

RULES AND REGULATIONS CONCERNING USE
OF
TROPICAL WINDS, A CONDOMINIUM

The Tropical Winds Condominium Owners Association, Inc., ("Association"), acting through its Board of Directors ("Board"), has adopted the following Rules and Regulations ("Regulations"). These Regulations may be amended from time to time by resolution of the Board.

As used in these Regulations the terms "Unit Owners" shall apply to the owner of any unit, to his/her family, tenants whether or not in residence, non-compensated associates, employees, agents, visitors and to any guests, invitees or licensees of that unit owner, his/her family or tenant of that unit owner. As used in these Regulations the term "Association" shall include the Association and the Managing Agent when the Managing Agent is acting on behalf of the Association.

1. The Association reserves the right to alter, amend, modify, repeal or revoke these Regulations and any consent or approval given hereunder at any time by resolution of the Association or the Board.

2. All Unit Owners or their agents of any unit are to inform non-owners upon the Condominium Property of these Rules and Regulations.

3. Unit Owners are reminded that alteration 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 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

Condominiums. No Unit Owner may install any plumbing, wiring or air conditioning equipment without the prior written approval of the Board.

4. The sidewalks, entrances, passages, public halls, elevators, corridors and stairways of or appurtenant to the Building shall not be obstructed or used for any other purpose than ingress to the egress from the Building.

5. No article (including, but not limited to, garbage cans, bottles or doormats) shall be placed in any of the Common Areas, except those areas specifically designated by the Association. Nothing (swim suits, towels, clothing, flags, banners, advertising) shall be hung or shaken from any doors, windows, roofs, balconies, hallway wall, terraces, balcony railing or pool deck railing or placed upon the windowsills of the Building.

6. Neither occupants nor their guests shall play or lounge in the entrances, passages, public halls, elevators, corridors, stairways or fire towers of the Building.

7. Except as otherwise provided by the By-Laws, no public hall or public elevator of the Building shall be redecorated or furnished by any Unit Owner in any manner.

8. Each Unit Owner shall keep his/her 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, windows, hallway thereof, any dirt or other substance.

9. 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.

10. Nothing shall be done in any Unit or on the Common Elements that may impair the structural integrity of the Building or that may change the Building structurally nor shall anything be altered or constructed on or removed from the common elements, except upon the prior written consent of the Board.

11. No radio or television aerial shall be attached to or hung from the exterior of the Building and no sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the Building except such as are permitted pursuant to the Declaration or the By-Laws and shall have been approved in writing by the Board; nor shall anything be projected from any window of a Unit without similar approval.

12. No ventilator or air conditioning device shall be installed in any Unit without the prior written approval of the Board.

13. 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 and 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 electronical equipment in such Unit Owner's Unit.

14. No bicycles, e-bikes, scooters or similar vehicles shall be taken into or from the Building through the main entrance or be allowed in any of the elevators other than the elevator designated by the Board for that purpose No strollers/baby carriages or any of the above-mentioned vehicles shall be allowed to stand in the common halls, passageways or other common areas of the Building. Beach chairs kept in common halls may not obstruct ingress-egress to elevator or stairways. Beach chairs may be kept in area designated on pool deck, but cannot block Owner Storage area doors or Owners Room doorways

15. A Unit Owner may identify his/her 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 signs may be displayed except signs designating Unit as non-smoking or requesting carts not allowed in Unit. All others need to be approved by the Association.

16. No Unit Owner or Renters/Tenants 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 Renters/Tenants. No Unit Owner or Renters/Tenants shall play upon or cause to be played upon any musical instrument, or operate or permit to be operated a laptop, radio, television set, loud speaker, or other sound amplification device in such Unit Owner's Unit between 10 p.m. and the following 9 a.m., if the same shall disturb or annoy other occupants of the Building, and in no event shall practice or cause to be practiced either vocal or instrumental music between the hours of 10 p.m. and the following 9 a.m. 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 9 a.m. and 5 p.m., unless such construction or repair work is necessitated by an emergency. Unit Owners must submit a Contractor Project Form to the Board and Managing Agent prior to project commencing. Unit Owners shall not cause or permit any unusual or objectionable noises or odors to be produced upon or to emanate from their Units or balcony appurtenant thereto.

17. All service and delivery persons will be required to use the entrance designated by the Board. Unit Owners are responsible for any damages caused by service/delivery person in the act of delivering goods to their Unit.

18. 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 any sweepings, rubbish, rags or any other article be thrown into same. Any damage resulting from misuse of any water-closets or other apparatus in a Unit shall be repaired and paid for by the Unit Owner of such Unit.

19. The agents 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 for the presence of any 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.

20. The Board may retain a pass-key or the entrance code to each Unit. If any lock is altered or a new lock is installed, the Board shall be provided with a key or entrance code thereto immediately upon such alteration or installation. If the Unit Owner is not personally present to open and permit an entry to his/her Unit at any time when an entry is therein necessary or permissible under these Regulations or under the By-Laws and has not furnished a key or entrance code to the Board, then the Board or its agents 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).

21. No vehicle belonging to a Unit Owner or to a member of the family or guest, tenant or employee of a Unit Owner shall be parked in such manner as to impede or prevent ready access to any entrance to or exit from the Building by another vehicle.

22. Unless otherwise authorized by the Association, the parking areas may not be used for any purpose other than parking automobiles. No buses, trucks, trailers, boats, recreational or commercial vehicles shall be parked in the parking areas or in driveways except in those areas, if any, designated specifically for such parking by the Board. All vehicles must have current license plates and be in good operating condition. No vehicles shall be parked on the Condominium with conspicuous "For Sale" sign attached. All vehicles must have a Tropical Winds Homeowners Association parking permit or Unit Owner decal for parking in Condominium parking lot.

23. All Unit Owners and Renters/Tenants shall observe and abide by all parking and traffic regulations as posted by the Association or by municipal authorities. Vehicles parked in violation of any such regulations may be towed away at the Renters/Tenants' sole risk and expense. Unit Owner is financially liable for any Renter/Tenant failing to obtain a parking permit. Managing Agent will notify Board Treasurer to prepare invoice for parking permit.

(A) Parking permits must be completed fully and are non-reusable.

(B) The maximum length of a parking permit for the same Renter/Tenant is one (1) month and upon expiration, a new parking permit must be purchased.

(C) Parking pass must visible from outside of vehicle and is to be displayed on dashboard or rear view mirror of vehicle

24. The Board may from time to time curtail or relocate any portion of the Common Elements devoted to storage, recreation or service purposes in the Building.

25. Complaints regarding the service of the Condominium shall be made in writing to the Board.

26. Any consent or approval given under these Regulations may be added to, amended or repealed at any time by resolution of the Board.

27. Except as permitted under the Declaration and By-Laws, Unit Owners, their families, guests, non-compensated associates, employees, agents, visitors, or licensees shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof of the Building.

28. No Unit Owner or any of his/her agents, non-compensated associates, employees, licensees, or visitors shall at any time bring into or keep in his/her Unit any inflammable,

combustible or explosive fluid, material, chemical, or substance, except as shall be necessary and appropriate for the permitted uses of such Unit.

29. No illegal drugs/substances are permitted on the Condominium Property, or use thereof.

30. Employees and agents of the Association are not authorized to accept packages, keys, entry codes, money (except for Condominium assessments and parking passes) or articles of any description from or for the benefit of a Unit Owner. If packages, keys, entrance code (whether for a Unit or an automobile), money or articles of any description are left with the employees or agents of the Association, the Unit Owner assumes the sole risk therefor and the Unit Owner, not the Association, shall be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefore or connected therewith. The Association does not assume any responsibility for loss or damage in such cases. Deliveries requiring entrance to a Unit Owner's Unit will not be accepted without prior written permission of the Unit Owner accompanied by a written waiver of all liability in connection with such deliveries. Disregard to waiver submission acknowledges Unit Owners full assumption of all liabilities created by said delivery.

31. If any key/ keys, entrance code are entrusted by a Unit Owner or by any member of his/her family or by his/her agent, servant, employee, licensee or visitor to an employee of the Association or Managing Agent whether for such Unit Owner's Unit including Storage Locker or automobile, trunk or other item of personal property, the acceptance of the key/keys, entrance code shall be at the sole risk of such Unit Owner, and the Association and Board shall not be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

32. Nothing shall be done or kept in any Unit, Storage Locker, or in the Common Elements which will increase the rate of insurance of the Building or contents thereof without the prior written consent of the Board. No Unit Owner or occupant shall permit anything to be done or kept in his/her Unit or in the Common Elements which will result in the cancellation of insurance on the Building or which would be in violation of any law. No waste shall be committed in the Common Elements.

33. 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 consent of the Board.

34. No Unit Owner shall install any plantings on any terrace, patio, roof or balcony except with the permission of the Board.

35. All occupants of Units and Unit Owners must comply with the requirements of the Alabama Uniform Condominium Act of 1991, Articles of Incorporation of the Association, By-Laws of the Association, the Declaration, and these Rules and Regulations.

36. The Association regulates the presence of pets on the Condominium Property. Unit Owners' pets (2 maximum) are permitted only under such restrictions and conditions as the Board shall require in each individual case. Unit Owners bringing more than 2 pets on site should notify a member of the Board. All Owners must keep pets under control and are subject to Tropical Winds noise and nuisance restrictions during the day and night. Persons other than Unit Owners may not bring pets upon the Condominium Property. At no time shall any pets be allowed on the beach, pool/pool deck, Owners room, or boardwalk to beach adjoining the Condominium Building. Unit Owners must properly clean-up after any animal they bring on site.

37. Service dogs and the dog's owner cannot be denied access to Tropical Winds Condominium pursuant to the Americans With Disabilities Act of 1990. Emotional support dogs

do not fall under this Act. Emotional support dogs are not permitted for Renters/Tenants staying at Tropical Winds unless by a Board Member authorizing. Unit Owners renting should notify rental agencies of this Rule.

38. No Renters/Tenants are allowed a pet on site during the time they occupy a Unit. Emotional dogs are restricted by this Rule unless by a Board member authorizing. Unit Owners knowingly renting and allowing a pet in the Unit is subject to Board action.

39. All persons shall be properly attired when appearing in any of the following portions of the property; hallways, stairwells, elevator, balcony, storage areas, pool and pool deck, Owners Room, parking lot and any other public spaces of the Condominium.

40. Smoking and or Vaping is considered a privilege not a right, and those decisions are controlled by the Board with input from Unit Owners. No smoking in hallways, stairwells, storage areas, elevators, pool and pool deck area, common area bathrooms, or Owners Room. The above mentioned areas are designated non-smoking. Smoking on balcony, parking lot, green space is permitted. Unit Owners decide if their Unit interior and balcony is smoking/vaping friendly or designated as a non-smoking/non-vaping Unit.

41. Rules of behavior regarding the swimming pool and other recreational and storage areas shall be promoted by the Board of Directors of the Association and all Unit Owners and Renter/Tenants shall comply with such rules. Pool furniture is not to be removed from the pool deck.

42. Firearms are forbidden unless properly cased and stored.

43. No drones are to be flown from the Tropical Winds property. This includes Unit balcony, hallways, stairwells, roof, pool/pool deck, frontal beach berm, beach boardwalk,

parking lot, or any common green space. Landing of drones on any of afore mentioned places is forbidden. Use of a drone for official purposes is permitted (Insurance, Contractor, Law Enforcement, etc.)

44. Unit Owner may not knowingly rent, house, or allow on premise (short or long term) a person under suspicion, charged or convicted of a sex crime.

45. The Board has sole discretion to arbitrate on actions taken for non-compliance of current written and future changes of Rules and Regulations concerning the use in total of Tropical Winds Condominium property.