

Rules and Regulations for the Oaks of Fairhope Condominiums

Effective November 1, 2023

These Rules and Regulations are adopted in accordance with and in addition to the Declaration of Condominium for Oaks of Fairhope (the "Declaration"). Any inconsistency between the Declaration and these Rules and Regulations shall be resolved by the Declaration. Capitalized Terms shall have the meaning assigned to them in the Declaration. These Rules and Regulations are subject to revision from time-to-time by the Oaks of Fairhope Board of Directors and will be enforced according to the various enforcement provisions in the Declaration.

Any Unit Owner who violates or any Unit Owner whose occupant, family, guest, invitee, lessee, or renter violates any of these Rules and Regulations shall be sent a courtesy letter outlining the violation and giving ten days for owner to come into compliance or a demand notice will be sent. Each owner will be assessed a \$50.00 fine if a demand notice needs to be sent. The Unit Owner shall be assessed a \$100.00 fine for each and every subsequent violation. For each and every continuing violation that has not been cured, the Unit Owner will be assessed a \$100.00 fine every 10 days until the violation is cured. In addition to any assessed fines, a Unit Owner will be assessed any expenses incurred by the Association as a result of violation by the Unit Owner or the Unit Owner's occupant, family, guest, invitee, lessee, or renter. Fines and expenses are due and payable by the Unit Owner on the first day of the following month and will incur late fees consistent with the regular monthly assessments. Unpaid fines and expenses will be collected in the same manner as regular monthly assessments.

1. Each Unit shall be used for private residential use only and all Common Elements shall be utilized only in the manner for which they were designed.
2. There shall be no obstruction of the Common Elements nor shall anything be kept or stored in the Common Elements. The Common Elements shall be kept clear of rubbish, debris, and other unsightly materials.
3. All decks, porches, and balconies shall be kept clean, uncluttered, and unobstructed. No items shall be hung or exposed from decks, porches, or balconies. No clothes, sheets, towels, blankets, laundry of any kind, or other articles shall be hung out or exposed on the outside of any unit. In addition, no major appliances (freezer, refrigerator, microwave, washer/dryer, stove, etc.) shall be kept on any porches or balconies at any time.
4. All decorations visible on the exterior of any Unit shall be in good taste and approved by the Board of Directors. All window treatments shall be a neutral color so as to maintain a consistent appearance throughout the Condominium Property. Any and all outdoor decorations/furniture are prohibited from all common walkways unless there is a minimum 42 inch clearance and it has been approved by the architectural committee/board of directors.

5. No immoral, improper, offensive, or unlawful use shall be made of any Unit, Common Elements, or any part thereof and all laws, zoning ordinances, and regulations of all governmental authorities shall be followed.
6. No sign of any kind shall be visible from the exterior of any Unit without approval from the Board of Directors. One "For Sale" real estate sign, which is no larger than ½ the size of one front window, may be placed in one front window of a Unit that is for sale.
7. No unreasonable noise, disturbance, or nuisance shall be carried on, including but not limited to loud vehicles and pets.
8. No noxious or offensive activities shall be carried on, nor shall any outside lighting or sound producing device be used.
9. The Oaks of Fairhope is a non-smoking property. Smoking is prohibited in all Common Elements.
10. No animals or pets of any kind shall be allowed on the Condominium Property without the consent of the Board of Directors. No more than 2 pets shall be housed in any Unit and no pet shall exceed 50 pounds. Pit bulls and other aggressive breeds of dogs shall not be allowed on the Condominium Property. No animals or pets shall be allowed to create or cause any disturbance or nuisance of any kind, including but not limited to barking dogs. The owner of any animal or pet shall pick-up and dispose of all waste created by such animal or pet. Dogs shall be leashed and attended by the owner at all times when outside of a Unit.
11. No Common Element shall be altered or modified without consent from the Board of Directors. This includes, but is not limited to, installation of satellite dishes, cable television, and internet service.
12. No property belonging to the Association shall be removed at any time.
13. No grill or other open flame shall be utilized within 10 feet of any structure. Grills must be stored on porch/balcony when not in use.
14. Each and every person utilizing the pool shall be at least 19 years of age or accompanied by a parent. All visitors to the pool must be accompanied by the Unit Owner. Proper swim attire shall be worn at all times and all toddlers shall wear swim diapers. There shall be no animals, pets, or smoking in the pool area. No parties or events shall be conducted in the pool area without consent from the Board of Directors. Additional pool rules are posted at the pool and shall be obeyed at all times.
15. The speed limit on the Condominium Property is 5 miles per hour. No Unit Owner or Unit Owner's occupant, family, guest, invitee, lessee, or renter shall utilize or obstruct a parking spot assigned to another Unit. No Unit shall have more than 2 vehicles in the

parking lot for such Unit's Owner, occupant, family, guest, invitee, lessee, or renter. Vehicles shall be parked on paved surfaces only and not on grass or sidewalks. No boats, campers, or trailers shall be on the Condominium Property. All vehicles must be parked within a single parking space. No oversized vehicles or vehicles which obstruct the utilization of an adjacent parking space shall be on the Condominium Property. All vehicles shall be operable and have current registration and tag. All vehicles shall be kept in good repair and be free of clutter. The make, model, color, and tag number of all vehicles shall be provided to the Board of Directors. In addition to the fines and expenses contained herein, any vehicle violating any part of these Rules and Regulations may be towed at the discretion of the Board of Directors.

16. All garbage shall be bagged and placed inside the dumpster. Any large or recyclable items shall be taken to the City dump or City recycling center. No furniture or household items shall be placed inside or outside the dumpster.
17. No grease, trash, or other debris that may interfere with the grinder pumps shall be placed in the sewage system.
18. All leases shall be for no less than 12 months. Upon commencement or renewal of any lease, the Unit Owner shall provide the Board of Directors with a copy of the lease, the contact information for all tenants, and a background check for all tenants.

The fines and expenses contained herein are supplementary to any and all remedies provided by the Declaration. These Rules and Regulations do not in any way limit the covenants, restrictions, and enforcement provisions contained in the Declaration.