

EXHIBIT B

Rules and Regulations

See Attached.

THE COLONY AT THE GRAND RULES AND REGULATIONS

Developer and the Board of Directors of The Colony at The Grand Owners' Association, Inc. have adopted these Rules and Regulations (the "Rules and Regulations") in order to maintain the aesthetics and lasting quality of the Property as well as to ensure the long-term viability and the value of all Dwellings and other Improvements constructed within the Property. These Rules and Regulations, as the same may be amended from time to time by the Board, will be binding upon all Owners and Occupants of any Lots and Dwellings within the Property.

These Rules and Regulations are referred to in, and constitute a part of, the The Colony at The Grand Declaration of Covenants, Conditions and Restrictions dated as of _____, 2012 (the "Declaration"). *Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Declaration.* These Rules and Regulations are in addition to all of the terms and provisions set forth in the Declaration. In the event of any conflict or ambiguity between the terms and provisions set forth herein and those set forth in the Declaration, then, except as otherwise expressly provided herein to the contrary, the terms and provisions of the Declaration shall at all times control. Notwithstanding anything provided herein or in the Declaration to the contrary, these Rules and Regulations may be amended at any time and from time to time by the Board (without any consent or approval of any Owner or Mortgagee) in the manner provided in Section 6.13 of the Declaration.

1.01 TRASH, RUBBISH AND NUISANCES.

(a) No trash, garbage, rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of the Property nor shall any nuisance or odors be permitted to exist or operate upon or arise from any Lot or Dwelling which would render any portion thereof unsanitary, unsightly, offensive or detrimental to persons using, occupying or owning any other Lots, Dwellings, Common Areas, or any other real property in close proximity to the Property. Any Owner or Occupant who dumps, places or allows trash or debris to accumulate on his or her Lot or Dwelling or on any other portion of the Property shall be liable to the Association for all costs incurred by the Association to remove the same.

(b) Trash, garbage and any other refuse or waste shall not be kept on any Lot or Dwelling except in sanitary containers or garbage compactor units or dumpsters. Trash cans and containers (including dumpsters) shall at all times be kept at the rear of or inside a Dwelling and shall be screened from view from all roadways within or adjacent to the Property, and all adjacent Lots and Dwellings by appropriate landscaping or fencing approved by the ARC; provided, however, that trash cans and containers may be moved to the side or front yard of any Dwelling on trash collection days so long as such trash cans and containers are removed from the front and side yard promptly after trash has been collected. No trash or refuse collection area shall be maintained within view of any streets within the Property.

(c) No outdoor burning of trash, garbage, leaves, wood, shrubbery or other materials shall be permitted on any Lot or Dwelling unless the same is undertaken in strict accordance with the requirements of all applicable Governmental Authorities. Notwithstanding anything provided herein to the contrary, to the extent any Owner or Occupant violates any requirements of any Governmental Authorities with respect to the outdoor burning of trash, garbage, leaves, wood, shrubbery or other materials, then enforcement of such laws, statutes, ordinances, rules and regulations shall be solely by the applicable Governmental Authority and not the Association.

(d) Noxious or offensive activities shall not be carried on in or from any Lot or Dwelling or in any part of the Common Areas, and each Owner and Occupant shall refrain from any act or use of a Lot or Dwelling which could cause disorderly, unsightly or unkept conditions, result in the cancellation of or increase in insurance coverage or premiums for any portion of the Property or be in violation of any law, statute, ordinance, rule, regulation or requirement of any Governmental Authority.

1.02 MULTI-FAMILY SERVICE AND STORAGE AREAS AND FACILITIES.

(a) No materials, supplies, equipment or machinery shall be stored outside of any Multi-Family Dwelling or Multi-Family Building without the prior written approval of the ARC; provided, however, that temporary storage of construction materials and equipment may be utilized during the construction of any Multi-Family Buildings or any Improvements to the Lot upon which a Multi-Family Building will be constructed so long as the same are removed upon completion of construction.

(b) Each Multi-Family Building shall include a service area of adequate size and location to facilitate trash removal and for the loading and unloading of merchandise, materials and otherwise handling deliveries. All service areas shall be paved, be accessible to a street within the Property, be enclosed on at least three (3) sides and, to the greatest extent possible, be screened from view from any streets within the Property by walls, fencing or landscaping as may be approved by the ARC.

1.03 RECREATIONAL VEHICLES AND MACHINERY AND EQUIPMENT.

(a) Mobile homes, motor homes, trailers of any kind, campers, vans, motorcycles, bicycles, motorized carts and all-terrain vehicles, lawnmowers, tractors, tools, construction machinery and equipment of any type or nature, golf carts, boats and any other type of watercraft, including boat trailers, and any other similar types of vehicles, machinery or equipment shall not be permitted, parked, stored or allowed to remain on any of the streets within the Property or on any Lot or Dwelling unless the same is placed, stored and maintained within a wholly-enclosed structure, with roofing and doors, on such Lot or Dwelling. Any such enclosed structure must be approved by the ARC. Neither the Common Areas nor the roadways within the Property shall be utilized for the parking or storage of any of the foregoing vehicles, recreational vehicles, machinery or equipment; provided, however, that the Board shall have the right (but not the obligation), in its sole and absolute discretion, to designate any portion of the Common Areas for the storage of any of the foregoing vehicles so long as such storage is undertaken in compliance with all rules and regulations adopted by the Board from time to time with respect to the storage of any of the foregoing types of vehicles or equipment, which rules and regulations may include a requirement that a fee be paid to the Association for such storage.

(b) Vehicles used primarily for commercial purposes and vehicles with commercial writings on their exteriors are prohibited from being parked on or within any portion of the Property, including any Lots or Dwellings, except as follows: (i) not more than one (1) pick-up truck or one (1) mini-van containing commercial writings on their exteriors may be parked on any Lot or Dwelling (but only on or within paved parking surfaces of such Lot or Dwelling) and (ii) any other trucks, vans, commercial vehicles and vehicles with commercial writings on their exteriors shall be allowed temporarily within the Property only if (1) such vehicles are necessary in connection with the construction of any Improvements on a Lot or Dwelling or are providing repair or maintenance services on any Lot or Dwelling and (2) such vehicles are not parked overnight on a Lot or Dwelling.

(c) The Board shall have the right at any time and from time to time to adopt rules and regulations with respect to the keeping, storage, parking, operation, use or maintenance of mobile homes, motor homes, tractors, equipment, machinery, trailers (with or without wheels), trucks (other

than pick-up trucks), vans (other than mini-vans used solely for passenger uses), commercial vehicles of any type, campers, motorized campers or trailers, boats or other water craft, boat trailers, motorcycles, motorized bicycles, golf carts, all-terrain vehicles, motorized go-carts and other forms of transportation. No golf carts, all-terrain vehicles, motorized go-carts, four-wheelers, three-wheelers or any other vehicles, machinery or equipment which are not authorized for use on public roadways in the State of Alabama shall be allowed to be operated on any of the streets within the Property; provided, however, that the Board shall have the right (but not the obligation), in its sole and absolute discretion, to authorize the use within the Property of electric golf carts, electric carts, electric vehicles, neighborhood electric vehicles or other types of vehicles which are powered solely by electricity or solar energy subject to compliance with all rules and regulations adopted from time to time by the Association for the operation of such vehicles, which rules and regulations may include a requirement that a fee be paid to the Association for the operation of such vehicles and that the operator of such vehicles be limited to drivers who are a minimum age (which may be higher than sixteen (16) years of age) and who possess a valid driver's license.

1.04 **SWIMMING POOLS AND TENNIS COURTS.** Swimming pools, outdoor hot tubs, reflecting ponds, saunas, whirlpools, lap pools and tennis courts may be constructed, installed and maintained on any Lot or Dwelling but only to the extent that the ARC has approved the same in writing and the construction of the same satisfy all restrictions and requirements imposed by the ARC with respect thereto. Above-ground pools shall not be permitted. The ARC shall have the right to adopt further rules and regulations governing the construction of swimming pools, other outdoor water facilities and amenities and tennis courts within the Property. Swimming pools and tennis courts shall be fenced as may be required by any of the Governmental Authorities, which fencing must also be approved by the ARC.

1.05 **GARAGES, DRIVEWAYS AND PARKING.**

(a) Adequate off-street parking shall be constructed on each Lot as part of the construction of Improvements on such Lot. The size and location of all off-street parking shall be approved by the ARC pursuant to the provisions of the Declaration. With respect to Single-Family Dwellings, each such Single-Family Dwelling shall provide for off-street parking for at least two (2) vehicles (subject to the provisions of Section 1.03 of these Rules and Regulations). Multi-Family Buildings shall provide for off-street parking in size and location and with landscaping as may be approved by the ARC. At a minimum, all Multi-Family Buildings shall satisfy the minimum parking requirements of applicable Governmental Authorities. Any minimum parking requirements established by the ARC for Multi-Family Buildings may be applied to one or more Multi-Family Buildings but not all of the Multi-Family Buildings based on, among other things, the type uses contemplated for such Multi-Family Buildings, any other requirements imposed on such Multi-Family Buildings by the ARC and any other grounds which are consistent with the objectives and purposes of this Declaration, including, purely esthetic considerations, which the ARC may, in its sole and absolute discretion, determine to be necessary to cause such Multi-Family Building and any Improvements thereto to be harmonious with the general plan of development contemplated for the Property. All driveways and sidewalks shall be paved or utilize ARC-approved stone pavers or other materials approved by the ARC; chert, gravel and loose stone driveways and sidewalks are prohibited; provided, however, that, with ARC approval (i) driveways may utilize concrete or asphalt ribbons with grass or other surfaces as approved by the ARC and (ii) gravel and loose stone walkways at the rear of a Dwelling and which are not visible from any roadways within or adjacent to the Property may be allowed. Garage doors shall be constructed of such materials as are approved by the ARC.

(b) Garages must be wholly-enclosed. Garage doors shall be kept closed at all times except when in use. No garage shall be converted to any use other than for the parking of vehicles

therein without the approval of the ARC. All automobiles owned or used by the Owner or Occupant of any Dwelling and their respective family members shall be parked in such garages and garages shall not be used for storage or for any other purposes or uses which would result in the garage being unavailable for the parking of vehicles therein. Non-operable vehicles shall not be stored in any garages if the same would result in any vehicles being parked outside and not in a garage.

(c) In no event shall any automobiles or other vehicles, machinery or equipment be parked or left unattended on or within (i) any areas of a Lot or Dwelling which are not within or part of the driveways or enclosed garages for such Lot or Dwelling, (ii) any Common Areas or (iii) any of the public or private roadways or any alleys within the Property; provided, however, that guests or Owners or Occupants of a Dwelling (but not by any Owners or other Occupants of a Dwelling) may park on the street (but not in alleys) if the driveways and other parking areas on a Lot or Dwelling are fully used and occupied by vehicles so long as such vehicles do not remain parked on or within such roadways for more than 8 hours). Each Lot or Dwelling shall provide for adequate off-street parking (*i.e.*, parking areas located solely within the property lines of such Lot or Dwelling). Vehicles shall be parked only in driveways or in garages. Vehicles shall not be parked on any landscaped or natural areas of a Lot or Dwelling or within any of the Common Areas. No vehicles, machinery or equipment shall be (1) repaired or restored outside an enclosed structure (*e.g.*, a garage) on any Lot or Dwelling or (2) placed on any types of blocks or other types of fixtures or personal property which are located outside of an enclosed garage.

(d) No portion of any Lot may be utilized to provide access, ingress to or egress from any property outside the boundaries of the Property without the express prior written consent of the ARC, which consent may be withheld by the ARC in its sole and absolute discretion.

(e) To the extent any Owner or Occupant or any of their respective builders, contractors, subcontractors, agents, employees, guests or invitees damage or destroy any of streets and roads or any sidewalks, curbing or retaining walls within the Property, then the Owner of such Lot shall promptly cause, at his, her or its sole cost and expense, such damaged streets and roads, sidewalks, curbing or retaining walls to be repaired and replaced in accordance with any and all requirements of the Association and all applicable Governmental Authorities.

(f) With respect to all Multi-Family Buildings, the following additional provisions shall be applicable:

(i) The ARC may establish setback requirements for all parking areas for each Multi-Family Building;

(ii) The ARC may require additional landscaping between parking areas and any public or private streets which may abut or be adjacent to the Lot upon which any such Multi-Family Building will be constructed;

(iii) The ARC must approve all curb cuts providing access to and from any Lot upon which a Multi-Family Building will be constructed and any (1) Access Roads and (2) any adjoining Lot; and

(iv) All parking areas for Multi-Family Buildings shall (1) be paved to provide dust-free all weather surfaces, (2) be adequate in number of parking spaces provided in order to comply with any minimum parking requirements imposed by the ARC, (3) contain adequate driveways and space for removal of vehicles, (4) meet the grade with connecting streets; (5) be striped to designate parking spaces, (6) contain concrete curbing, sidewalks and walkways

as well as proper drainage, (7) satisfy and comply with all requirements of applicable Governmental Authorities and (8) be lighted, utilizing light standards approved by the ARC.

(g) Any vehicle which is inoperable shall be immediately removed from the Property. No Owner or Occupant shall repair or restore any vehicle, machinery or equipment of any kind upon or within any Lot or Dwelling, within or on any public roadway within the Property or within any portion of the Common Areas, except (i) within enclosed garages or workshops or (ii) for emergency repairs and then, only to the extent necessary to enable the immediate movement thereof to a proper repair facility located outside of the Property.

1.06 OUTDOOR FURNITURE, BASKETBALL GOALS, GRILLS, RECREATIONAL FACILITIES AND CLOTHESLINES.

(a) No interior furniture or furnishings (*i.e.*, sofas, appliances, etc.) shall be allowed on the front porches of any Dwelling or outside of any other Dwelling constructed on a Lot; however, except as set forth below, porch swings, rocking chairs, gliders and other types of outdoor furniture, including wicker furniture, shall be allowed. Notwithstanding the foregoing, no molded plastic furniture or furnishings shall be allowed on the front porches of any Dwellings. All front porches must be kept in a neat and orderly condition at all times.

(b) Wood piles, free-standing playhouses, treehouses, children's toys, swing sets, jungle gyms, trampolines, batting cages and other outdoor and recreational or play equipment and appurtenances shall be located (i) so that the same are not visible from any streets and roads and (ii) in a location approved in writing by the ARC.

(c) Basketball backboards shall be located, to the extent practicable, so as not to be visible from any of streets and roads. Basketball backboards shall not be located within the front yards of any Lots and, if located within the side yard of any Lot, must be no closer to the street than 15 feet behind the forwardmost corner of the front façade of the Dwelling on such Lot. Basketball goal backboards shall be of clear Plexiglas or acrylic.

(d) Outside clotheslines or other outside facilities for drying or airing clothes are prohibited on any Lot. No clothing, rugs or other items shall be hung, placed or allowed to remain on any railing, fence or wall of any Single-Family Dwelling or any Multi-Family Building.

(e) Barbecue grills or other types of outdoor cooking equipment and apparatus shall be located only at the side or rear of a Dwelling but only to the extent that the same is not visible from any of streets and roads. No commercial barbecue equipment, including, without limitation, commercial grade smokers and grills, shall be placed, stored or operated on any Lot or Dwelling.

(f) Bird feeders, wood carvings, plaques and other types of home crafts shall not be permitted in the front or side yards of any Lot nor shall any of the foregoing items be attached to the front or side of any Dwelling. All bird feeders, wood carvings, plaques and other types of home crafts shall be located only at the rear of a Dwelling and shall not be visible from any roadways within or adjacent to the Property.

(g) American flags may be displayed at any time so long as the same are of reasonable size, as determined by the ARC, in its sole discretion, and are properly displayed. Any other flags may be maintained on a Lot or any Dwelling for not more than 30 consecutive days during any 365-day period. Banners are not permitted.

- (h) Any weathervanes to be installed on a Dwelling must be approved by the ARC.

1.07 **YARD AND GARAGE SALES.** No yard or garage sales are permitted in the Property unless the same are approved by the Association. The Association shall have the right, in its sole and absolute discretion, to limit, restrict and prohibit any yard, garage, basement or other types of sales within the Property and to adopt additional rules and regulations, as well as charging fees, for any such sales.

1.08 **LANDSCAPING AND TREES.**

(a) **Cutting of Trees and Other Plant Life.** No trees having a diameter at breast height of ten (10) inches or more may be cut, removed or mutilated without first obtaining the prior approval of the ARC; provided, however, that the foregoing shall not be (i) applicable to the cutting and removal of any trees situated within ten (10) feet of the foundation of any Dwelling or any driveways or parking areas for a Lot, (ii) deemed to prohibit the cutting and removal of any dead or diseased trees on a Lot or (iii) applicable to Developer. The provisions of this Section 1.08 shall be applicable at all times, including, without limitation, at the time of construction of a Dwelling on a Lot and after completion of construction of a Dwelling on a Lot. The terms and provisions of this Section 1.08 are in addition to the provisions of Section 5.06 of the Declaration.

(b) **Obstructions.** No plant materials shall be placed or permitted to remain on any Lot if the same would interfere with or obstruct traffic sight-lines for any of streets or roads. The determination of whether any such obstruction exists shall be made by the ARC, whose determination shall be final, conclusive and binding on all Owners.

(c) **Rocks and Rock Walls.** No rocks, rock walls or other substances shall be placed on any Lot as a front or side yard border to prevent vehicles from parking on or pedestrians from walking on any portion of such Lot or to otherwise impede or limit access to the same unless otherwise approved in writing by the ARC. Any walls, including retaining walls, to be constructed on any Lot must be approved by the ARC.

(d) **Native Plants.** Each Owner shall, to the extent practicable, attempt to incorporate into the landscaping plan for his or her Dwelling the natural plant life existing on such Lot and shall otherwise take such steps which would, to the extent practicable, preserve the existing trees, plant life, wild flowers and natural environment, including natural drainage channels, which exist on such Lot. The ARC may from time to time promulgate rules and regulations adopting an approved list of plant life which must be utilized on any Lot or Dwelling, which rules and regulations may also prescribe that a minimum dollar amount be established and utilized as a landscaping budget for each Lot or Dwelling.

(e) **Turf Grass Height.** The Board has the right to adopt turf grass guidelines which, among other things, may mandate that the height of specific types of turf grass not exceed specified heights. All Owners shall abide by any such guidelines.

(f) **Decorations.** Seasonal or holiday decorations (e.g., Christmas trees and lights, pumpkins, Easter decorations) may not be placed on any Lot or Dwelling more than 30 days prior to such holiday and shall be promptly removed from each Lot or Dwelling no later than 20 days following the date of such holiday.

(g) **Maintenance Requirements.** Approval of the ARC should be obtained prior to making landscape changes. All Owners are responsible for properly maintaining a neat appearance of all landscaping visible to the public from any streets or roadways. Regular maintenance includes:

- (1) Regular mowing of grass and removal of grass clippings.
- (2) Treatment to control weeds.
- (3) Pruning of trees and shrubbery.
- (4) Edging grass along curb or gutter, drives, walks and natural areas.
- (5) Regular removal of leaves from all areas of a Lot or Dwelling.
- (6) Regular refreshing of mulch in natural areas and/or planting beds.
- (7) Replacing any dead shrubs or trees, which were part of an approved landscaping plan. Replacements should be of the same type as the original and of an appropriate size.

(h) Curb and Gutter. Rocks and other similar items are not permitted on, in or adjacent to the curb or gutter. Painted house numbers are not permitted on the curb or gutter.

(i) Edging (Border). Edging is permitted only if properly installed and maintained. Acceptable edgings are black plastic, steel, or aluminum. Brick, stone and concrete products are permitted if they repeat materials and colors of the house, while blending with surroundings and having a maximum height of six inches. Poured in place concrete edging is not permitted.

(j) Foundation Plantings. All Dwellings should have shrubs planted along the front foundation. The size, type, spacing and quantity of shrubs required will be evaluated based on the height of the foundation wall (from the ground up to the first floor). Approval of the ARC is required prior to making changes to foundation plantings.

(k) Gardens. All gardens designed for the production of vegetables and flowers for cutting should be located in the rear yard. These gardens are not permissible in front yards. Approval of the ARC is required if a garden will be visible from any street.

(l) Garden Hoses. Garden hoses should be of a subdued color and stored neatly on a hose reel or similar container when not in use.

(m) Landscape Timbers. Landscape timbers and railroad ties should not be used in the front yard, including construction of planters or around trees. Planters should be constructed of masonry to match the house. Neither railroad ties nor landscape timbers should be used for construction of retaining walls in highly visible areas.

(n) Natural Areas And Planting Beds. A fresh layer of pine straw or naturally colored pine bark should be maintained and weed-free in areas not covered with sod, Mondo, Pachysandra, Ivy, or another approved ground cover in the front and side yards of all Dwellings. White rock or other light colored materials are not permitted. A distinction should be maintained between sod or ground cover and natural area by regularly edging along the boundary. The size and location of planting beds should be maintained according to their original condition or subsequently approved landscape plan approved by the ARC. Approval of the ARC is required prior to making changes to the type of mulch used or size and location of planting beds.

1.09 ANIMALS AND PETS. No animals, livestock, reptiles, birds or poultry of any kind shall be kept, raised or bred by any Owner upon any Lot or Dwelling or any other portion of the Property; provided, however, that not more than three (3) dogs or cats (or a combination of dogs and cats so long as the total number does not exceed three (3)) may be kept and maintained on a Lot or Dwelling so long as they are not kept for breeding or commercial purposes. Pets such as snakes, alligators and other reptiles are prohibited. The Board may adopt from time to time a specific listing of permitted and prohibited pets,

including species or types of dogs or other animals which will not be allowed or which will be permitted within the Property. No pet shall be allowed to make an unreasonable amount of noise or become a nuisance. Any structure or area for the care, housing or confinement of any pet (including, without limitation, dog houses, dog runs and other confined areas and spaces) shall be located only at the rear of a Dwelling, shall not be visible from any roadways within or adjacent to the Property and shall be constructed of materials and of a size approved by the ARC. Dogs and cats shall not be allowed to roam unattended within the Property; all dogs shall be kept and maintained within fenced or walled areas on a Lot or Dwelling which are screened with appropriate landscaping approved by the ARC or otherwise under leash. Pets shall not be permitted to leave excrement on the Lot or Dwelling of any other Owner, within any street right-of-way or any portion of the Common Areas and the Owner of such pet shall immediately remove the same. Each Owner shall be liable to the Association for the costs of repairing any damage to the Common Areas caused by the pet of such Owner or Occupant. Notwithstanding anything provided herein to the contrary, to the extent any Owner or Occupant violates any requirements of any Governmental Authority with respect to any pets or other animals maintained by such Owner or Occupant on or within any Lot or Dwelling or within any portion of the Property, then enforcement of such Governmental Requirements shall be solely by the applicable Governmental Authority and not the Association.

1.10 **EXTERIOR LIGHTING.** All exterior lighting for any Dwelling, including, without limitation, free standing lighting, accent lighting and utility (e.g., flood) lighting, must be approved by the ARC.

1.11 **FENCES.** No chain link or vinyl coated fences shall be allowed on any Lot. All fences, including the height, materials to be used, paint colors, style or architectural features of such fences and the location of any fences, must be approved in writing by the ARC.

1.12 **WINDOWS, WINDOW TREATMENTS AND DOORS.**

(a) Reflective glass shall not be permitted on the exterior of any Dwelling. Appropriate window treatments shall be used on all windows. No foil or other reflective materials shall be installed on any windows or used for sunscreens, blinds, shades or other purposes. Sheets, bed linens, blankets and paper or plastic bags or similar items are not appropriate window treatments.

(b) The ARC may adopt guidelines for the types of windows and materials from which windows may be constructed on any Dwelling. All exterior doors on any Dwelling or other Improvements on a Lot must be approved by the ARC as to style, materials used, color, size and types of door hardware to be utilized. Burglar bars on windows and doors shall not be permitted. Screen doors shall be authorized only on the rear of a Dwelling. No aluminum or metal doors with glass fronts (e.g., storm doors) shall be allowed on the front of any Dwelling.

1.13 **MAILBOXES.**

(a) With respect to all Single-Family Dwellings, each Single-Family Dwelling shall have only one (1) mailbox; provided, however, that the ARC may authorize and require that double mailboxes containing only one post be located at or near the common property line of two (2) Single-Family Dwellings which will serve both Single-Family Dwellings. All mailboxes shall be of the type, design, color and location as may be established in the Architectural Standards or approved by the ARC. Mailboxes shall contain only the house number of the Single-Family Dwelling as approved by the ARC, but no further inscription, paintings, ornaments or artistry shall be allowed.

(b) With respect to all Multi-Family Buildings, the ARC may require either a mailroom, kiosk or other common facility for the delivery of mail to the Multi-Family Dwellings within such Multi-Family Building. Such mail facility must be approved as to location and design by the ARC.

1.14 HVAC EQUIPMENT.

(a) No window-mounted heating or air conditioning units or window fans shall be permitted.

(b) All HVAC equipment for Single-Family Dwellings shall be located either on the side or at the rear of such Single-Family Dwelling. All HVAC equipment for any Multi-Family Dwellings shall be located either on top of the Multi-Family Building in which such Multi-Family Dwellings are situated or on a ground location approved by the ARC.

(c) All HVAC equipment must be appropriately screened with landscaping, which screening must be approved by the ARC.

1.15 SATELLITE DISHES AND ANTENNAE.

(a) With respect to Single-Family Dwellings, (i) one (1) satellite dish no more than two (2) feet in diameter may be installed on a Dwelling so long as (1) the same is not visible from any roadway within or adjacent to the Property and (2) the location of such satellite dish is approved by the ARC; (ii) no radio antenna, radio receiver or other similar device or aerial shall be attached to or installed on a Single-Family Dwelling or the Lot of such Single-Family Dwelling unless the same is (1) contained entirely within the interior of a building or other structure, (2) not visible from any Roadway within or adjacent to the Property or any adjacent Lot or Dwelling and (3) approved by the ARC.

(b) With respect to any Multi-Family Dwelling or Multi-Family Building, no satellite dishes or radio, telephone (including cellular) or telecommunication antennae, receivers, aerials or similar devices shall be attached to or installed on any such Multi-Family Dwelling or on the Multi-Family Building, unless the same are approved by the ARC, which approval may be conditioned upon, among other things, that such devices not be visible from any other Dwellings within the Property or from any streets within the Property.

(c) No radio or television signals or any other form of electromagnetic radiation or transmission shall be permitted to originate from any Lot or Dwelling which may interfere with the reception of radio or television signals within the Property or any other real property situated in close proximity to the Property.

1.16 BULLETIN BOARDS. No notices, flyers or advertisements shall be posted on or within the Common Areas or any streets and roads of the Property, including any bulletin boards within or on any of the Common Areas of the Property, without the prior written approval of the Board.

1.17 COMPLAINTS. Complaints regarding any services or the condition of any portion of the Property shall be made in writing to the Board.

1.18 CONTROLLED SUBSTANCES. Controlled Substances (as defined by state and federal laws), other than those prescribed by a physician for medical reasons or carried as inventory by doctors or physicians having a residence in the Property, are not permitted on or within any portion of the Property.

1.19 **DAMAGE TO PROPERTY.** All Owners will be held responsible for the conduct of their Occupants while on or within any portion of the Property and for their adherence to all of these Rules and Regulations. Each Owner shall be responsible and reimburse the Association or third parties for any damage to any of the Common Areas or to the property of any third party caused by such Owner or any Occupants of the Dwelling of such Owner.

1.20 **KEYS.** If any key or keys are entrusted by any Owner or Occupant to an employee of the Association, whether to any Improvements on an Owner's Lot or for any automobile, truck, vehicle or other item of personal property, then (a) the acceptance of such key or keys shall be at the sole risk of such Owner, (b) neither the Board nor the Association shall be liable for any injury, loss or damage of any nature, whatsoever, directly or indirectly, resulting therefrom or connected therewith and (c) such Owner does indemnify, agree to defend and hold the Board and the Association harmless from and against any and all claims, demands, causes of action, losses, damages, fines, penalties, liabilities, costs and expenses, including reasonable attorneys' fees and expenses, suffered, paid or incurred by the board or the Association as a result of any damage or injury to person (including death) or property caused by or resulting from the entrustment of any such keys to any employee of the Association..

1.21 **FIREARMS AND FIREWORKS.** Firearms and ammunition are not permitted on or within any of the Common Areas of the Property. The use or discharge of any firearms within the Property is prohibited. The use or discharge of any fireworks within the Property is prohibited, unless undertaken in conjunction with an event approved in writing by the Association and all applicable Governmental Authorities.

1.22 **FLAMMABLE AND TOXIC SUBSTANCES.** No Owner or Occupant shall at any time bring into or keep on or within any portion of the Property any flammable, combustible, explosive or other harmful fluids, chemicals or substances or any toxic or hazardous waste or substance except as shall be necessary and appropriate for lawn and landscaping maintenance activities on such Lot or Dwelling, for generators used on such Lot or Dwelling or as maybe otherwise permitted by the Board; provided, however, the foregoing shall not be applicable to the Association in connection with the maintenance and operation of any of the Property or to Developer in connection with the development of any portion of the Property or any real property owned by Developer situated adjacent thereto or in close proximity therewith. Gasoline containers for any of the above approved uses shall be stored inside a Dwelling or in a separate accessory building on the applicable Lot or Dwelling and shall be stored in accordance with all applicable Government Requirements.

1.23 **RADIOS, STEREOS AND NOISE.**

(a) No Owner or Occupant shall play upon or cause to be played upon any musical instrument or otherwise operate or permit to be operated any radio, stereo, compact disk or tape player, television, loudspeaker or other sound amplification device in or upon any Lot or any Improvements thereto or any of the Common Areas if the same shall disturb or annoy any other Owners or Occupants of the Property or which violate the Architectural Standards. Between the hours of 10:00 p.m. and 9:00 a.m. of the following day, no music or other sounds produced by musical instruments, radios, stereos, compact disk or tape player, televisions, loudspeakers and other sound amplification devices shall be allowed on or within any of the Common Areas or be allowed to be generated or produced from any Lots or any Improvements thereto to the extent such sounds can be heard outside of the Improvements on such Lot during such hours.

(b) No construction repair work or other installation work involving noise shall be conducted in or upon any Lot except on weekdays (not including legal holidays) and only between the hours of 7:00 a.m. and dusk, unless such construction or repair work is necessitated by an emergency.

(c) No exterior speakers, horns, whistles bells or other sound devices, other than security or fire alarm devices used exclusively for such purposes, shall be located, used or placed upon any Dwelling without the prior written approval of the ARC and the satisfaction of all rules and regulations of all applicable Governmental Authorities.

(d) No Owner or Occupant shall operate a lawnmower, edger, trimmer, leaf blower, chain saw or similar yard maintenance equipment prior to 7:00 a.m. or after dusk.

(e) Notwithstanding anything provided herein to the contrary, the provisions of this Section 1.23 shall not be applicable to Developer, the Association or to any community events sponsored or approved by the Board or Developer.

1.24 **SIGNAGE.** All building and other signage (whether attached to dwelling or constructed as a free standing sign) must be approved by the ARC. Notwithstanding anything provided herein to the contrary, the ARC may establish and prescribe signage standards and requirements which standards and requirements may be applied to one or more Dwellings but not all of the Dwellings based on, among other things, the type uses contemplated for such Dwelling, any other requirements imposed on such Dwelling by the ARC pursuant to the terms of the Declaration, and any other grounds which are consistent with the objectives and purposes of the Declaration, including purely aesthetic considerations, which the ARC may, in its sole and absolute discretion, determine to be necessary to cause such Dwelling and any Improvements thereto to be harmonious with the general plan of development contemplated for the Property. Billboards are prohibited within the Property.

1.25 **OBSTRUCTIONS.** No walkways, sidewalks, entrances or streets and roads within the Property which constitute Common Areas shall be obstructed or encumbered or used for any purposes other than ingress or egress nor shall such areas be used for the storage of any personal property. Any personal property of an Owner or Occupant (other than vehicles and personal property located outside a Dwelling which is specifically allowed by these Rules and Regulations or which have been approved by the ARC) must be stored within (inside) the Improvements situated on a Lot.

1.26 **ACCESSORY BUILDINGS.**

(a) The use of accessory buildings (*i.e.*, gazebos, storage buildings, gazebos, pavilions and other similar buildings which are detached from a Dwelling), in general, is discouraged (other than for attached and detached garages which are allowed as accessory buildings) and will be subject to strict review and scrutiny by the ARC. Greenhouses, storage sheds or buildings, storage spaces and other structures, if any, must be incorporated into the design of the Dwelling and plans and specifications for any such accessory buildings must be submitted to, reviewed by and approved by the ARC. No accessory building shall be constructed on a Lot prior to construction of a Dwelling on such Lot. Any structure or area for the care, housing or confinement of any pet (including, without limitation, dog houses, dog runs and other confined areas and spaces) shall be located only at the rear of a Dwelling, shall not be visible from any roadways within or adjacent to the Property and shall be constructed of materials and of a size approved by the ARC.

(b) No temporary housing or shelters and no trailer, shack, tent, barn, shed, storage shed, tool shed, utility building, portable building, storage building, portable storage building, stable, poultry house or yard, rabbit hut, treehouse, dollhouse or other outbuilding or structure of any kind, shall

be permitted, constructed, installed or allowed to remain on any Lot or Dwelling; provided, however, that the foregoing shall not be deemed to prohibit (i) any detached garages or other structures which are approved in writing by the ARC, (ii) to the extent approved by the ARC, dog houses for not more than three (3) dogs so long as such dog houses are visibly screened with landscaping from view from all roadways within or adjacent to the Property, (iii) to the extent approved by the ARC, temporary structures for social functions as may be permitted by the rules and regulations of the Board, (iv) construction trailers and/or sales offices of Developer or (v) any of the foregoing structures, buildings or other improvements which constitute Common Areas.

1.27 **PESTICIDES AND FERTILIZATION.** The Board may adopt rules and regulations regarding the types of pesticides and fertilizers which may be used whether the Property, including prohibiting or limiting the uses of certain pesticides and fertilizers along, around or near any wetlands, streams, creeks, ponds, lakes or rivers which flow through any portion of the Property.

1.28 **REZONING.** No Owner shall seek or obtain any rezoning of such Owner's Lot or Dwelling without first obtaining the prior written consent of (a) Developer prior to the Turnover Date or (b) the Board after the occurrence of the Turnover Date.

1.29 **DEED RESTRICTIONS.** To the extent any use restrictions or density restrictions are included in the deed to any Lot, then any amendments or modifications to such restrictions must be approved in writing by the grantor in such deed (or its assignee or designee).

1.30 **LEASING REGULATIONS.** The Board may adopt rules and regulations from time to time regarding the leasing of any Dwelling, including, without limitation, establishing minimum rental periods for any Dwelling; provided, however, that any such leasing rules and regulations shall have no effect on any existing lease of any Dwelling which was in full force and effect as the date on which the Board adopts any such leasing rules and regulations.

1.31 **BALCONIES AND PATIOS FOR MULTI-FAMILY BUILDINGS.**

(a) Only outdoor furniture (i.e., furniture designed for outdoor use, but subject to the restrictions set forth in Section 1.06 of these Rules and Regulations) such as, but not limited to, outdoor seating, chairs and tables, may be utilized on or within the balcony or patio areas of any Multi-Family Dwelling. In no event shall appliances of any kind, barbeque grills, smokers, outdoor cooking devices, outdoor heaters which burn any type of combustible products or other types of outdoor stoves which burn combustible products, be placed, stored, erected, installed, operated or maintained on any balcony of any Multi-Family Dwelling.

(b) No towels, banners, flags, clothing, window or sun shades shall be erected, placed, installed or maintained on any balcony or patio area of a Multi-Family Dwelling.

(c) No plants or plantings shall be installed, placed, or maintained on any balcony or patio area of a Multi-Family Dwelling without the prior written consent of the Board.

(d) No animals, including, without limitation, dogs, cats, birds and squirrels, shall be fed on or from any balcony or patio area of a Multi-Family Dwelling. Furthermore, no animals, including, without limitation, dogs, cats and birds shall be left unattended on any balcony or patio area of a Multi-Family Dwelling.

(e) In no event shall any bicycles, scooters, or similar equipment or devices be placed, stored or maintained, either temporarily or permanently, on or within the balcony or patio areas of

any Multi-Family Dwelling to the extent the same are visible from any of the streets or access ways which provide access to any portions of the Property.

1.32 **ADDITIONAL COVENANTS.** In addition to the terms and provisions of this Declaration, any portion of the Property may be subject to a Sub-Declaration and any rules, regulations and use requirements and restrictions set forth therein. In the event of any conflict or ambiguity between the terms and provisions of this Declaration or these Rules and Regulations and any Sub-Declaration, then the terms and provisions of this Declaration and these Rules and Regulations shall at all times control.

1.33 **ADDITIONAL RULES AND REGULATIONS.** These Rules and Regulations are subject to change, modification, amendment, rescission and enlargement at any time and from time to time by action of the Board of Directors of the Association, without the consent or approval of the Owners or Mortgagees of any Lot or Dwelling. All Owners and Occupants shall be bound by and agree to comply with all additional Rules and Regulations adopted from time to time by the Board as well as any and all changes, modifications, amendments, rescissions and enlargements of these Rules and Regulations.

CONSENT OF MORTGAGEE

This Consent of Mortgagee (this "Consent") is made and entered into as of the 6th day of June, 2012 by **THE TEACHERS RETIREMENT SYSTEM OF ALABAMA**, an instrumentality of the State of Alabama formed as a public corporation, and **THE EMPLOYEES' RETIREMENT SYSTEM OF ALABAMA**, an instrumentality of the State of Alabama formed as a public corporation (collectively, "Mortgagee").

RECITALS:

Mortgagee is the holder of that certain (a) Amended and Restated Future Advance Mortgage dated as of December 12, 2005 executed by Point Clear Partners, LLC, a Delaware limited liability company ("PCP"), recorded as Instrument Number 941988, pages 1 through 38 in the Office of the Judge of Probate of Baldwin County, Alabama (the "Probate Office"), as amended by First Amendment thereto dated as of September 19, 2006 and recorded as Instrument Number 1003093, pages 1 through 8, in the Probate Office, as further amended by Second Amendment thereto dated as of March 16, 2007 and recorded as Instrument Number 1037944, pages 1 through 5, in the Probate Office and as further amended by Third Amendment thereto dated as of May 15, 2008 and recorded as Instrument Number 1116934, pages 1 through 8, in the Probate Office (collectively, the "First Mortgage") and (b) Future Advance Mortgage dated September 27, 2006 executed by Bayview II Developer, LLC, an Alabama limited liability company ("Bayview II"), recorded as Instrument Number 1004412, pages 1 through 40 in the Probate Office, as amended by First Amendment thereto dated as of May 15, 2008 and recorded as Instrument Number 1116936, pages 1 through 6, in the Probate Office (collectively, the "Additional Mortgage").

Both the First Mortgage and the Additional Mortgage (collectively, the "Mortgage") encumber all of the Property, as defined and described in the Declaration (as defined below).

This Consent is attached to and forms a part of that certain The Colony at The Grand Declaration of Covenants, Conditions and Restrictions (the "Declaration"), pursuant to which the Property, as defined in the Declaration, has been encumbered by and subjected to all of the terms and provisions of the Declaration.

Mortgagee desires to consent to the execution and delivery by PCP and Bayview II of the Declaration and to also agree that, following the foreclosure of the Mortgage, the rights and interests of all of the parties to the Declaration shall not be affected thereby. *Capitalized terms not otherwise expressly defined herein shall have the same meanings given to them in the Declaration.*

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagee does hereby covenant and agree as follows:

1. Mortgagee does hereby consent to the execution of the Declaration by PCP and Bayview II and the submission and encumbrance of the Property to the terms and provisions of the Declaration.

2. Mortgagee does hereby agree that, upon and after a foreclosure of the Mortgage, the granting of any deed in lieu of foreclosure or the taking of any other action by Mortgagee under the Mortgage which results in Mortgagee acquiring title to or any interest in the Property (collectively, a "Foreclosure Action"), then (a) the Declaration and all of the rights and privileges under the Declaration shall not be affected or disturbed by virtue of such Foreclosure Action, but shall continue in full force and effect, (b) each and every party to the Declaration and their respective successors and assigns shall

continue to have the right to enjoy all of the rights and privileges set forth in the Declaration without any interference by any person claiming by, through or under Mortgagee, (c) Mortgagee or any purchaser at foreclosure, as applicable, shall succeed to the interests of PCP under the Declaration and shall be bound by all of the terms and provisions of the Declaration; provided, however, that in no event shall Mortgagee (or any purchaser at foreclosure) be bound by any amendments or modifications to the Declaration not consented to in writing by Mortgagee and (d) Mortgagee (or any purchaser at foreclosure) shall execute any documents or instruments reasonably requested by any of the parties to the Declaration and their respective successors and assigns to confirm that all of the terms and provisions of the Declaration shall continue in full force and effect following any such Foreclosure Action.

3. All notices required or permitted to be given to Mortgagee under the Declaration shall be sent to Mortgagee at the following address:

The Teachers' Retirement System of Alabama, as Agent for
The Teachers' Retirement System of Alabama and
The Employees' Retirement System of Alabama
c/o Dr. David G. Bronner, Secretary/Treasurer
Retirement Systems of Alabama
201 South Union Street
Montgomery, Alabama 36104

with a copy to:

J. Kris Lowry, Esq.
Maynard, Cooper & Gale, P.C.
1901 Sixth Avenue North
2400 AmSouth/Harbert Plaza
Birmingham, Alabama 35203-2618

[The remainder of this page has been left intentionally blank]

By: [Signature]
Its: CEO

By: [Signature]
Its: CSO

COUNTY OF MONTGOMERY

Given under my hand and official seal this the 13 day of May, 2012.

Notary Public
My Commission Expires: 1/18/15

STATE OF ALABAMA

)

:

COUNTY OF MONTGOMERY

)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that David G. Branner, whose name as CEO of THE EMPLOYEES' RETIREMENT SYSTEM OF ALABAMA, an instrumentality of the State of Alabama, formed as a public corporation, 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, he, as such officer and with full authority, executed the same voluntarily, for and as the act of said public corporation.

Given under my hand and official seal this the 15 day of May, 2012.

William G. Weibard

Notary Public

[NOTARIAL SEAL]

My Commission Expires: 1/18/15

CONSENT OF OWNERS

The undersigned, Bayview II Developer, LLC, is the owner(s) of Units 102, 103, 105, 106, 201, 202, 207, 301, 302, 306, 307, 401, 402, 403, 405, 406, 407, 501, 504, 505, 506, 507, 601, 602, 603, 604, 605, 606, 702, 704, 705, 801, 802, ~~803~~, 804, 805, 806 and 807, according to the Declaration of Condominium of Bayview II Condominium dated as of May 15, 2008 and recorded as Instrument Number 1116935, Pages 1 through 142 in the Office of the Judge of Probate of Baldwin County, Alabama, as amended, together with the Allocated Interest attributable to said Unit, does hereby consent to and agree to be bound by all of the terms and provisions of The Colony at The Grand Declaration of Covenants, Conditions and Restrictions to which this Consent of Owners is attached.

Dated as of the 15th day of December, 2011.

Bayview II Developer, LLC

By: Daniel Management Corporation,
Its Manager

By: [Signature]
Its: Sr. Vice President

STATE OF ALABAMA)

COUNTY OF JEFFERSON)

I, the undersigned, a notary public in and for said county in said state, hereby certify that John D. Gunderson, whose name as Sr. Vice President of Daniel Management Corporation, as Manager of Bayview II Developer, LLC, 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, he executed the same voluntarily on behalf of Daniel Management Corporation, manager of Bayview II Developer, LLC.

Given under my hand and official seal this 15th day of December, 2011.

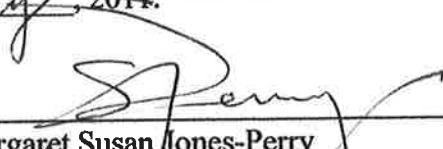
[Signature: Debbie D. Stephens]
Notary Public
My commission expires: 4-5-2014

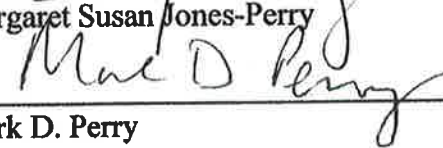
[NOTARIAL SEAL]

CONSENT OF OWNERS

The undersigned, Margaret Susan Jones-Perry and Mark D. Perry, as the owners of Unit 502, according to the Declaration of Condominium of Bayview II Condominium dated as of May 15, 2008 and recorded as Instrument Number 1116935, Pages 1 through 142 in the Office of the Judge of Probate of Baldwin County, Alabama, as amended, together with the Allocated Interest attributable to said Unit, do hereby consent to and agree to be bound by all of the terms and provisions of The Colony at The Grand Declaration of Covenants, Conditions and Restrictions to which this Consent of Owners is attached.

Dated as of the 16th day of January, ~~2011~~ ^{SP MS} 2012


Margaret Susan Jones-Perry

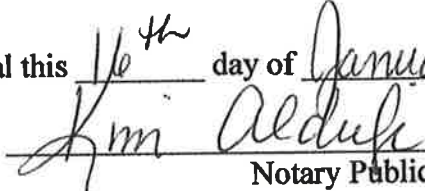

Mark D. Perry

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Margaret Susan Jones and Mark D. Perry, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 16th day of January, ~~2011~~ ^{SP MS} 2012

[NOTARIAL SEAL]


Notary Public

My commission expires: _____

My Commission
Expires 11-10-2012

CONSENT OF OWNERS

The undersigned, Margaret Graves, as the owner of Unit 703, according to the Declaration of Condominium of Bayview II Condominium dated as of May 15, 2008 and recorded as Instrument Number 1116935, Pages 1 through 142 in the Office of the Judge of Probate of Baldwin County, Alabama, as amended, together with the Allocated Interest attributable to said Unit, does hereby consent to and agree to be bound by all of the terms and provisions of The Colony at The Grand Declaration of Covenants, Conditions and Restrictions to which this Consent of Owners is attached.

Dated as of the 2 day of 2, 2011.

Margaret Graves

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Margaret Graves whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 2nd day of February, 2017.

Notary Public
My commission expires: _____

[NOTARIAL SEAL]

MY COMMISSION EXPIRES NOVEMBER 17, 2015

CONSENT OF OWNERS

The undersigned, Mark Fagan and Pamela Fagan, as the owners of Unit 206, according to the Declaration of Condominium of Bayview II Condominium dated as of May 15, 2008 and recorded as Instrument Number 1116935, Pages 1 through 142 in the Office of the Judge of Probate of Baldwin County, Alabama, as amended, together with the Allocated Interest attributable to said Unit, do hereby consent to and agree to be bound by all of the terms and provisions of The Colony at The Grand Declaration of Covenants, Conditions and Restrictions to which this Consent of Owners is attached.

Dated as of the 1 day of February, 2011.

Mark Fagan
Mark Fagan

Pamela Fagan
Pamela Fagan

STATE OF ALABAMA)
COUNTY OF ~~BALDWIN~~)
Caldwell

I, the undersigned, a notary public in and for said county in said state, hereby certify that Mark Fagan and Pamela L Fagan, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 1 day of February, ²⁰¹²2011.

[Signature]
Notary Public

[NOTARIAL SEAL]

My commission expires: 4-26-14

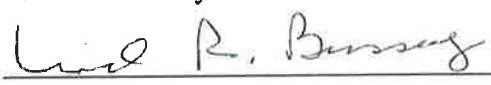
CONSENT OF OWNERS

The undersigned, John W. Bussey and Lind R. Bussey, as the owners of Unit 101, according to the Declaration of Condominium of Bayview II Condominium dated as of May 15, 2008 and recorded as Instrument Number 1116935, Pages 1 through 142 in the Office of the Judge of Probate of Baldwin County, Alabama, as amended, together with the Allocated Interest attributable to said Unit, do hereby consent to and agree to be bound by all of the terms and provisions of The Colony at The Grand Declaration of Covenants, Conditions and Restrictions to which this Consent of Owners is attached.

Dated as of the 16th day of January, ~~2011~~ ²⁰¹²



John W. Bussey

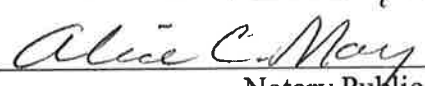


Lind R. Bussey

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned, a notary public in and for said county in said state, hereby certify that John W. Bussey and Lind R. Bussey, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 16th day of January, ~~2011~~ ²⁰¹²



Notary Public
My commission expires: 12-5-12



CONSENT OF OWNERS

The undersigned, Reneau P. Almon and Debbie P. Almon, as the owners of Unit 305, according to the Declaration of Condominium of Bayview II Condominium dated as of May 15, 2008 and recorded as Instrument Number 1116935, Pages 1 through 142 in the Office of the Judge of Probate of Baldwin County, Alabama, as amended, together with the Allocated Interest attributable to said Unit, do hereby consent to and agree to be bound by all of the terms and provisions of The Colony at The Grand Declaration of Covenants, Conditions and Restrictions to which this Consent of Owners is attached.

Dated as of the 17 day of Dec, 2011.

Reneau P. Almon

Reneau P. Almon

Debbie P. Almon

Debbie P. Almon

STATE OF ALABAMA)
COUNTY OF ~~BALDWIN~~ Montgomery)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Reneau P. Almon and Debbie P. Almon, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 17th day of December, 2011.

[NOTARIAL SEAL]

[Signature]
Notary Public

My commission expires: 11/30/14

CONSENT OF OWNERS

The undersigned, Andrew J. Rudnick, as the owner of Unit 607, according to the Declaration of Condominium of Bayview II Condominium dated as of May 15, 2008 and recorded as Instrument Number 1116935, Pages 1 through 142 in the Office of the Judge of Probate of Baldwin County, Alabama, together with the Allocated Interest attributable to said Unit, does hereby consent to and agree to be bound by all of the terms and provisions of The Colony at The Grand Declaration of Covenants, Conditions and Restrictions to which this Consent of Owners is attached.

Dated as of the 30 day of ^{June}~~May~~, 2011.

[Handwritten signature]

Andrew J. Rudnick

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Andrew J. Rudnick, whose name 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, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 30th day of June, 2011.

Notary Public

My commission expires:

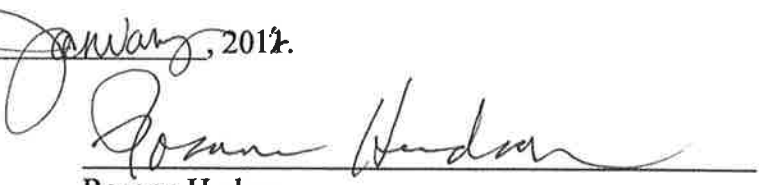
[NOTARIAL SEAL]

Hand
8/24/13

CONSENT OF OWNERS

The undersigned, Rosann Hudson, as the owner of Unit 303, according to the Declaration of Condominium of Bayview II Condominium dated as of May 15, 2008 and recorded as Instrument Number 1116935, Pages 1 through 142 in the Office of the Judge of Probate of Baldwin County, Alabama, as amended, together with the Allocated Interest attributable to said Unit, does hereby consent to and agree to be bound by all of the terms and provisions of The Colony at The Grand Declaration of Covenants, Conditions and Restrictions to which this Consent of Owners is attached.

Dated as of the 3rd day of January, 2012.



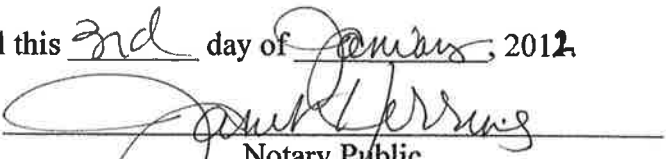
Rosann Hudson

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Jane Herring whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 3rd day of January, 2012.

[NOTARIAL SEAL]



Notary Public
My commission expires: Aug, 30, 2012

CONSENT OF OWNER

The undersigned, Gloria J. deShazo, as the owner of Unit 107, according to the Declaration of Condominium of Bayview II Condominium dated as of May 15, 2008 and recorded as Instrument Number 1116935, Pages 1 through 142 in the Office of the Judge of Probate of Baldwin County, Alabama, together with the Allocated Interest attributable to said Unit, does hereby consent to and agree to be bound by all of the terms and provisions of The Colony at The Grand Declaration of Covenants, Conditions and Restrictions to which this Consent of Owners is attached.

Dated as of the 17th day of March, 2011.



Gloria J. deShazo

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Gloria J. deShazo, whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 17th day of March, 2011.



Notary Public
My commission expires: 8/24/13

[NOTARIAL SEAL]

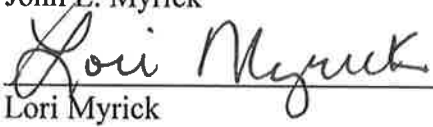
CONSENT OF OWNERS

The undersigned, John L. Myrick and Lori Myrick, as the owners of Unit 203, according to the Declaration of Condominium of Bayview II Condominium dated as of May 15, 2008 and recorded as Instrument Number 1116935, Pages 1 through 142 in the Office of the Judge of Probate of Baldwin County, Alabama, as amended, together with the Allocated Interest attributable to said Unit, do hereby consent to and agree to be bound by all of the terms and provisions of The Colony at The Grand Declaration of Covenants, Conditions and Restrictions to which this Consent of Owners is attached.

Dated as of the 15th day of December, 2011.



John L. Myrick

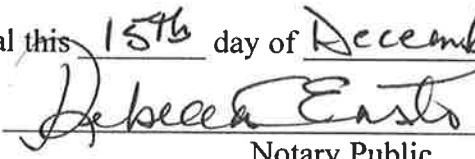


Lori Myrick

STATE OF ~~ALABAMA~~ Florida)
COUNTY OF ~~BALDWIN~~ Escambia)

I, the undersigned, a notary public in and for said county in said state, hereby certify that John Myrick and Lori Myrick, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

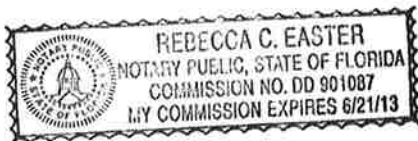
Given under my hand and official seal this 15th day of December, 2011.



Notary Public

My commission expires: _____

[NOTARIAL SEAL]



CONSENT OF OWNERS

The undersigned, Kenneth M. Vittitow and Suellen J. Vittitow, as the owners of Unit 205, according to the Declaration of Condominium of Bayview II Condominium dated as of May 15, 2008 and recorded as Instrument Number 1116935, Pages 1 through 142 in the Office of the Judge of Probate of Baldwin County, Alabama, as amended, together with the Allocated Interest attributable to said Unit, do hereby consent to and agree to be bound by all of the terms and provisions of The Colony at The Grand Declaration of Covenants, Conditions and Restrictions to which this Consent of Owners is attached.

Dated as of the 15th day of December, 2011.

Kenneth Vittitow
Kenneth M. Vittitow

Suellen J. Vittitow
Suellen J. Vittitow

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Kenneth M. Vittitow and Suellen J. Vittitow, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 15th day of December, 2011.

S. O. Ell
Notary Public

[NOTARIAL SEAL]

My commission expires: 3/23/2014

CONSENT OF OWNERS

The undersigned, James ^{J. gr} ~~L.~~ Rosser and Barbara Allen Rosser, as the owners of Unit 404, according to the Declaration of Condominium of Bayview II Condominium dated as of May 15, 2008 and recorded as Instrument Number 1116935, Pages 1 through 142 in the Office of the Judge of Probate of Baldwin County, Alabama, as amended, together with the Allocated Interest attributable to said Unit, do hereby consent to and agree to be bound by all of the terms and provisions of The Colony at The Grand Declaration of Covenants, Conditions and Restrictions to which this Consent of Owners is attached.

Dated as of the 15 day of December, 2011.

James ~~L.~~ Rosser

Barbara Allen Rosser
Barbara Allen Rosser

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Barbara Allen Rosser and _____, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 15th day of December, 2011.

SL D. Ell

Notary Public

[NOTARIAL SEAL]

My commission expires: 3/23/2014

CONSENT OF OWNERS

The undersigned, Joseph M. Lockwood and Rosie Lynn Lockwood, as the owners of Unit 304, according to the Declaration of Condominium of Bayview II Condominium dated as of May 15, 2008 and recorded as Instrument Number 1116935, Pages 1 through 142 in the Office of the Judge of Probate of Baldwin County, Alabama, as amended, together with the Allocated Interest attributable to said Unit, do hereby consent to and agree to be bound by all of the terms and provisions of The Colony at The Grand Declaration of Covenants, Conditions and Restrictions to which this Consent of Owners is attached.

Dated as of the 15th day of December, 2011.

Joseph M. Lockwood

Joseph M. Lockwood

Rosie Lynn Lockwood

Rosie Lynn Lockwood

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned, a notary public in and for said county in said state, hereby certify that John M. Lockwood and Rosie Lynn Lockwood, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 15th day of December, 2011.

S. D. Ell

Notary Public

[NOTARIAL SEAL]

My commission expires: 3/23/2014

CONSENT OF OWNERS

The undersigned, Irene B. White and Wendy Lu Womble, as the owners of Unit 104, according to the Declaration of Condominium of Bayview II Condominium dated as of May 15, 2008 and recorded as Instrument Number 1116935, Pages 1 through 142 in the Office of the Judge of Probate of Baldwin County, Alabama, as amended, together with the Allocated Interest attributable to said Unit, do hereby consent to and agree to be bound by all of the terms and provisions of The Colony at The Grand Declaration of Covenants, Conditions and Restrictions to which this Consent of Owners is attached.

Dated as of the 15 day of Dec, 2011.

Irene B. White
Irene B. White

Wendy Lu Womble

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned, a notary public in and for said county in said state, hereby certify that _____ and Irene B. White, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 15th day of December, 2011.

[Signature]
Notary Public

[NOTARIAL SEAL]

My commission expires: 3/23/2014

CONSENT OF OWNERS

The undersigned, Sheila T. Mickler, as the owner of Unit 204, according to the Declaration of Condominium of Bayview II Condominium dated as of May 15, 2008 and recorded as Instrument Number 1116935, Pages 1 through 142 in the Office of the Judge of Probate of Baldwin County, Alabama, as amended, together with the Allocated Interest attributable to said Unit, does hereby consent to and agree to be bound by all of the terms and provisions of The Colony at The Grand Declaration of Covenants, Conditions and Restrictions to which this Consent of Owners is attached.

Dated as of the 15th day of Dec., 2011.

Sheila T. Mickler

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Sheila T. Mickler whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 15th day of December, 2011.

St. Ell.

Notary Public

[NOTARIAL SEAL]

My commission expires: 3/23/2014

CONSENT OF OWNERS

The undersigned, Thomas H. Griffith and Susan M. Griffith, as the owners of Unit 803, according to the Declaration of Condominium of Bayview II Condominium dated as of May 15, 2008 and recorded as Instrument Number 1116935, Pages 1 through 142 in the Office of the Judge of Probate of Baldwin County, Alabama, as amended, together with the Allocated Interest attributable to said Unit, do hereby consent to and agree to be bound by all of the terms and provisions of The Colony at The Grand Declaration of Covenants, Conditions and Restrictions to which this Consent of Owners is attached.

Dated as of the 17th day of April, 2012.

Thomas H. Griffith
Thomas H. Griffith
Susan M. Griffith
Susan M. Griffith

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Thomas H. Griffith and Susan M. Griffith, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 17th day of April, 2012.

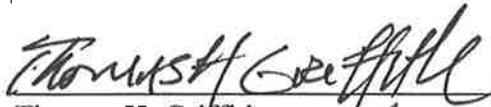
W. Kenneth Heard
Notary Public
My commission expires: 8/24/13

[NOTARIAL SEAL]

CONSENT OF OWNERS

The undersigned, Thomas H. Griffith and Susan M. Griffith, as the owner(s) of Unit 803, according to the Declaration of Condominium of Bayview II Condominium dated as of May 15, 2008 and recorded as Instrument Number 1116935, Pages 1 through 142 in the Office of the Judge of Probate of Baldwin County, Alabama, as amended, together with the Allocated Interest attributable to said Unit, does hereby consent to and agree to be bound by all of the terms and provisions of the Second Amendment to Declaration of Condominium of Bayview II Condominium to which this Consent of Owners is attached which Second Amendment was approved by the Owners in a Ballot Vote, but which has not yet been recorded as of the date hereof.

Dated as of the 17th day of April, 2012.



Thomas H. Griffith

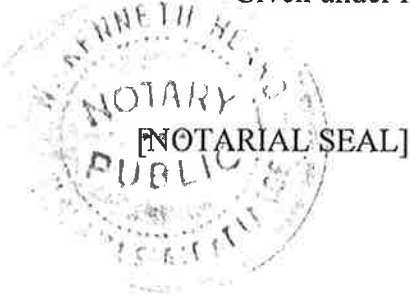


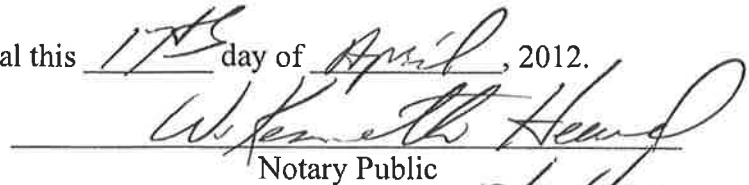
Susan M. Griffith

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, the undersigned, a notary public in and for said county in said state, hereby certify that Thomas H. Griffith and Susan M. Griffith, whose name(s) is/are signed to the foregoing instrument, and who is/are known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she/they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 17th day of April, 2012.




Notary Public

My commission expires: 8/24/13