

*Signed*

RULES AND REGULATIONS

Concerning Use of

ISLAND CLUB OF GULF SHORES, A CONDOMINIUM

PREAMBLE

The rules and regulations set forth herein and the intent, application and enforcement thereof shall be for maintaining, providing and preserving to unit owners a life style and congenial atmosphere of physical and emotional security and peace of mind.

GENERAL COMMUNITY RULES

1. The facilities of ISLAND CLUB OF GULF SHORES, A CONDOMINIUM are for the use of unit residents and their invited guests.

2. 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 vehicles shall be operated on any walkway or other area except upon the driveways and parking areas designated for vehicular use.

3. No article shall be hung or shaken from the doors or windows or placed upon the window sills or balconies of the apartments. Under no circumstances shall laundry or other articles be placed or hung on the exterior portions of an apartment.

4. No one shall make or permit any noises that will disturb or annoy the occupants of any of the other units in ISLAND CLUB OF GULF SHORES, or do or permit anything to be done which will interfere with the rights, comfort or convenience of others.

5. Each owner shall keep his 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 windows or balconies thereof, any dirt or other substance. All garbage and refuse shall be deposited with care in garbage containers intended for such purpose only at such times and in such manner as the Board of Directors may direct. Garbage cans shall be deposited in the garbage collection areas designated for that purpose in order to accomodate the garbage pick-up service. No trash or other articles shall be burned, and all disposals shall be in accordance with

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such further rules and regulations as shall, from time to time, be promulgated by the Board of Directors and posted. Garage doors of each unit shall be kept closed when not in actual use. Boats shall be kept in a closed garage, room permitting, or else docked off site at a marina or other place of owner's choice.

6. The sidewalks, driveways and parking areas must not be obstructed or encumbered or used for any purpose other than ingress and egress, and for parking. Automobile parking spaces have been provided for the use of the units. No vehicles shall be parked in such manner as to impede or prevent ready access to other parking areas. The owners, their employees, servants, agents, visitors, licensees and family 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. 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 resulting from misuse of any water closets or other apparatus in the units 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.

8. A unit owner may identify his unit with a name plate 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, window sills, balconies, or otherwise displayed, without the prior written consent of the Association, including "for sale" or "for rent" signs, except signs of the Developer pending construction and sale of the condominium units. Sales and rentals of units shall be handled through the Association manager, who shall keep a list of such units and notify unit owners so listed of prospective buyers and lessees (provided, however, the Developer shall in no way be bound hereby in its sales of units).

9. Unit owners are reminded that alteration and repair 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 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 required by the Declaration of Condominium.

10. No radio or television antenna, or cable dishes shall be attached to or hung from the exterior of any building without the written approval of the Board of Directors. The Developer may add cable television at its option.

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 the building, or for any purpose permitted under the terms of the Declaration or the Bylaws. Except in 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 the same.

12. No one shall use or permit to be brought into any unit or upon any of the common areas and facilities any inflammable oils or fluids such as gasoline, kerosene, naphtha or benzine, or other explosive or articles deemed extra hazardous to life, limb or property, without in each case obtaining the written consent of the Board of Directors.

13. 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. The Association may assign to one or more persons, 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 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 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. 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.

#### SWIMMING POOL

14. All persons using the pool do so solely at their own risk. The Association is not responsible for any accident or injury in connection with use of the pool or for any loss or damage to personal property. Persons using the pool area agree not to hold the Association liable for any actions of whatever nature occurring within the pool area. Neither Developer,

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Southern Hospital Administrative Planning & Education Services, Inc. ("SHAPE, INC.") nor any individual connected therewith shall be liable for any such actions.

15. Persons twelve (12) years of age or under must be accompanied at all times by an adult fully responsible for such child's conduct, which adult shall see to it that all rules and regulations shall be obeyed by such child.

16. Except by prior arrangement with the Board of Directors, the number of persons in any one group in the pool and pool area (and deck, if any there be) at any one time will not exceed the resident members of the unit owner's family plus four (4) guests.

17. Residents are responsible for the conduct of their guests at all times, and for the careful observance of all rules and regulations, and safety and sanitation 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 pool.

18. No boisterous or rough play shall be permitted in the pool, or in the pool area.

19. All persons shall cooperate in maintaining maximum cleanliness and tidiness in the swimming pool area.

20. The pool 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, which rules shall be posted by the Board of Directors.

21. Use times and other restrictions for pool use shall be as decided by the Board of Directors and posted in the pool area.

#### PETS

22. Pets may be kept in individual units. No pets shall be allowed in the pool area. Pets shall only be walked in grass areas and then only when on a leash, properly curbed and with application of such "pooper scooper" or the like as shall be necessary or helpful to avoid annoyance or embarrassment to other unit owners.

23. Pets may be kept and fed in individual units but only in such a way as not to be a nuisance to other unit owners. Loud barking of pets in units is prohibited, and shall be considered and treated as a public nuisance. There shall be no breeding or raising of pets except for personal use, and then only in such a manner as not to create a nuisance. Exotic or unusual pets such as snakes and wild animals are prohibited.

AMENDMENT AND ENFORCEMENT

24. 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 facility, shall be revocable at any time by the Board of Directors.

25. These rules are subject to amendment by the Board of Directors and to the promulgation of further rules by the Board of Directors and/or by the Association, including rules fixing fines or other penalties for violations of these rules and regulations.

26. The foregoing Rules and Regulations shall not apply to the Developer, its successors or assigns, until it has surrendered control of the condominium, or its control of the condominium has been terminated in the manner set forth in the Declaration and in the Bylaws.

IN WITNESS WHEREOF, ISLAND CLUB OF GULF SHORES, INC., a corporation not for profit, has caused this instrument to be executed by D. O. McClusky, Jr., its duly authorized President, and its corporate seal of said corporation to be hereunto affixed and attested by H. B. Lee, its duly authorized Secretary, this 7th day of April, 1984.

ISLAND CLUB OF GULF SHORES, INC.,  
a corporation not for profit

BY:

D. O. McClusky, Jr.  
D. O. McClusky, Jr.  
As its President

(AFFIX  
CORPORATE  
SEAL)

ATTEST:

BY:

H. B. Lee  
H. B. Lee,  
As its Secretary

STATE OF ALABAMA,  
BALDWIN COUNTY

I certify that this instrument was filed on

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and that no tax was collected. Recorded in  
Book 52 Page 1351-1356  
Judge of Probate  
D.P. \$1.00 Index \$ By m