

AMENDED AND RESTATED
RULES AND REGULATIONS
CONCERNING THE USE OF
FAIRHOPE NORTH CONDOMINIUM

BALDWIN COUNTY, ALABAMA
TIM RUSSELL PROBATE JUDGE
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In addition to those rules and regulations contained in the Declaration of Fairhope North Condominium, and in the Bylaws of the Fairhope North Condominium Owners' Association, Inc. (the "Association"), the following rules are hereby adopted by the Association:

1. The facilities of Fairhope North Condominium "the Condominium") are for the use of condominium unit owners and their invited guests only.
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 vehicle shall be operated on any walkway or other area except upon the driveways and parking areas designed for vehicular use.
3. No article shall be hung or shaken from the doors or windows or placed upon the window sills, terraces, courtyards or balconies of the units. Under no circumstances shall laundry or other articles be placed or hung on the exterior portions of a unit.
4. No one shall make or permit any noises that will disturb or annoy the occupants of any of the other units in the Condominium, or do or permit anything to be done which will interfere with the rights, comfort or convenience of others.
5. Each owner shall keep such owner's unit in 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, terraces, courtyards or balconies thereof, any dirt or other substance onto the common or adjacent unit areas. 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 accommodate the garbage pickup service. No trash or other articles shall be burned, and all disposals shall be in accordance with such further rules and regulations as shall, from time to time, be promulgated by the Board of Directors of the Association and posted.
6. The sidewalks, driveways and parking areas must not be obstructed or encumbered or used for any purpose other than ingress or egress, and for parking. Automobile parking spaces have been provided for each unit. No vehicle shall be parked in such manner as to impede or prevent ready access stop other parking areas. No parking space, driveway or

other area shall be used for the storage or parking of any boat, boat trailer, house trailer, camper trailer, or any other sort of towed vehicle or object unless approved in writing by the Board of Directors of the Association. 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 unless conducted in approved areas designated by the Board of Directors of the Association, if any.

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 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 such owner's 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 or 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, except signs used by the Developer in the sale or leasing of units as provided in the Declaration.

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 of Condominium of Fairhope North Condominium or the Bylaws of the Association 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 of Fairhope North Condominium and the Association.

10. No radio antenna, television antenna or satellite dish shall be attached to or hung from the exterior of any building or unit without the written approval of the Board of Directors of the Association.

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 the portions of the building, or for any purpose permitted under the terms of the Declaration of Fairhope North Condominium or the Bylaws of the Association. Except in case of emergency entry will be made by prearrangement 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 flammable oils or fluids such as gasoline, kerosene, naphtha or

benzene, or other explosives or articles deemed extra hazardous to life, limb or property, without the written consent of the Board of Directors of the Association.

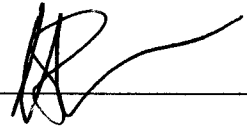
13. At the discretion of the Condominium Association, two (2) small household pets will be allowed per unit (two cats or two dogs, or one cat and one dog). No farm animals, reptiles or birds will be permitted. For purposes of this paragraph, the phrase "small household pet" shall mean pets under twenty-five (25) pounds in weight. In the event a unit owner is handicapped and required to be assisted by a specially trained animal, such an animal will be permitted as a pet. Pets shall be kept inside the condominium unit at all times except when on a leash and accompanied by a resident of the unit. Pets shall be walked in grass areas and the unit resident shall clean up pet's waste. The Board of Directors of the Condominium Association reserve the right to disallow a pet in the event a unit owner fails to adhere to these rules and regulations concerning pets, in the event complaints are received pertaining to a pet or in the event a pet otherwise constitutes a nuisance. Loud barking of pets in units is prohibited and shall be considered and treated as a public nuisance.

14. 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 or any rules, regulations, or restrictions on use of a unit or conduct of a unit owner provided in the Declaration of Condominium or the Bylaws of the Association. Any complaint or dispute as to any of such Rules, Regulations or restrictions, 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 a hearing. In the event the Board of Directors 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. Fines may be imposed or set by the Association for the violation of any Rule, Regulation or restriction concerning the Condominium, the units thereof or the unit owners. A hearing shall be held by the Board of Directors of the Association before a fine is imposed upon a unit owner as provided by the Bylaws of the Association.

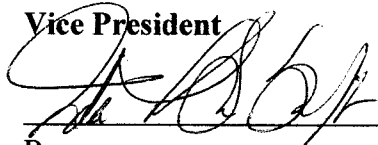
15. The Board of Directors shall maintain on behalf of the Association a checking account with a state or federally chartered bank that is FDIC insured, without geographic limitation to the State of Alabama or Baldwin County.

16. 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 of the Association.

17. These rules are subject to amendment by the Board of Directors of the Association and to the promulgation of further rules by the Board of Directors and/or by the Association.

By: 
President


By:
Vice President


By:
Secretary