set forth herein will subject the owner, renter, or guest to a fine of \$50.00 per violation, which will be assessed at the end of the rental period or on a monthly basis for owners, and their guests. Members of the Board of Directors of the Master Association and/or Aronov Condo Management, Inc. management representative and his/her staff and the Courtesy Officers and their staff may assess fines. Each assessment of a fine must be accompanied by a written statement indicating the individual or individuals violating the rules and regulations, verifying the rule violated, and setting forth the events leading to the assessment of the fine. Written verifications of assessment shall be provided to President of the Board of Directors of the Marinique Master Association.

71. Any owner, guest, or renter who feels the assessment imposed against them was improper, may appeal the assessment to the Master Association Board of Directors. The Board of Directors may, in its sole discretion, impose the assessment of the fine without a hearing. In the event the Board elects to have a hearing upon the appeal, not less than five days notice thereof shall be given in writing to each person involved in the fine assessment stating the date, time, and place of such hearing. Procedures before the Board of Directors at this appeal hearing shall be informal, without technical rules of evidence, and each individual involved shall be entitled to be present and be heard.

COMPLAINTS

72. Any complaint or dispute as to these rules and regulations or as to any individual application upon and owner or their guests shall be made in writing to the Master Association 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 Master Association Board of Directors may, in its sole discretion, decide the complaint without a hearing. In the event the Board 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. Procedures 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 and be heard.

73. Alabama Beach Mouse Covenant. Each owner, lessee, and guest shall be subject to the provisions of the Declarations of Alabama Beach Mouse Protective Covenants for Martinique, as well as those matters contained in the attached Alabama Beach Mouse brochure.