

PHOENIX V

RULES & REGULATIONS

I. USE OF CONDOMINIUM FACILITIES; ASSUMPTION OF RISK

To the maximum extent allowed by law, all owners, guests, renters, contractors, and other invitees assume all risks arising out of or in any way connected to entrance on and subsequent use of any and all facilities, including without limitation, driveways; parking lots; elevators; pools; hot tub; saunas; hallway; lobby; exercise; racquetball court; meeting; kitchen and other rooms; ramps to the beach; condominium units; and all other features and amenities of the building and related grounds, including, without limitation, of bodily injury, death, or property damage occurring during or subsequent to, or arising out of or in any way connected with any of the foregoing activities and/or facilities.

II. PARKING

A. General

1. All vehicles must display a current parking registration pass.
2. Absence of a pass for identification may result in vehicle being towed or booted vehicle at owner's expense.
3. If identifiable, vehicle owner will be notified if pass is improper. The vehicle owner will have four (4) hours to obtain a pass or remove vehicle before it may be towed or booted at vehicle owner's expense.
4. If a vehicle is booted, it will be released upon registration of the vehicle and payment of any charges due per the schedule of charges set by the Association from time to time.
5. Any vehicle parked illegally or improperly is subject to booting or towing at the vehicle owner's expense.

B. Condo Owners

1. Owners will be allotted two passes per Unit. Owners with underground parking spaces will also be allotted one Private Parking Pass for each parking space owned. The authorized owner's permit is physically transferrable from one vehicle to another. Permanent residents (year-round residents) will be permitted two additional passes for surface parking only.
2. Owners who have misplaced passes must purchase new ones at a cost of \$50.00 each and only two passes can be purchased in any one-year period.
3. Owners may leave passes at the front desk for use by family members (sons, daughters, brothers, sisters, parents, as well as significant others). However, neither the Association, nor its agents, are responsible for ensuring the passes are returned or for lost or stolen passes.
4. When a Unit is sold, the previous owner should provide the new owner all condo owner vehicle passes.

5. Owners may not leave their vehicle in the general parking area while not occupying their Unit.
6. Owners are prohibited from giving owner passes to guests. If discovered, the owner pass will be confiscated and the guest will be required to register as a guest to obtain a pass. Non-compliance will result in the offending owner being assessed a fine as follows: First violation \$100.00 fine, second violation \$200.00 fine, and third violation \$300.00 fine. After the third violation, any subsequent violation will result in owner's pass being confiscated and owner must purchase a guest pass.

C. Guests

1. All guests (i.e., paying renters and/or persons not owners or permitted family) must register at the Association desk. A "Registration Fee" plus any applicable taxes shall be collected by the Association at the time of guest registration. The number of vehicles that will be authorized to be on the property and the number of wristbands authorizing amenity use depend on the size of the Unit occupied. Upon registering, a guest will receive parking passes and wristbands identifying them as authorized users of the Phoenix V property. Renters may not use building amenities without paying the full Registration Fee to the Association.
 - a. The Registration Fee may be changed from time to time by the Board of Directors of the Association. (The initial Registration Fee as of the date of approval of these Rules is \$38.) The number of vehicle passes and amenity wristbands that can be issued per Unit are as follows:
 - i. One (1) bedroom Unit – One vehicle pass and maximum of 6 wristbands at registration. No additional vehicle passes may be obtained. Additional amenity wristbands may be obtained at a charge of \$2 each.
 - ii. Two (2) bedroom Unit – One vehicle pass and maximum of 8 wristbands at registration. One (1) additional vehicle (two total) may be registered, for which an additional amount equal to the Registration Fee shall be paid. Additional amenity wristbands may be obtained at a charge of \$2 each.
 - iii. Three (3) bedroom Units – One vehicle pass and maximum of 12 wristbands at registration. One (1) additional vehicle (two total) may be registered and for which an additional amount equal to the Registration Fee

shall be paid. Additional amenity wristbands may be obtained at a charge of \$2 each.

- iv. Four (4) bedroom unit – One vehicle pass and maximum of 12 wristbands at registration. Up to two (2) additional vehicles (three total) may be registered and there shall be a charge of an additional amount equal to the Registration Fee for each additional permitted vehicle. Additional amenity wristbands may be obtained at a charge of \$2 each.
 - v. Trailer/RV parking spaces are sometimes available depending upon occupancy of the property. There is a \$50 registration fee for each trailer/RV. Availability is not guaranteed.
 - vi. Lost amenity wristbands will be replaced at a charge of \$10 per band.
- b. The Registration Fee is valid for the entire visit, up to a maximum of thirty (30) days, after which a new registration must be completed and associated fees paid.
 - c. During non-peak periods and on a space available basis, day visitors may receive a “no charge” day pass valid for one day only, expiring at 8:00 p.m. Visitors wishing to stay after 8:00 p.m. must register and pay associated fees.
- 2. All guest passes must be obtained from the Association’s desk exclusively and must be displayed immediately.
 - 3. Issuance of a vehicle pass is not a guarantee of the availability of a parking space.
 - 4. Guests shall park in the surface (not underground) lot, unless the owner of an underground parking space has authorized the guests to use such space in which case the guest may park in the authorizing owner’s space. Authorization to utilize an underground parking space owned by a Unit owner does not relieve a guest from registering at the Association Desk, paying all fees associated therewith, and displaying Association-issued guest vehicle registration and wristbands while on property.

D. RVs, Boats, Trailers, etc.

- 1. No long-term storage is prohibited. Owners may not leave RV’s, boats, personal watercraft, trailers, etc. in the general parking area while not occupying a Unit.
- 2. Parking spaces for RV’s, boats, personal watercraft, trailers, etc. are not

guaranteed. Availability will be determined by the volume of passenger vehicles on property at any given time. Contact the Association Desk to determine availability prior to your arrival.

3. Each parking space occupied requires a vehicle pass per above rules.

E. Handicapped Parking

1. A handicapped parking placard does not guarantee a handicapped parking space.
2. Owners and guests may use available handicapped parking space if their vehicle displays a valid handicapped placard, in addition to the required owner or guest parking pass.

F. Underground Parking

1. Use of underground parking spaces is restricted. No vehicle shall occupy an underground parking space without either a Private Parking Pass and/or Association-issued guest vehicle pass displayed as per these rules.
2. Underground parking spaces may be available for rent for a charge in addition to the Registration Fee pursuant to the Underground Parking Program, which is Attachment A hereto, administered by the Association. Owners or guests desiring to rent an underground parking space should inquire as to availability and cost at the Association Desk upon arrival or registration.

III. PETS

- A. Only Unit owners (which consists exclusively of named deed holders) are permitted to have pets on the premises. Owners' family members, friends, acquaintances, and all other guests are prohibited from having pets on the premises.
- B. Except for Service Animals, guests are prohibited from bring pets on the property. A pet, or evidence of a pet, found on the premises will result in the guest being required to board the pet or otherwise immediately remove the pet from the property at the sole cost and expense of the guest. The Association is not responsible for any loss of rent or deposit or any other expense as a result of violation of this rule. Service Animals are defined as dogs (and in some circumstances miniature horses) that are individually trained to do work or perform tasks for people with disabilities. Service Animals do not include comfort animals or emotional support animals. Guest comfort animals and/or emotional support animals are not allowed on the property.
- C. Pets must be on a leash and under control at all times when not in the owner's Unit. The authorized walking area is the grass area located in the north area of parking lots. Owners must pick up after their pets.
- D. Pets are not permitted on the beach by City of Orange Beach ordinance.

- E.** Owners are required to have an Association Pet Identification Tag attached to the pet while on property. Tags are available at the Association Desk. Non-compliance will result in a \$50.00 fine.
- F.** Pets shall not be a nuisance to guests or other owners.
- G.** The Owner shall be held fully responsible for any personal injury or property damage caused by their pet.
- H.** The Association management company and subcontracted security personnel shall have the authority and responsibility to enforce these pet rules, which includes the authority to have guests found on the premises with pets, comfort animals or emotional support animals to be notified by staff that they will need to either: a) board their animal, or b) make accommodations to stay at another property.

IV. BEACH

- A.** Walking or playing on dunes and habitat area is prohibited. If toys or equipment inadvertently lands there, retrieve with least disturbance.
- B.** Parties after 10:00 p.m. must be quiet.
- C.** No owner- or guest-owned jet ski-type water craft will be permitted to operate from the Phoenix beach. In order to park jet skis in the parking lot (provided space is available), the owner must sign a statement agreeing not to operate it at the Phoenix beach.
- D.** Please do not bring Association-owned luggage or grocery carts onto the beach.
- E. Fires**

Open fires are prohibited on the beach by City of Orange Beach ordinance.
- E. Leave Only Footprints**

This building complies with the Leave only Footprints Campaign per City of Orange Beach ordinance.

V. BALCONIES/DECKS

- A.** Nothing shall be attached or hung from balcony wall, railings, or ceilings, including but not limited to towels, swimsuits, etc.
- B.** Displaying the U.S. flag is permitted on the following nationally recognized holidays only:

1. Armed Forces Day, 3rd Saturday in May
2. Memorial Day (half-staff until noon), the last Monday in May
3. Flag Day, June 14
4. Independence Day, July 4
5. Anniversary of 9-11
6. Veterans Day, November 11
7. Pearl Harbor, December 7

- C.** The use of grills on balconies or decks is strictly prohibited.
- D.** Feeding birds from the balconies is prohibited.
- E.** Noises, music, instruments, etc. loud enough to disturb neighbors is prohibited.
- F.** The throwing or dropping of any item from balconies is prohibited.
- G.** Smoking and vaping are prohibited on balconies and decks.

VI. WRISTBANDS

- A.** Wristbands are required to be worn at all times anywhere in the common areas of the property to use building amenities.
- B.** Owners are issued specially-colored wristbands, which are for use by owners and their private guests only. Lost owner wristbands will be replaced at a charge of \$25 per band, up to a maximum of four (4) per year. The number of wristbands allocated to owners is the same as provided to guests in Section II above.

VII. POOL, SAUNA, HOT TUBS, AND SPLASH PAD

A. General

1. All swimming pools, splash pad, and hot tubs will be closed from 11:00 p.m. to 7:00 a.m.
2. All posted rules apply.
3. Anyone with diarrhea, skin diseases, open lesions, etc. shall be excluded from the pool, splash pad, sauna, and hot tubs.
4. Any items left overnight will be collected and can be found at front desk, or will be thrown away in the discretion of the Association management agent.

B. Swimming Pool

1. No lifeguard on duty. Swim at your own risk.
2. No diving!
3. Children under the age of 12 must be accompanied by an adult.
4. Pool use limited to owners and guests.
5. No running or rough play in pool area.
6. No glass containers allowed in or around pool.
7. No pets allowed in pool area.
8. Appropriate swimwear is required.
9. Pool may be closed for cleaning and water treatment when necessary.
10. Pool side furniture cannot be reserved.
11. Babies must wear protective swimwear.
12. Swim diapers must be worn by non-toilet trained children at all times.
13. Smoking and vaping are prohibited in and around the pool areas.
14. All persons coming off beach must shower before entering the pool.

C. Sauna/Hot Tub

1. Caution - floor and steps may be wet!
2. Maximum 4 adults in tub at one time.
3. Children must be 12 years or older and be accompanied by an adult.
4. Glass containers are not allowed in tubs.
5. No food allowed in or around tubs.
6. Twenty (20) minute time limit when others are waiting.
7. Remove suntan oil before entering tubs.
8. No pets allowed.
9. Dry off - Do not leave tub area dripping wet.
10. Tubs will automatically drain if occupants violate these rules.
11. All persons coming off beach must shower before entering the tubs.
12. Maximum recommended time limit for use is fifteen (15) minutes.
13. Pregnant women and people with health problems should not enter sauna/hot tub without first consulting a doctor.
14. Do not use while under the influence of alcohol, narcotics, or other drugs that can cause drowsiness or raise/lower blood pressure.
15. Do not use if water temperature exceeds 104 degrees Fahrenheit.
16. Smoking and vaping are prohibited in and around the pool and hot tub areas.

D. Splash Pad

1. Posted rules must be obeyed at all times.
2. No running.
3. Children must be always be accompanied and supervised by an adult.

VIII. OTHER PROPERTY

A. Racquetball Court

Must be 12 years old or accompanied by an adult, eye protection must be worn while playing racquetball. A reserved thirty-minute (30) time limit can be requested to be extended if no other players are waiting. Tennis shoes are required at all times in the racquetball court. No wet clothing, e.g. wet bathing suits, is allowed on the racquetball courts. Racquetball court is open from 7:00 a.m. and closed at 11:00 p.m. Absolutely no black marking shoes. Reservations and key-access codes for racquetball court entry must be obtained from the Association's Desk. Users are requested to keep racquetball court door closed while in use.

B. Fitness Room

With the exception of water, no food or drink is permitted in the fitness room. Children under 16 years of age are not allowed unless accompanied by a parent. Use is at your own risk.

Reservations and key-passes or codes for fitness center entry must be obtained from the Association Desk. Please keep door closed and locked.

C. Sauna

Key Code is available at the Association Desk. No children under 16 years of age are allowed in the sauna.

D. Rollerblading, skateboarding, hoverboarding, and scooter use is prohibited on the property.

E. Bicycling is only allowed to the extent needed to access public streets and sidewalks. Such use of property common areas is at bicyclist's own risk. Bikes not stored in Units must be parked only in Association-provided racks and locked with a lock belonging to the bike owner. The Association assumes no responsibility for damage to or theft of any bike. Bikes stored longer than seven (7) days without written permission from the Association are subject to confiscation and sale by the Association without compensation to the owner for the bike or lock.

F. Drone use is strictly prohibited.

G. Use of fireworks on beach and property is prohibited.

H. All owners and guests must obey all posted rules and signs, directions from the Association, the building management company and subcontracted security personnel, and the building's Declaration of Condominium and By-Laws, and all applicable fire code and other laws.

- I.** Property (furniture or equipment) in the common areas belonging to the Association shall not be removed from the property.
- J.** Smoking and vaping are prohibited in all Common and Limited Common areas which include, but not limited to unit balconies, hallways, fitness center, meeting rooms, lobbies, storage areas, parking garage, pool and spa areas and stairwells. The only designated smoking area is in the southwest corner of the upper parking deck.
- K. Restrictions for Decorations**

All owners and guests are not allowed to hang anything from their balconies or attach anything to the outside of the entry door in the way of decorations including, but not limited to, Christmas, Valentine's Day, Mardi Gras and St. Patrick's Day as per the Condo Documents (location and description below). Association-provided entry doormats may not be removed and/or replaced by personal doormats. These areas are common elements belonging to the Association. Security will ask for them to be removed and they will be removed for you if it continues to be a problem.

Declaration of Condominium – Phoenix V Association, Inc.
4. <u>Definitions:</u>
(d) “Common Elements” means common areas and facilities including but not limited to all parts of the condominium property not included within the unit boundaries.
6. <u>Surfaces:</u> “An owner shall not be deemed to own the studs and structural components of the perimeter walls and/or of load-bearing walls nor windows and doors bounding the unit, nor balconies, not balcony railings enclosing a balcony area”.
10. <u>Maintenance</u>
(b) By the Unit Owner: The responsibility of the unit owner shall be as follows:
ii. Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the building and/or the exterior of the balconies assigned to the exclusive use of the unit owner, and/or the exterior of the balcony area assigned to the use of the unit owner.

IX. OWNERS' MAINTENANCE RESPONSIBILITIES

- A.** Failure to maintain a Unit can result in damage to other Units and/or Common Elements. In an effort to minimize those instances, the Association has developed a recommended maintenance schedule for certain Unit elements, which is Attachment B hereto. Failure to maintain per the schedule in Attachment B may constitute a violation of owners' maintenance obligations and/or "misconduct" under the Declaration of Condominium. Association assumes no responsibility or liability in the event owners fail to observe these schedules or to enforce them.
- B.** When an owner has work done in their unit all contractors hired must have an Alabama license and provide proof of General Liability insurance with limits not less than \$1,000,000 per occurrence \$2,000,000 general aggregate, \$1,000,000 products & completed operations with ongoing and completed operations, Personal & Advertising Injury \$1,000,000, Medical Payments \$5,000. Automobile Liability insurance with limits not less than \$1,000,000, Workers Compensation insurance with limits not less than \$1,000,000. The General Liability & Automobile Liability policies are Primary & Non-Contributory, with waiver of subrogation and hold harmless agreement in favor of the Owner and the Association.

X. ENFORCEMENT OF RULES

A. Owners

Violation of the above rules for which penalty is not so above stated will be referred to the Association's Board of Directors for assessment of penalty.

B. Guests

1. Violation of those rules for which penalty is not so above stated will be referred to the Association management company for penalty.
2. Failure to comply can lead to removal from the property.

C. Enforcement

Association management company employees and security personnel shall have the authority and responsibility to enforce these Rules & Regulations. Neither the Association, nor its management company or security personnel, are liable for any loss of rent, deposit, or any other consequential damage arising or related to enforcement of these Rules & Regulations.

ATTACHMENT A

PHOENIX V

UNDERGROUND PARKING PROGRAM

REV. OCTOBER 2, 2021

In order to make additional vehicle parking available, effective March 1, 2022, the Association will implement the following program:

1. The Association will lease one or more of the underground parking spaces from Owner(s) of the space and make the space(s) available for lease by guests and/or other Owners.
2. Any Owner of an underground parking space who desires to lease their underground parking space separate from their Unit may participate in this program. Owners can join this program on written notice to the Association, as prescribed by the Association. By registering to participate in the program, the Owner of the space agrees to the terms hereof.
3. Unless the Owner notifies the Association in writing the contrary, any underground parking space registered in this program will not be available for use by the Owner when available for lease under this program. Owner shall notify the Association of specific (block out) dates that the space is not available for lease at least ten (10) days in advance.
4. The duration of any lease hereunder shall be the lesser of thirty (30) days or duration of the stay on the property (same as usual parking pass term). The Association will make the spaces available for lease by guests at the time of guest registration or to Owners arrival on their arrival to the property. Advanced reservation for the lease of an underground parking space in this program will not be available due to the limited availability of spaces and ability to withdraw from the program on short notice. The Association will endeavor to lease the spaces within the pool of spaces registered in the program randomly; however, the Association will have no liability for not doing so, nor does it guarantee that any space within the pool will be leased. The Association shall not owe any rent to an Owner whose space is not leased.
5. The rental rate for an underground parking space (the "Underground Rate") will be as determined by the Association's Board of Directors ("Board") from time to time. The initial Underground Rate is \$20, plus any applicable taxes. The Board may vary the Underground Rate depending on market conditions. The Underground Rate shall be collected by the Association in addition to the Registration Fee due to the Association under its Rules and Regulations. By way of example only, as of the date of this program,
 - a. The Registration Fee is currently \$38 per authorized vehicle and the Underground Rate is \$20. Thus, the total amount paid by a guest leasing an underground parking space under this program will be \$58 (the parking space Owner will receive \$20; the Association will receive \$38).
 - b. An Owner who leases a space under this program will pay the Underground Rate.
 - c. In no event shall the rent remitted by the Association to the Owner exceed the actual rent collected by the Association.
6. The rent collected by the Association will be paid to the Owner in arrears within thirty (30) days of the end of the preceding calendar month by check or credit on account.

7. Any lease of an underground parking space hereunder by the Association, shall designate the parking space number leased. Anyone leasing an underground parking space through this program must use only the designated leased underground space while on the property. Such lease will be on a form prescribed by the Association (as may be amended from time to time by the Association). **A lease of a space under this program does not increase the number of vehicles authorized to be on property pursuant to the Association Rules and Regulations.**
8. The Association, in its sole discretion, may terminate its lease for one or more spaces, or the entire program, at any time, by ten (10) days' written notice. An Owner may withdraw from this program (terminate their respective lease) by not less than ten (10) days' written notice to the Association.
9. This program does not impact non-participating Owners. Whether a non-participating Owner of an underground parking space does or does not include the use of the space with the rental of their Unit is up to that Owner as well as the amount of rent. Any guest receiving the right to use an underground parking space as part of the rental of a Unit shall comply with the Association Rules and Regulations for guest registration.
10. All vehicles occupying underground parking spaces must have an Association-issued Owner Private Parking Pass and/or Association guest registered pass, as appropriate, in compliance with the Association Rules and Regulations.
11. Any capitalized terms not defined herein shall have the meaning ascribed to them in the Governing Documents.

Phoenix V -- Unit Owner Maintenance Responsibility Schedule

				Unit Inspections
Item	Issue to be addressed	Maintenance or Replacement Schedule / Frequency	Remarks	[Add columns for units 001-1517]
HVAC/Hot Water Closet:				
Unit Main Water cutoff Valve	Verify it will shut off completely	Test Annually		
Roof Condenser Unit, refrigerant lines, unit fan/coil unit	Check unit fan/coil unit drain/drain pan monthly. Replace filter monthly.	Service roof condenser unit and unit fan coil unit twice annually. Replace at 12 years. Replace 12 years or sooner if rust/corrosion visible	HVAC condensate drain lines should be cleaned with tablets or bleach or distilled vinegar once a year. Test the over flow float switch annually.	
Hot Water Heater	Check for leaks monthly			
Kitchen & Baths:				
Garbage Disposal	Check hose connections for leaks and unit for visible rust/corrosion	Inspect annually, replace at 10 years		
Shower/Tub Handles	Caulking & Sealing at wall/tile penetrations	Inspect annually, replace at 10 years		
Toilets	Supply lines should be braided stainless hoses with Brass or Stainless connectors.	Check annually, replace at 10 years.	High capacity flush toilets are highly recommended to prevent overflows. The 16"-18" seat heights are desirable for renters especially snow birds	
Toilet wax ring	If a toilet rocks at all it will cause the wax ring to leak into unit below	Check annually, replace at 10 years.		
Sink Cutoff valves	Verify it will shut off completely	Test Annually	Water cut off valves on sinks and toilets are 20+ years old and may have deteriorated seal washers which may not cut off completely when needed(Plumbers recommend 90 degree cutoff)	
Shower Heads	Caulking & Sealing at wall/tile penetrations inspected to make sure water is NOT coming out from the screw connection or the pivot joint -water should not spray sideways from the head	Caulking & Sealing at wall/tile penetrations		
Shower heads		Check annually, replace at 7 years.		
Faucets	Caulking & Sealing at wall/tile penetrations	Caulking & Sealing at wall/tile penetrations		
Tubs	Caulk around edges and between tub and floor/walls.	Caulking & Sealing at wall/tile		
Refrigerator & ice maker supply lines	Supply lines should be Braided hoses with Brass or Stainless connectors.	Check annually, replace at 10 years.		
Dishwasher supply & drain lines	Supply lines should be Braided hoses with Brass or Stainless connectors.	Check annually, replace at 10 years.		
Sink fixtures & Drains	Check for leaks monthly	Replace at 20 years		
GFI Outlets/Breakers	Test twice a year	Replace at 20 years		
Laundry Rooms:				
Clean Dryer Lint Screens & tubes	Check condition of dryer hose monthly, vacuum vent to walkway monthly.	Replace dryer tube at 5 years		
Check water supply and drain lines for leaks	Supply lines should be Braided stainless steel hoses with Brass or Stainless connectors.	Check annually, replace at 10 years.		
Windows/Doors:				
Clean interior and exterior of windows	Clean monthly	Report fogged windows to Facility Maintenance for replacement		
Clean entry door/frame	Clean entry door and frame for dirt and mildew monthly	Report doors with rust/corrosion to Facilities Maintenance (FM) for service, or obtain paint and sandpaper from FM for service by Rental Management.		
Electrical Switches and Receptacles	Switches and Receptacles need to be inspected monthly for damage or cracks.	Replace switches/outlets at 20 years.		
Entry Door mat	Clean monthly	Contact FM for replacement		
Circuit Breaker panel	Verify breakers are properly identified by number on panel annually	Check for breaker hot spots at least every 2 years (HVAC tech can check)		
Balcony surfaces	report cracking, peeling or spalls on floors, walls, and ceilings	Annually		
NOTE: FAILURE TO MAINTAIN PER ABOVE SCHEDULE MAY CONSTITUTE A VIOLATION OF OWNERS' MAINTENANCE OBLIGATIONS UNDER THE DECLARATION OF CONDOMINIUM AND MAY BE "MISCONDUCT" UNDER THE DECLARATION OF CONDOMINIUM AND BYLAWS.				
Non-binding Recommendation:				
Avoid Glass on Balconies	Glass top tables can cause major issues if broken in high winds.		Online videos show that some glass top tables can even spontaneously explode, throwing glass several feet.	

Owners with underground parking spaces will also be allotted one ~~private parking pass~~ Private Parking Pass for each parking space owned. The authorized ~~owners~~ owner's permit is physically transferrable from one vehicle to another. Permanent ~~non-renting~~ residents (year-round residents) will be permitted two additional passes for surface parking only.

Formatted

2. Owners who have misplaced passes must purchase new ones at a cost of \$50.00 each and only two passes can be purchased in any one-year period.

Formatted

3. Owners may leave passes at the front desk for use by family members (sons, daughters, brothers, sisters, parents, as well as significant others). However, ~~Brett/Robinson will not be~~ neither the Association, nor its agents, are responsible for ensuring the passes are returned ~~nor~~ for lost or stolen passes.

Formatted

4. When a ~~unit~~ Unit is sold, the previous owner should provide the new owner all condo owner vehicle passes.

Formatted

5. Owners' Parking Areas

a. Owners may not leave their vehicle in the general parking area while not occupying their ~~unit~~ Unit.

Formatted: List Paragraph, Indent: Left: 1.5", Hanging: 0.5", Numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1.06" + Indent at: 1.31", Tab stops: 2", Left

6. Condo owners are prohibited from giving ~~owners~~ owner passes to ~~rental guest~~ guests. If discovered, the ~~owner's passes~~ owner pass will be confiscated and the guest will be required to ~~purchase an authorized~~ register as a guest to obtain a pass. Non-compliance will result in the offending ~~condo~~ owner being assessed a fine as follows: First violation \$100.00 fine, second violation \$200.00 fine, and third violation \$300.00 fine. After the third violation, any subsequent violation will result in owner's pass being confiscated and owner must purchase a guest pass.

Formatted

Formatted

Formatted: Body Text, Indent: First line: 0", Space Before: 0.55 pt

C. Renters

C. 1. Guests

1. All ~~rental~~ guests (i.e., paying renters and/or persons not owners or permitted family) must ~~pay~~ register at the Association a desk. A "Registration Fee" plus any applicable taxes shall be collected by the Association at the time of guest registration. The number of

Formatted

Formatted: Header, Right

Revised: ~~October 2, 2021~~ November 9, 2019

vehicles that will be authorized to be on the property and the number of wristbands authorizing amenity use depend on the size of the Unit occupied. Upon registering, a guest will receive parking service fee, passes and wristbands identifying them as authorized users of the Phoenix V property. Renters may not use building amenities without paying the full Registration Fee to the Association.

a. The Registration Fee may be changed from time to time by the Board of Directors of the Association. (The initial Registration Fee as of the date of approval of these Rules is \$38.) The number of vehicle passes and amenity wristbands that can be issued per Unit are as follows:

i. One (1) bedroom Unit – One vehicle pass and maximum of 6 wristbands at registration. No additional vehicle passes may be obtained. Additional amenity wristbands may be obtained at a charge of \$2 each.

ii. Two (2) bedroom Unit – One vehicle pass and maximum of 8 wristbands at registration. One (1) additional vehicle (two total) may be registered, for which is in effect year-round, plus tax, an additional amount equal to the Registration Fee shall be paid. Additional amenity wristbands may be obtained at a charge of \$2 each.

~~a. During periods when ample parking is available, additional passes can be purchased.~~

~~b. The service fee/pass~~

iii. Three (3) bedroom Units – One vehicle pass and maximum of 12 wristbands at registration. One (1) additional vehicle (two total) may be registered and for which an additional amount equal to the Registration Fee shall be paid. Additional amenity wristbands may be obtained at a charge of \$2 each.

Formatted: List Paragraph, Indent: Left: 2.5", Hanging: 0.5", Right: 0.68", Numbered + Level: 4 + Numbering Style: i, ii, iii, ... + Start at: 1 + Alignment: Right + Aligned at: 1.76" + Indent at: 2.01", Tab stops: 2.01", Left

Formatted: Header, Right

Revised: October 2, 2021~~November 9, 2019~~

- iv. Four (4) bedroom unit – One vehicle pass and maximum of 12 wristbands at registration. Up to two (2) additional vehicles (three total) may be registered and there shall be a charge of an additional amount equal to the Registration Fee for each additional permitted vehicle. Additional amenity wristbands may be obtained at a charge of \$2 each.
- v. Trailer/RV parking spaces are sometimes available depending upon occupancy of the property. There is a \$50 registration fee for each trailer/RV. Availability is not guaranteed.
- vi. Lost amenity wristbands will be replaced at a charge of \$10 per band.
- b. The Registration Fee is valid for the entire visit- (Reservation)-, up to a maximum of thirty (30) days, after which a new registration must be completed and associated fees paid.

Formatted: Condensed by 0.05 pt

Formatted: List Paragraph, Indent: Left: 2", Hanging: 0.5", Numbered + Level: 4 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 1.76" + Indent at: 2.01", Tab stops: 2.5", Left

Formatted: Condensed by 0.05 pt

Formatted: Condensed by 0.15 pt

Formatted: Condensed by 0.15 pt

Formatted: Header, Right

Revised: October 2, 2021 ~~November 9, 2019~~

2.
c. During non-peak periods and on a space available basis, guests may receive a “no charge” day pass, valid for one day only,

— expiring at 8:00 p.m. -Visitors wishing to stay after 8:00 p.m. must purchase a guest visitor parking pass must register and pay associated fees.

3.
2. All renters’ vehicle passes will be available at the check-in Association’s desk, exclusively and must be displayed immediately.

3. 4. The parking service feels issuance of a vehicle pass is not a guarantee of the availability of a parking space.

5. Neither the Association nor the agent assumes responsibility for any damage by storm, theft, accident, nor for loss of articles left in vehicles.

4. D. —Guests shall park in the surface (not underground) lot, unless the owner of an underground parking space has authorized the guests to use such space in which case the guest may park in the authorizing owner’s space. Authorization to utilize an underground parking space owned by a Unit owner does not relieve a guest from registering at the Association Desk, paying all fees associated therewith, and displaying Association-issued guest vehicle registration and wristbands while on property.

D. RVs, Boats, Trailers, etc. (Parking will be allowed if space is available)

1. 1. —No long-term storage is allowed prohibited. Owners may not leave RV’s, boats, personal watercraft, trailers, etc. in the general parking area while not occupying a Unit.

2. 2. —Parking spaces for RV’s, boats, personal watercraft, trailers, etc. are not guaranteed. Availability will be determined by the volume of passenger vehicles on property at any given time. Contact the Association Desk to determine availability prior to your arrival.

3. Each parking space occupied requires a vehicle pass per above rules.

E. E. —Handicapped Parking

1. 1. —A handicapped parking placard does not guarantee a handicapped parking space.

2. 2. —Owners, renters, and visitors may use available handicapped parking space if their vehicle displays a valid handicapped placard, in addition to the required owner or guest parking pass.—

H. —PETS

A. Absolutely no F. Underground Parking

1. Use of underground parking spaces is restricted. No vehicle shall occupy an

Formatted: Left: 0.49", Right: 0.43", Top: 1.06", Bottom: 0.96", Header distance from edge: 0.53", Footer distance from edge: 0.83", Different first page header

Formatted

Formatted

Formatted: List Paragraph, Indent: Left: 2", Hanging: 0.5", Right: 0.2", Space Before: 4.5 pt, Tab stops: 2.5", Left

Formatted: List Paragraph, Indent: Left: 1.5", Hanging: 0.5", Right: 0.42", Numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1.06" + Indent at: 1.31", Tab stops: 2", Left

Formatted

Formatted: English (United States)

Formatted: List Paragraph, Indent: Left: 1", Hanging: 0.07", Space Before: 0.05 pt, Numbered + Level: 2 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 1.01" + Indent at: 1.51", Tab stops: 1.07", Left

Formatted

Formatted: Body Text, Indent: First line: 0", Space Before: 0.55 pt

Formatted: List Paragraph, Indent: Left: 1.5", Hanging: 0.5", Numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1.06" + Indent at: 1.31"

Formatted

Formatted: List Paragraph, Indent: Left: 1.5", Hanging: 0.5", Numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1.06" + Indent at: 1.31", Tab stops: 1.32", Left

Formatted

Formatted: Body Text, Indent: First line: 0"

Formatted: Heading 2, Indent: Left: 1", Hanging: 0.07", Numbered + Level: 2 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 1.01" + Indent at: 1.51", Tab stops: 1.07", Left

Formatted

Formatted: Body Text, Indent: First line: 0"

Formatted: List Paragraph, Indent: Left: 1.5", Hanging: 0.5", Numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1.06" + Indent at: 1.31", Tab stops: 2", Left

Formatted

Formatted

underground parking space without either a Private Parking Pass and/or Association-issued guest vehicle pass displayed as per these rules.

2. Underground parking spaces may be available for rent for a charge in addition to the Registration Fee pursuant to the Underground Parking Program, which is Attachment A hereto, administered by the Association. Owners or guests desiring to rent an underground parking space should inquire as to availability and cost at the Association Desk upon arrival or registration.

Formatted: Font: 10 pt

Formatted: Body Text, Line spacing: Multiple 0.06 li

III. PETS

- A. Only Unit owners (which consists exclusively of named deed holders) are permitted to have pets are allowed by renters or their guests on the premises. Owners' family members, friends, acquaintances, and all other guests are prohibited from having pets on the premises.

- B. Except for Service Animals, guests are prohibited from bring pets on the property. A pet, or evidence of a pet, found on the premises will result in the boarding of the pet or forfeiture of all rents and deposits and immediate eviction guest being required to board the pet or otherwise immediately remove the pet from the property at the sole cost and expense of the guest. The Association is not responsible for any loss of rent or deposit or any other expense as a result of violation of this rule. Service Animals are defined as dogs (and in some circumstances miniature horses) that are individually trained to do work or perform tasks for people with disabilities. Service Animals do not include comfort animals or emotional support animals. Guest comfort animals and/or emotional support animals are not allowed on the property.

Formatted: List Paragraph, Indent: Left: 1", Right: 0.27", Numbered + Level: 2 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 1.01" + Indent at: 1.51", Tab stops: 1.5", Left

Formatted

- C. ~~B.~~ Owners' pets-Pets must be on a leash and under control at all times when not in unit-the owner's Unit. The authorized walking area is the grass area located in the north area of parking lots. -Owners must pick up after their pets.-

Formatted: Body Text, Indent: Left: 0", First line: 0"

Formatted

Formatted: List Paragraph, Indent: Left: 1", Right: 0.27", Numbered + Level: 2 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 1.01" + Indent at: 1.51", Tab stops: 1.5", Left

- D. ~~C.~~ Pets are not permitted on the beach by city-City of Orange Beach ordinance.

Formatted: Body Text, Indent: First line: 0"

- E. ~~D.~~ Owners are required to have an Association Pet Identification Tag attached to the pet while on property. -Tags are available at the front desk- Association Desk. Non-compliance will result in a \$50.00 fine.

Formatted: List Paragraph, Indent: Left: 1", Hanging: 0.07", Numbered + Level: 2 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 1.01" + Indent at: 1.51", Tab stops: 1.07", Left

Formatted

Formatted: Body Text, Indent: First line: 0"

- F. ~~E.~~ Pets must be on a leash and under control and shall not be a nuisance to guests or other owners.

Formatted: List Paragraph, Indent: Left: 1", Right: 0.22", Numbered + Level: 2 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 1.01" + Indent at: 1.51", Tab stops: 1.5", Left

Formatted

Formatted

Formatted: Header, Right

III. BEACH

Revised: October 2, 2021 November 9, 2019

~~G. A.~~—The Owner shall be held fully responsible for any personal injury or property damage caused by their pet.

Formatted: Body Text, Line spacing: Multiple 0.06 li

Formatted: Font: 10 pt

~~H.~~ The Association management company and subcontracted security personnel shall have the authority and responsibility to enforce these pet rules, which includes the authority to have guests found on the premises with pets, comfort animals or emotional support animals to be notified by staff that they will need to either: a) board their animal, or b) make accommodations to stay at another property.

Formatted: List Paragraph, Indent: Left: 1", Right: 0.19", Numbered + Level: 2 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 1.01" + Indent at: 1.51", Tab stops: 1.5", Left

Formatted

Formatted

Formatted: Body Text, Indent: First line: 0"

Formatted: List Paragraph, Indent: Left: 1", Right: 0.15", Numbered + Level: 2 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 1.01" + Indent at: 1.51", Tab stops: 1.5", Left

Formatted

Formatted

Formatted: Body Text, Indent: First line: 0"

Formatted: List Paragraph, Indent: Left: 1", Hanging: 0.07", Numbered + Level: 2 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 1.01" + Indent at: 1.51", Tab stops: 1.07", Left

Formatted

Formatted: Body Text, Indent: First line: 0"

Formatted: Font: Not Bold

Formatted

Formatted: Body Text, Indent: First line: 0"

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted: Body Text, Indent: Left: 0", First line: 0"

Formatted: Body Text, Indent: Left: 1.5", Right: 0.39"

Formatted

Formatted: Body Text

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted: Header, Right

IV. BEACH

~~A.~~ Walking or playing on dunes and habitat area is prohibited. If toys or equipment inadvertently lands there, retrieve with least disturbance.

~~B. B.~~ Parties after 10:00 p.m. must be quiet.

~~C.~~ No owner- or guest-owned jet ski-type water craft will be permitted to operate from the Phoenix beach. In order to park jet skis in the parking lot (provided space is available), the owner must sign a statement agreeing not to operate it at the Phoenix beach.

~~D. D.~~ Please do not bring buggies Association-owned luggage or grocery carts onto the beach.

~~E. E.~~ Fires

Open fires are prohibited on the beach by City of Orange Beach ordinance.

~~E.~~ Leave Only Footprints

This building complies with the Leave only Footprints Campaign per City of Orange Beach ordinance.

IV. BALCONIES/DECKS

V. Hanging BALCONIES/DECKS

~~A.~~ Nothing shall be attached or hung from balcony wall, railings, or ceilings, including but not limited to towels, swimsuits, etc. from the balcony railings is prohibited.

~~B.~~ Displaying the U.S. flag is permitted on the following nationally recognized holidays only:
1.

Revised: October 2, 2021 November 9, 2019

1. ~~Armed Forces Day, 3rd Saturday in May~~
2. ~~2. Memorial Day (half-staff until noon), the last Monday in May~~
3. ~~3. Flag Day, June 14~~
4. ~~4. Independence Day, July 4~~
5. ~~5. Anniversary of 9-11~~
6. ~~6. Veterans Day, November 11~~
7. ~~7. Pearl Harbor, December 7~~

~~C. C. The use of grills on balconies or decks is strictly prohibited.~~

~~D. D. Feeding birds from the balconies is prohibited.~~

~~E. E. Noises, music, instruments, etc, loud enough to disturb neighbors is prohibited.~~

~~F. F. The throwing or dropping of any item from balconies is prohibited.~~

~~G. G. Smoking and vaping are prohibited on balconies and decks.~~

~~VI. V. WRISTBANDS~~

~~A. A. Wristbands are required to be worn at all times from March 15 through October 31 anywhere on in the common areas of the property.~~

~~A. B. Use of to use building amenities requires a wristband to be worn from March 15 through October 31.~~

~~C. C. Use of amenities is at your own risk.~~

~~VI. POOL, SPA AND SPLASH PAD~~

~~B. B. Owners are issued specially-colored wristbands, which are for use by owners and their private guests only. Lost owner wristbands will be replaced at a charge of \$25 per band, up to a maximum of four (4) per year. The number of wristbands allocated to owners is the same as provided to guests in Section II above.~~

~~VII. POOL, SAUNA, HOT TUBS, AND SPLASH PAD~~

~~A. General~~

1. ~~All swimming pools, splash pad, and hot tubs will be closed from 11:00 p.m. to~~

Revised: October 2, 2021 ~~November 9, 2019~~

Formatted: Body Text, Line spacing: Multiple 0.06 li

Formatted: Font: 10 pt

Formatted

Formatted: List Paragraph, Indent: Left: 1.5", First line: 0", Numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1.06" + Indent at: 1.31", Tab stops: 1.5", Left

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted: Body Text, Indent: Left: 0", First line: 0"

Formatted: List Paragraph, Indent: Left: 1", Hanging: 0.07", Numbered + Level: 2 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 1.01" + Indent at: 1.51", Tab stops: 1.07", Left

Formatted

Formatted: Body Text, Indent: First line: 0"

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted: Body Text, Indent: First line: 0"

Formatted

Formatted

Formatted: Body Text, Indent: First line: 0"

Formatted

Formatted

Formatted

Formatted

Formatted: Font: Not Bold

Formatted: Body Text

Formatted

Formatted

Formatted: Font: Not Bold

Formatted: Font: Not Bold

Formatted: Header, Right

7:00 a.m. -

2. All posted rules apply.
3. Anyone with diarrhea, skin diseases, open lesions, etc. shall be excluded from the pool, splash pad, sauna, and hot tubs.
4. Any items left overnight will be collected and can be found at front desk, or will be thrown away in the discretion of the Association management agent.

A.B. Swimming Pool

- ~~1. 1. No lifeguard on duty. Swim at your own risk.~~
- ~~2. 2. No diving!~~
- ~~3. 3. Children under the age of 13.12 must be accompanied by an adult.~~
- ~~4. 4. Pool use limited to owners and guests.~~
- ~~5. 5. No running or rough play in pool area.~~
- ~~6. 6. No glass containers allowed in or around pool.~~
- ~~7. 7. No pets allowed in pool area.~~
- ~~8. 8. Appropriate swimwear is required. -~~
- ~~9. 9. Pool may be closed for cleaning and water treatment when necessary.~~
- ~~10. 10. Pool side furniture cannot be reserved.~~
- ~~11. 11. Babies must wear protective swimwear. -~~
- ~~12. 12. - Swim diapers must be worn by non-toilet trained children at all times. -~~
- ~~13. 13. Smoking and vaping are prohibited in and around the pool areas.~~

14. All persons coming off beach must shower before entering the pool.

B.C. Sauna/Hot Tub

1. ~~1. Caution - floor and steps may be wet!~~
2. ~~2. Maximum 4 adults in tub at one time.~~
3. ~~3. Children must be 14 years or older and be accompanied by an adult.~~
4. ~~4. Glass containers are not allowed in tubs.~~
5. ~~5. No food allowed in or around tubs.~~
6. ~~6. Twenty (20) minute time limit when others are waiting.~~
7. ~~7. Remove suntan oil before entering tubs.~~
8. ~~8. No pets allowed.~~
9. ~~9. Dry off - Do not leave tub area dripping wet.~~
10. ~~10. Tubs will automatically drain if occupants violate these rules.~~
11. ~~11. All persons coming off beach must shower before entering the tubs.~~

12. Maximum recommended time limit for use is fifteen (15) minutes.
13. Pregnant women and people with health problems should not enter sauna/hot tub without first consulting a doctor.
14. Do not use while under the influence of alcohol, narcotics, or other drugs that can cause drowsiness or raise/lower blood pressure.
15. Do not use if water temperature exceeds 104 degrees Fahrenheit.
16. Smoking and vaping are prohibited in and around the pool and hot tub areas.

C.D. Splash Pad

1. Posted rules must be obeyed at all times.

VII. OTHER PROPERTY

2. No running.
3. Children must be always be accompanied and supervised by an adult.

VIII. OTHER PROPERTY

A. Racquetball Court

Must be 12 years old or accompanied by an adult, eye protection must be worn while playing racquetball. -A reserved thirty-minute (30) time limit can be requested to be extended if no other players are waiting. Tennis shoes are required at all times in the racquetball court. -No wet clothing, e.g. wet bathing suits, is allowed on the racquetball courts. -Racquetball court is open from 7:00 a.m. and closed at 11:00 p.m. -Absolutely no black marking shoes. -Reservations and key-access codes for racquetball court entry must be obtained from the Front Association's Desk. -Users are requested to keep racquetball court door closed while in use.

B. Fitness Room

With the exception of water, no food or drink is permitted in the fitness room. - Children under 16 years of age are not allowed unless accompanied by a parent. -Use is at your own risk. -Reservations and key-passes or codes for fitness center entry must be obtained from the Front Association Desk. -Please keep door closed and locked.

C. Sauna

Key Code is available at the Front Association Desk. -No children under 16 years of age

Formatted: Body Text, Line spacing: Multiple 0.06 li

Formatted: Font: 10 pt

Formatted: Font: Not Bold, Not Italic, Not Highlight

Formatted: List Paragraph, Indent: Left: 1.5", First line: 0", Numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1.06" + Indent at: 1.31", Tab stops: 1.3", Left + 2", Left

Formatted

Formatted: Indent: First line: 0"

Formatted: Heading 2, Indent: Left: 1", Hanging: 0.07", Space Before: 4.5 pt, Add space between paragraphs of the same style, Numbered + Level: 2 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 1.01" + Indent at: 1.51", Tab stops: 1.07", Left

Formatted: Font: Not Bold

Formatted: Body Text

Formatted: Body Text, Indent: Left: 1.5", Hanging: 0.5", Numbered + Level: 1 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1.32" + Indent at: 1.57"

Formatted

Formatted: Heading 2, Indent: Left: 1", Hanging: 0.07", Add space between paragraphs of the same style, Numbered + Level: 2 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 1.01" + Indent at: 1.51", Tab stops: 1.07", Left

Formatted

Formatted: Body Text, Indent: Left: 0", Add space between paragraphs of the same style

Formatted: Body Text, Indent: Left: 1.5", Right: 0.08", Add space between paragraphs of the same style

Formatted

Formatted

Formatted: Body Text, Indent: First line: 0"

Formatted

Formatted: Body Text, Indent: Left: 1.5", Right: 0.26"

Formatted

Formatted: Body Text, Indent: First line: 0"

Formatted

Formatted

Formatted

Formatted

Formatted

Formatted: Expanded by 0.05 pt

Formatted: Header, Right

are allowed in the sauna.

~~D. D.~~ Rollerblading, skateboarding ~~and~~, hoverboarding ~~are~~, and scooter use is prohibited on the property.

~~E.~~ Bicycling is allowed only to cross parking lot to and from street.

~~F.~~ Bicycling is only allowed to the extent needed to access public streets and sidewalks. Such use of property common areas is at bicyclist's own risk. Bikes not stored in Units must be parked only in Association-provided racks and locked with a lock belonging to the bike owner. The Association assumes no responsibility for damage to or theft of any bike. Bikes stored longer than seven (7) days without written permission from the Association are subject to confiscation and sale by the Association without compensation to the owner for the bike or lock.

~~F.~~ Drone use is strictly prohibited.

~~G.~~ Use of fireworks on beach and property is prohibited.

~~G.~~ Obey all posted rules and signs.

~~H. H.~~ All owners and guests must obey all posted rules and signs, directions from the Association, the building management company and subcontracted security personnel, and the building's Declaration of Condominium and By-Laws, and all applicable fire code and other laws.

~~I.~~ Property (furniture or equipment) in the common areas belonging to ~~one~~ the Association may ~~shall~~ not be taken to another building removed from the property.

~~J. J.~~ Smoking and vaping are prohibited in all Common and Limited Common areas which include, but not limited to, unit balconies, hallways, fitness center, meeting rooms, lobbies, storage areas, parking garage, pool and spa areas and stairwells. The only designated smoking area is in the southwest corner of the upper parking deck.

~~K. J.~~ Restrictions for Decorations—

All owners and guests are not allowed to hang anything from their balconies or attach anything to the outside of the entry door in the way of decorations including, but not limited to, Christmas, Valentine's Day, Mardi Gras and St. Patrick's Day as per the Condo Documents (location and description below). Association-provided entry doormats may not be removed and/or replaced by personal doormats. These areas are

Formatted: Body Text, Line spacing: Multiple 0.06 li

Formatted: Font: 10 pt

Formatted: Body Text, Indent: First line: 0"

Formatted: List Paragraph, Indent: Left: 1", Hanging: 0.07", Numbered + Level: 2 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 1.01" + Indent at: 1.51", Tab stops: 1.07", Left

Formatted

Formatted: Body Text, Indent: Left: 0", Add space between paragraphs of the same style

Formatted: List Paragraph, Indent: Left: 1", Hanging: 0.07", Numbered + Level: 2 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 1.01" + Indent at: 1.51", Tab stops: 1.07", Left

Formatted

Formatted: List Paragraph, Indent: Left: 1", Numbered + Level: 2 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 1.01" + Indent at: 1.51", Tab stops: 1.5", Left

Formatted

Formatted: Font: Not Bold

Formatted: Body Text

Formatted: Not Highlight

Formatted: Font: Not Bold, Not Italic, Not Highlight

Formatted

Formatted: List Paragraph, Indent: Left: 1", Right: 0.11", Numbered + Level: 2 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 1.01" + Indent at: 1.51", Tab stops: 1.5", Left

Formatted: Body Text, Indent: Left: 0", First line: 0"

Formatted: Heading 2, Indent: Left: 1", Hanging: 0.07", Numbered + Level: 2 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 1.01" + Indent at: 1.51", Tab stops: 1.07", Left

Formatted

Formatted: Font: Bold

Formatted: Body Text, Indent: Left: 0", First line: 0"

Formatted: Body Text, Indent: Left: 1.5", Right: 0.17"

Formatted

Formatted: Header, Right

common elements belonging to the Association. Security will ask for them to be removed and they will be removed for you if it continues to be a problem.

Declaration of Condominium – Phoenix V Association, Inc.
4. Definitions:-
(d) “Common Elements” means common areas and facilities including but not limited to all parts of the condominium property not included within the unit boundaries.
6. Surfaces: “An owner shall not be deemed to own the studs and structural components of the perimeter walls and/or of load-bearing walls nor windows and doors bounding the unit, nor balconies, not balcony railings enclosing a balcony area”.
10. Maintenance-
(b) By the Unit Owner: The responsibility of the unit owner shall be as follows:
ii. Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the building and/or the exterior of the balconies assigned to the exclusive use of the unit owner, and/or the exterior of the balcony area assigned to the use of the unit owner.

~~IX.~~ VIII. Enforcement OWNERS’ MAINTENANCE RESPONSIBILITIES

~~A.~~ -OF RULES

Failure to maintain a Unit can result in damage to other Units and/or Common Elements. In an effort to minimize those instances, the Association has developed a recommended maintenance schedule for certain Unit elements, which is Attachment B hereto. Failure to maintain per the schedule in Attachment B may constitute a violation of owners' maintenance obligations and/or “misconduct” under the Declaration of Condominium. Association assumes no responsibility or liability in the event owners fail to observe these schedules or to enforce them.

B. When an owner has work done in their unit all contractors hired must have an Alabama license and provide proof of General Liability insurance with limits not less than

Revised: October 2, 2021~~November 9, 2019~~

Formatted: Font: 10 pt

Formatted: Body Text, Line spacing: Multiple 0.06 li

Formatted

Formatted: Body Text, Indent: Left: 1.07", Right: 0.17"

Formatted

Formatted: Table Paragraph, Left, Indent: Left: 0.21", Space Before: 0.05 pt, Line spacing: Exactly 12.85 pt

Formatted Table

Formatted: Table Paragraph

Formatted: Table Paragraph, Indent: Left: 0.07", Line spacing: Exactly 12.8 pt

Formatted: Condensed by 0.05 pt

Formatted: Table Paragraph

Formatted: Table Paragraph, Indent: Left: 0.37", Right: 0.21", Line spacing: Exactly 13.8 pt

Formatted

Formatted: Font: Not Italic

Formatted: Table Paragraph

Formatted

Formatted: Table Paragraph, Indent: Left: 0.07", Line spacing: Exactly 12.85 pt

Formatted

Formatted: Table Paragraph

Formatted: Table Paragraph, Indent: Left: 0.07", Line spacing: Exactly 12.8 pt

Formatted: Condensed by 0.1 pt

Formatted: Table Paragraph

Formatted: Table Paragraph, Indent: Left: 0.3", Right: 0.32", Line spacing: Exactly 13.8 pt

Formatted

Formatted: Table Paragraph

Formatted

Formatted: Table Paragraph, Indent: Left: 0.62", Line spacing: Exactly 12.85 pt

Formatted

Formatted: Font: Not Bold

Formatted: Body Text, Space Before: 0.35 pt

Formatted: Not All caps

Formatted: Heading 1, Tab stops: 0.57", Left

Formatted: Font: 11 pt, Not Bold

Formatted: Header, Right

\$1,000,000 per occurrence \$2,000,000 general aggregate, \$1,000,000 products & completed operations with ongoing and completed operations, Personal & Advertising Injury \$1,000,000, Medical Payments \$5,000. Automobile Liability insurance with limits not less than \$1,000,000, Workers Compensation insurance with limits not less than \$1,000,000. The General Liability & Automobile Liability policies are Primary & Non-Contributory, with waiver of subrogation and hold harmless agreement in favor of the Owner and the Association.

Formatted: Body Text, Line spacing: Multiple 0.06 li

Formatted: Font: 10 pt

X. ENFORCEMENT OF RULES

A. Owners

Violation of ~~those~~ the above rules for which penalty is not so above stated will be referred to ~~respective Association board~~ the Association's Board of Directors for assessment of penalty.

Formatted: Heading 1, Tab stops: 0.57", Left

Formatted: Heading 2, Indent: Left: 1", Hanging: 0.07", Numbered + Level: 2 + Numbering Style: A, B, C, ... + Start at: 1 + Alignment: Left + Aligned at: 1.01" + Indent at: 1.51", Tab stops: 1.07", Left

Formatted

Formatted: Body Text, Indent: First line: 0"

Formatted: Body Text, Indent: Left: 1.5", Right: 0.29"

Formatted

Formatted: Body Text, Indent: Left: 0", Space Before: 0.05 pt

B. Renters

1. Guests

- Violation of those rules for which penalty is not so above stated will be referred to ~~Brett/Robinson Gulf Corp. Property Manager~~ the Association management company for penalty.
- ~~2. Failure to comply can lead to removal and forfeiture of rents and deposits from the property.~~

Formatted: List Paragraph, Indent: Left: 1.5", Hanging: 0.5", Right: 0.77", Numbered + Level: 3 + Numbering Style: 1, 2, 3, ... + Start at: 1 + Alignment: Left + Aligned at: 1.06" + Indent at: 1.31", Tab stops: 2", Left

Formatted

Formatted

Formatted: Body Text

Formatted: Font: 11 pt, Not Bold, Not All caps

Enforcement C. Enforcer

All Brett/Robinson Gulf Corp.

Association management company employees and ~~subcontracted~~ security personnel shall have the authority and responsibility to enforce ~~all of the above~~ these Rules and Regulations. Neither the Association, nor its management company or security personnel, are liable for any loss of rent, deposit, or any other consequential damage arising or related to enforcement of these Rules & Regulations.

Formatted: Condensed by: 0.05 pt

Formatted

Formatted: Body Text, Indent: Left: 0", Hanging: 1.07", Right: 0.25", Line spacing: Multiple 1.08 li

Formatted: Font: Courier New

Formatted: Header, Right