

1777031

STATE OF ALABAMA)
COUNTY OF BALDWIN)



AMENDED AND RESTATED RULES AND REGULATIONS
CONCERNING REGENCY CLUB, A CONDOMINIUM

Revised: April 19, 2019

WHEREAS, the original Regency Club Condominium Rules and Regulations Concerning Use were recorded as Exhibit "D" to the Declaration of Condominium of Regency Club, A Condominium, which was dated and recorded on September 8, 2006, as Instrument No. 990756, and which were subsequently amended by that Amended and Restated Rules and Regulations Concerning Regency Club, A Condominium, as recorded on December 29, 2015, at Instrument No. 1549200; as were further amended at Instrument No. 1680472 as recorded on February 16, 2018; as were further amended at Instrument No. 1745461, as recorded on February 27, 2019; as were further amended at Instrument No. 1753347, as recorded on April 10, 2019; with all recording references herein being in the Office of the Judge of Probate of Baldwin County, Alabama, as amended; and,

WHEREAS, the Board of Directors of Regency Club Condominium Association, Inc. did vote to further amend and revise said Rules and Regulations at a properly called Board Meeting held on, or about, April 19, 2019, pursuant to Article VI, Section 'g' of the By-Laws of Regency Club Condominium Association, Inc., and pursuant to the Regency Club Condominium Rules and Regulations Concerning Use, and any other governing document, as amended.

NOW, THEREFORE, the Rules and Regulations Concerning Regency Club, A Condominium, shall be amended and restated in its entirety, as follows:

RULES AND REGULATIONS CONCERNING
REGENCY CLUB, A CONDOMINIUM

These Rules and Regulations are in place to ensure Regency Club, A Condominium, maintains its beautiful and clean appearance. Please ensure you follow the rules herein when decorating and maintaining the exterior of your Unit. These Rules and Regulations are in addition to, and supplement, the Rules and Regulations enacted by the Developer (the "Original Rules and Regulations"). Any and all fines (penalties) become a lien against the condominium Unit enforceable as set forth in the Declaration of Condominium. The fines (penalties) imposed by these Rules and Regulations are in addition to, and not in lieu of, the remedies provided to the Association by the Declaration of Condominium, the By-Laws and the Alabama Uniform Condominium Act of 1991. In the event of a conflict between these Amended and Restated Rules and Regulations and the Original Rules and Regulations, the provisions of these Amended and Restated Rules and Regulations shall control. These Rules and Regulations, and the imposition of fines (penalties) for the violation thereof, have been adopted and approved by the Board of Directors of the Association.

A. UNIT OWNER OBLIGATIONS AND OCCUPANCY RESTRICTIONS

A-1. All Unit Owners must provide, within seven (7) days of occupancy (owner and tenant(s) as applicable), a list of people and pets living in the Unit to the Office/Management for emergency purposes. Each Unit Owner must provide within seven (7) days of Unit purchase: contact information of Unit Owner to include telephone number(s), email and mailing address, in written form (email is acceptable) to the Board of Directors.**

A-2. The Board shall retain a pass-key to each Condominium Unit and all others area of the condominium property, and if any lock is altered or a new lock installed, the Board shall be provided with a key

immediately upon such alteration or installation. The Board shall have absolute right of entry into any Condominium Unit for the purpose of inspection, repair or to remedy an emergency or otherwise prevent damage to a Unit or any portion of the condominium property.**

A-3. Unit Owners who are not current with dues, fines and/or assessments cannot use the Association's amenities, including, but not limited to, the pool and exercise area.**

A-4. All Unit Owners are to inform any non-owner (renter/guest/tenants) using the condominium property of these Rules and Regulations and the Unit Owner will be held liable for non-compliance by their renters/guests. All non-owners (renters/guests/tenants) are subject to the *City of Gulf Shores Ordinance 1809, Article VIII* adopted on February 22, 2016 regarding tenant evictions. All Unit Owners (renter/guest/tenant) are subject to *NFPA 101, Life Safety Code, Chapter 6.1*, which designates maximum occupancy safety standards for Regency Club, A Condominiums, as follows: 2-Bedrooms = 6 Occupants and 3-Bedrooms = 7 Occupants.**

A-5. No Unit Owner shall cause or allow short term rentals of their Condominium Unit for a period of less than one hundred eighty (180) days to become effective as of April 19, 2019, pursuant to Subparagraph 8.02(I), as amended to the Declaration of Condominium of Regency Club, A Condominium. Pursuant to *City of Gulf Shores Zoning Ordinance 1916*, specifically Article 6, Subsection 6-18(B)(2) revised and adopted on February 25, 2019, any lease/rental by Unit Owner must be to an individual person (no more than four persons total) or family, and no dwellings may be licensed by the City of Gulf Shores for Vacation Rental in Zoning District R-4 (Regency Club) per said code section. 'Family' is defined per *City of Gulf Shores Zoning Ordinance 1916*, specifically Article 4, Subsection 4-1. No rentals/lease to temporary/summer/part-time workers of less than one hundred eighty days (180) days are allowed. ***

A-6. No Unit Owner shall cause or allow any non-owner (renter/guest/tenant) to sub-lease Owner's Condominium Unit.***

A-7. No Unit Owner's garage may be used as living space per regulations and ordinances issued by the City of Gulf Shores Building Department and/or Planning Commission.***

A-8. Any Unit Owner pirating or attempting to pirate Internet/TV services from Regency Club's service provider shall forfeit services as defined under the Fine Schedule herein. ****

B. PETS

B-1. Only Unit Owners of record are allowed to have pets effective February 1, 2014. This rule only affects new occupants after February 1, 2014. (This includes visitors and guests.) Limit of two (2) pets per Unit (50 lbs. maximum weight). For service animals, a letter must be submitted to the Board for approval.**

B-2. Pets must be kept on a leash at all times. All pet feces must be picked up.*

C. CONDOMINIUM UNIT RESTRICTIONS

C-1. Condominium Unit exterior and landscaping, as well as Common Areas, cannot be altered without the prior written approval of the Board of Directors. If a Unit Owner has changed the Unit's landscaping, he/she must submit a letter to the Board to obtain approval or return the landscaping to the original form. The exterior of the Unit must be kept clean and free of debris. The exterior color scheme of the condominium Unit and hardware on the door may not be changed. Any changes to the exterior of the Unit must be approved by the Board by written request to the Board. Nothing may be grown in the common area around the Unit (i.e., vegetables).*

C-2. No clothes, sheets, blankets, towels, or laundry of any kind or other articles shall be hung or

exposed on any part of the Unit. No bed sheets, towels or blankets shall be hung in place of curtains or window decorations.*

C-3. No air conditioners and/or fans shall be displayed to the public view on or from any part of the condominium property without the written consent of the Board.*

C-4. No Unit Owner may install or allow the installation of a television satellite dish on Unit roof or on Association property.***

C-5. No sign of any kind shall be displayed to the public view on or from any part of the condominium property without the written consent of the Board.**

C-6. The garage door must be closed at all times for security and aesthetics. The rear patio must be used for cooking/grilling. The following items must be kept in the garage: bicycles, motorcycles, all water sports equipment, toys, skateboards, coolers, water hoses, etc.*

C-7. Only one (1) decorative wreath may be hung from the front door during the holiday season. Holiday lights may NOT be attached to the Condominium Unit or put in the bushes or tree in front of the Unit. Holiday decorations may not be put up until the 1st day of the month of the holiday and must be taken down promptly after the holiday.*

C-8. All broken/damaged window blinds must be replaced within 30 days.*

C-9. Oil and grease spots must be cleaned from Unit driveway.*

C-10. ALL trash, ashtrays, bottles, cans, dead plants, cigarette butts and other garbage must be removed immediately from the exterior of the Condominium Unit. The Condominium Unit must be free from all such items at all times. All trash must be placed INSIDE the dumpster.*

C-11. Chalk writing in the street and on sidewalks and driveways must be cleaned each evening.*

C-12. No yard sales or similar sales on any part of the condominium property at any time.*

C-13. No Unit Owner shall make or permit disturbing noise or activities in such Unit Owner's Unit or any other portion of the condominium property which will interfere with the right, comfort, or convenience of other Unit Owners or tenants. No loud noise after 10:00 p.m. through 8:00 a.m. No loud music or musical instruments from cars or Unit at anytime.**

D. PARKING

D-1. The original intent of the development design of Regency Club Condominium and requirements of the City of Gulf Shores regarding parking, is that each Unit is only allowed two (2) parking spaces to accommodate passenger vehicles. One parking space is the garage and the other is the driveway. While two (2) cars may fit in the driveway without parking on the grass and sprinklers system, most do not. Parking on the grass will kill the grass and damage the sprinkler system. Therefore, only one (1) car is permitted to park in the driveway. Parking and/or driving on the grass is not allowed.**

D-2. Visitor parking is for visitors only. Short term rentals are not considered visitors. Visitor parking permits will be for one (1) vehicle for a (1) week period and each Unit is allowed a maximum of three (3) permits per year. Anyone who does not have a permit is subject to have their vehicle towed and /or the Unit Owner being fined.**

D-3. Parking spaces shall be used exclusively for the parking of passenger automobiles. All other vehicles will be towed at the Unit Owner's expense and/or Unit Owner being fined. Any Unit Owner parking a commercial vehicle must park said commercial vehicle in Unit Owner's garage or driveway.**

D-4. If you park a vehicle in someone else's driveway, you must have written permission from that Unit Owner and the Office must have a copy of said permission.**

D-5. Absolutely NO broken-down automobiles or automobiles on blocks, camper trailers, utility trailers, boats, etc. are allowed to be kept in any driveway or the Association's common area.**

D-6. There will be no speeding and/or reckless driving within Regency Club. No parking in street(s), cul-de-sac(s) or grass at any time. Unit Owner(s) shall be fined per offense. No riding go-carts in the streets at any time. No loud music or musical instruments from cars or Unit at anytime.**

E. COMMON AREA AND PROPERTY RESTRICTIONS

E-1. No permanent item of any kind can be put on the common grass areas of the condominium property. This includes, but is not limited to, chairs on grass, in front or behind Unit, swimming pools, tables, grill, awnings, tents, etc.**

E-2. No smoking/vaping or alcoholic beverages are allowed in pool or fitness/workout area. No rough housing, playing, fighting, loud noise, running, etc. in pool or workout area. No one under the age of sixteen (16) years allowed in the fitness/workout area**

E-3. No climbing in the trees and shrubs within Regency Club. Tree branches are not to be broken off.**

FINE SCHEDULE

Noncompliance with any of these Rules and Regulations governing Regency Club, A Condominium, will result in the following:

* 1st Offense: A warning will be given. 2nd or Subsequent Offense: A fine of One Hundred Dollars (\$100.00) will be assessed for non-compliance. A Unit Owner with multiple violations (3 or more) shall be deemed a repeat offender and will immediately be assessed a Two Hundred Fifty Dollars (\$250.00) fine for any subsequent violation.

** 1st Offense: A warning will be given. 2nd or Subsequent Offense: A fine of Two Hundred Fifty Dollars (\$250.00) will be assessed for non-compliance. Should a violation reoccur, the Unit Owner will immediately be assessed a Two Hundred Fifty Dollars (\$250.00) fine for non-compliance.

*** 1st Offense: A fine of One Thousand Dollars (\$1,000) plus One Hundred Dollars (\$100.00) per day will be assessed pertaining to violation of short term rentals stated in Subparagraph A-5 herein, as well as Subparagraph 8.02(I) of the Declaration. 2nd or Subsequent Offense: A fine of Two Thousand Dollars (\$2,000.00) plus Two Hundred Dollars (\$200.00) per day will be assessed pertaining to violation of rentals stated in Subparagraph A herein, as well as Subparagraph 8.02(I) of the Declaration.

**** 1st Offense: Unit Owner shall forfeit the use of Regency Club's provided Internet/TV service for a period of fifteen (15) days. 2nd or Subsequent Offense: Unit Owner shall forfeit the use of Regency Club's provided Internet/TV service for a period of ninety (90) days.

Fines for violations of Rules and Regulations governing Regency Club shall be included in the Unit Owner's monthly statement. Normal Regency Club Condominium Association, Inc. finance charges and late fees will apply on any past due amount.

THE UNDERSIGNED, hereby certifies that she is the duly elected and qualified Secretary and the custodian of the books and records and seal of Regency Club Condominium Association, Inc., an Alabama Nonprofit Corporation, duly formed pursuant to the Laws of the State of Alabama and that the foregoing is a true record of the Amended and Restated Rules and Regulations Concerning Regency Club, A Condominium, duly adopted by unanimous vote of the Board of Directors of the Association at a property called Board Meeting on April 19, 2019, and that said meeting was held in accordance with state law and the Declaration of Condominium and By-Laws of the above named Corporation and that said instrument is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Secretary of Regency Club Condominium Association, Inc. on this the 7th day of August, 2019.

A True Record.


MARGARET J. MICHAELIS, SECRETARY

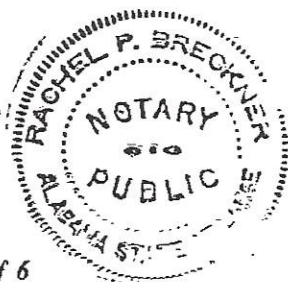
Attest:

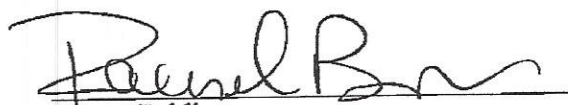

CLOVIS WOOD, PRESIDENT

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, a Notary Public, in and for said County in said State, hereby certify that MARGARET J. MICHAELIS, whose name as Secretary, respectively, of Regency Club Condominium Association, Inc., an Alabama Nonprofit 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 document, she, as such officer and with full authority, has executed the same voluntarily for and as the act of the Corporation on the day the same bears date.

Sworn to and subscribed to before me on the 7th day of August, 2019.




Notary Public
My Commission Expires: 11/20/22

STATE OF ALABAMA)
COUNTY OF BALDWIN)

I, a Notary Public, in and for said County in said State, hereby certify that CLOVIS WOOD, whose name as President, respectively, of Regency Club Condominium Association, Inc., an Alabama Nonprofit 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 document, he, as such officer and with full authority, has executed the same voluntarily for and as the act of the Corporation on the day the same bears date.

Sworn to and subscribed to before me on the 7th day of August, 2019.



Daniel H. Craven
Notary Public
My Commission Expires: 11/20/22

This Instrument Prepared By:

Daniel H. Craven, Esq.

Craven & Perry, PLLC

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