

STATE OF ALABAMA)

COUNTY OF BALDWIN)

AMENDED AND RESTATED RULES AND REGULATIONS
OF
VICTORIA PLACE CONDOMINIUM OWNERS' ASSOCIATION, INC.
APPLICABLE TO ALL OWNERS, TENANTS AND OCCUPANTS

The Board of Directors of Victoria Place Condominium Owners' Association, Inc., upon proper vote, hereby adopts the following Rules and Regulations concerning the conduct of the Owners, Tenants, and Occupants of Victoria Place, a Condominium, and other desirable and aesthetic considerations pertaining to the Condominium. These Rules and Regulations may be amended from time to time by resolution of the Board. Notwithstanding the above, Owners may overrule any existing or amended rule or regulation by a vote of a majority of all Owners at any annual or special meeting called for that purpose.

All terms used in these Rules and Regulations and in the Declaration of Condominium shall have the same meaning herein as used in the Declaration.

These Rules and Regulations shall apply to all Owners of the Units in the Condominium and all tenants, occupants, and Persons who at any time use any part of the Condominium Property in any manner ("Occupants"), who are subject to, and shall comply with the provisions of the Condominium Documents and these Rules and Regulations, and, in the case of tenants and their guests, the Additional Rules and Regulations applicable to such Persons. The acquisition, rental or occupancy of a Unit or the use of any part of the Condominium Property by any Person shall constitute such Person's agreement to be subject to and bound by the provisions of the Condominium Documents and these Rules and Regulations, and if applicable, the Additional Rules and Regulations applicable to tenants and their guests, and recognition agreement that the same are reasonable, valid and enforceable in all respects.

Each Owner shall inform his family, tenants, servants, employees, agents, visitors and all guests, invites and licensees of such Owner, his family, and tenants, of these Rules and Regulations and, in the case of his tenants and guests, the Additional Rules and Regulations applicable to the tenants and their guests.

I. General

1. Any Consent or approval given under these Rules and Regulations may be added to, amended or repealed at any time by the resolution of the Board.
2. The use of the Condominium Property is restricted to single-family residential use.

3. All Association Fees are due on the first day of the month and considered past due after the fifteenth. Dues paid after the 15th will be assessed an eighteen percent (18%) per annum (1.5% monthly) interest fee and a \$20.00 delinquency fee. The Victoria Place COA accounting/bookkeeping firm will regularly notify the Victoria Place Board Treasurer of all delinquent fees, and these reports will become a part of the Treasurer's report to the Board.

First Late Fee Notice - A notice will be sent to the unit owner informing them of the lateness.

Second Late Fee Notice - After the second month of unpaid association fees, a notice and statement will be sent to the owner informing them that they are now two months in arrears.

Final Late Fee Notice - After three months of unpaid association fees, the unit owner will be turned over to an Attorney for collections. The owner will be responsible for all Attorney fees.

4. Owners who rent shall give each tenant a copy of current Rules and Regulations and each tenant shall/must sign a form stating receipt of Rules and Regulations, acknowledgment of understanding and compliance. This form then will be sent within 10 business days to the Property Manager. Owners not complying with this will be fined under current provisions.

II. Common Elements

5. The Board or the managing agent thereof may from time to time curtail or relocate any portion of the Common Elements devoted to storage or service purposes on the grounds.

6. The sidewalks, entrances, passages, and stairways of or appurtenant to any building shall not be obstructed or used for any other purpose other than ingress to and egress from any building. Unallowable obstructions would include, but not be limited to, patio furniture, garbage or any construction equipment or materials being used in the renovation of any unit.

7. Except as permitted under the Declaration and By-Laws, Unit Owners, their families, guests, servants, employees, agents, visitors or licensees shall not at any time, nor for any reason whatsoever enter upon or attempt to enter upon the roofs of any building.

8. The common areas shall not be decorated or furnished by any owner or occupant without prior written approval from the Board.

9. The common areas shall be kept free from rubbish, debris and other unsightly materials at all times. Unit Owners, tenants and their guests will abide by all arrangements made with the garbage operator with regard to access to all garbage bins and the driveways thereto.

10. No fencing or any types of barriers are permitted to act as an extension of a unit's boundaries. No physical extension is permitted from a unit onto common areas.

III. Pets

11. No pets are allowed on any part of Victoria Place limited or common elements that weight more than 25 pounds without the written approval of the Board of Directors. Owners of all pets must be able to furnish the Management Company, pet's name, sex, breed and rabies tag number with expiration date when requested. Owners are responsible for carrying plastic bags to clean up after their pets relieve themselves on Common Areas. No pets shall be kept for commercial purposes.

12. Pets must be kept on a leash at all times outside of the unit and shall not be allowed to create or cause any disturbance, damage or injury to any part of the Condominium Property or to others in or about the Condominium Property.

13. No more than two pets are allowed per unit. Pets shall be limited to approved dogs and domestic cats and kittens.

14. Any pet owner failing to comply with these restrictions shall immediately remove his pet from the Condominium Property upon notification by the Board or an authorized representative of the Association. The pet owner is liable for any and all damage and/or injury caused by the pet to any part of the property or individual. Failure to fulfill any of these requirements will result in fines under current provisions.

IV. Use

15. No construction or repair work or other installation involving noise shall be conducted in any Unit except on weekdays (not including legal holidays) and only between the hours of 8:00 a.m. and 6:00 p.m., unless such construction or repair work is necessitated by an emergency.

16. Hours of operation for the playground are 8:00 a.m. until 9:00 p.m. Children under the age of ten years of age shall be supervised by an adult when outside their unit.

17. No immoral, improper, offensive or unlawful use shall be made of any Unit or the Common Areas.

18. No unit shall be used for any commercial purposes, except as a rental unit and then be rented only to single family occupants.

19. No unit owner or tenant shall make or permit any disturbing noises or activity in any 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. No unit owner shall play upon or suffer to be played upon any musical instrument, or operate or permit to be operated a CD, radio, television set, loud speaker, or other sound amplification device in such unit owner's unit to such a degree that it

can be heard from outside the unit between 10:00 p.m. nightly and 8:00 a.m., the next morning.

20. The Owners and Occupants shall not cause or permit any unusual or objectionable noises or odors to be produced upon or to emanate from their units or the porch or balcony appurtenant thereto.

21. No noxious or offensive activities shall be carried on, nor shall any outside lighting (other than approved by the Board) or sound speakers or other sound producing devices be used, nor shall anything be done, on any part of the Condominium Property which, in the judgement of the Board may be or become an unreasonable annoyance or a nuisance to the other owners.

V. Parking

22. Two parking spaces are assigned to each unit. Parking registration must be displayed in the vehicle's front window. Registrations and stickers may be obtained from the management company. No vehicle shall be parked in such manner as to impede or prevent ready access to any entrance to or exit from any building by another vehicle. No vehicle shall impede any walking or strollers on any sidewalk or walkway. Parking in front of the playground is for short term visitors only. Owners may not park or store any vehicle in the visitors parking in front of the playground. Vehicles parked in violation of the Declaration, Rules and Regulations, or Parking Regulations may be towed away at the owner's sole risk and expense.

23. Vehicles in physical disrepair shall not be permitted to be parked upon the premises as same constitutes a nuisance and potential safety risk. Examples of disrepair may include but not be limited to, expired registration or license tag, broken windows or windshields, broken lights or mirrors, or in general disrepair. In addition no maintenance work shall be allowed with the exception of changing tires. After the ten days have expired, the Victoria Place Board will exercise all applicable Alabama and the City of Foley rules for the towing and/or removal of abandoned vehicles.

24. No buses, water crafts, trailers, mobile home, camper, recreational vehicle or other vehicle shall at any time be used as a dwelling, temporarily or otherwise, or for entertainment, cooking or any other purpose while on the Condominium Property other than transportation to and from the Condominium.

25. No buses, trucks, (other than pick-up trucks and company vehicles, excluding semi-tractor trucks and larger than normal vehicles), trailers (trailers may be used for moving items in and out of the units), water craft and recreational vehicles (including golf carts and ATVs) and mobile homes shall be parked in the parking area. Except trucks and small trailers that may be permitted for use during construction and temporary repairs to the buildings or to a unit, subject to such restrictions, if any, as may be established by the Board. All vehicles must have current license plates and be in good operating condition. Vehicles parked in violation of the Declaration or these rules and Regulations are subject to fines or may be towed away at the owner's sole risk and expense.

VI. Individual Units

26. Each unit 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 from, or from the doors or windows thereof, any dirt or other substance.

27. No window guards or other window decorations shall be used in or about any unit except such as shall have been approved in writing by the Board thereof, which approval shall not be unreasonably withheld or delayed.

28. No radio or television aerial, or satellite dish, cables, wiring or related hardware shall be attached to or hung from the exterior of the building. Nor shall anything be projected from any window of a unit without similar approval. 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. Only one satellite dish per unit is allowed.

29. The agents of the Board or the managing agent thereof, and any contractor or workman authorized by the Board or the managing agent thereof, may enter any room or unit at any reasonable hour of the day, on at least one day's prior notice to the unit owner, for the purpose of inspecting such unit for the presence of vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate in a reasonable manner so as not to unreasonably interfere with the use of such unit for its permitted purposes. The Board or the managing agent must retain a pass-key to each unit. If any lock is altered or a new lock is installed, the Board or the managing agent shall be provided with a key. If the unit owner is not personally present to open and permit an entry to his or her unit at any time when an entry therein is necessary or permissible under these Rules and Regulations or under the By-Laws and has not furnished a key to the Board or the managing agent thereof, then the Board or the managing agent or their agents (but, except in an emergency, only when specifically authorized by an officer of the Condominium or an officer of the managing agent) 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).

30. No group tour or exhibition of any unit or its contents shall be conducted, nor shall any auction sale be held in any unit without the written consent of the board or its managing agent.

31. Only lawn furniture and potted plants are permitted on patios and balconies.

32. All windows and doors in the units shall have draperies, shades or otherwise window or door coverings installed which shall have a white backing to the street.

VII. Recreation Area

33. The Recreation Area is expressly reserved for the private use and enjoyment of owners, occupants and their families, friends and guest in accordance with the Condominium Documents. Misuse of the Recreation Area, breaking or damaging of recreational area contents or boundary fencing will result in fines under current provisions.

VIII. Fines

34. The Victoria Place Board of Directors shall have the authority to assess fines upon any unit owner or guest for his or her violation of any provision of these Rules and Regulations. Any fines imposed and any fees/expenses, including reasonable attorney's fees, which are incurred by the Board or its agent for the enforcement of these or any other provisions contained within the By-Laws may, at the discretion of the Board, give rise to an automatic lien in the amount of said fines, fees or expenses and shall be levied against any unit in violation of these Rules and Regulations.

IN WITNESS WHEREOF, these Rules and Regulations have been executed on this _____ day of _____, 2013.

VICTORIA PLACE CONDOMINIUM OWNERS'
ASSOCIATION, INC.

BY: _____
NANCY FLYNN, ITS SECRETARY

ATTESTED:

BY: _____
MARTHA NOONAN, ITS PRESIDENT

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, a Notary Public, in and for said County in said State, hereby certify that Nancy Flynn, whose name as Secretary, respectively, of Victoria Place Condominium Owners' Association, Inc., is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, she, as such officer and with full authority, executed the same voluntarily for and as the act of said non-profit corporation on the day the same bears date.

Sworn to and subscribed to before me on this the _____ day of _____, 2013.

Notary Public

My Commission Expires: _____

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, a Notary Public, in and for said County in said State, hereby certify that Martha Noonan, whose name as President, respectively, of Victoria Place Condominium Association, Inc., is signed the foregoing instrument and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, she, as such officer and with full authority, executed the same voluntarily for and as the act of said non -profit corporation on the day the same bears date.

Given under my hand and seal on this the _____ day of _____, 2013.

Notary Public

My Commission Expires: _____

This Instrument Prepared By:
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