



The Moorings Condominium Owners Association, Inc.

Rules and Regulations (Adopted June 5, 2025)

Revised and Adopted at Board Meeting June 5, 2025

INTRODUCTION

Dear Unit Owners:

The following rules and regulations have been carefully prepared to provide all owners with a set of procedures, policies, and regulations (“Rules”) to assure our members and their guests of a friendly, cordial environment in which to live and/or spend their vacations. While it is the intent of the Board of Directors to make the rules and regulations as owner friendly as possible, it will require ownership cooperation to ensure The Moorings experience is an enjoyable one.

Please ask each member of your household and guests, as hereinafter defined, to read this carefully.

The Board of Directors welcomes any suggestions and recommendations for improving these Rules and Regulations from our members. Please submit them in writing using the form on our website.

Owners’ web site: www.obmoorings.com

User Name: mooringsowner

Password: Sunfun

PREAMBLE

The following rules have been drafted by the Board of Directors of The Moorings, a Condominium Association (the “Association”) in accordance with the Declaration and By-Laws (the “Declaration”) to not only protect the architectural integrity of The Moorings, the (“Condominium”), but to promote the safety and

welfare of residents so as to preserve peaceful and quiet enjoyment of everyone's condominium experience.

These rules replace and supplant all previous rules.

It should be remembered the Rules do not replace the Declaration, which the Board of Directors uses as its primary governing document. Both documents are in force. In case of conflict between the workings of the Rules and Declaration, the Declaration will prevail.

The rules shall apply to all owners/lessees and their guests, which include but are not limited to, family members, agents, and invitees.

In establishing and maintaining these rules, the Board of Directors will strive to ensure they do not affect an owner's right to their quiet enjoyment and reasonable and unrestricted use of their property or privileges of ownership.

The rules may be modified, repeated, or amended at any time by a resolution of the Board of Directors when deemed necessary to be the best interest of owner/lessees, guests, and the community.

COMMON ELEMENTS

The amenities and facilities of the condominium are for the use of owner/lessees and their guests. The Board of Directors of the Association shall have the right to limit the number of guests who may use the common elements.

No motorized vehicle shall be allowed on walkways or other areas except upon areas designated for such vehicular use. The fire lane has a cross easement with Sportsman Marina in which loading, unloading, and parking of vehicles or other objects is strictly prohibited.

No one shall use or permit to be brought into any unit, including limited common elements such as balconies, or upon any of the common elements, inflammable oils or fluids or other explosives (exclusive of legal ammunition) or articles deemed hazardous to life or property such as, but not limited to, gasoline, propane, and fireworks or other similar products.

No owner may alter or repair the limited common elements or common elements without the express written consent of the Board of Directors. No work of any

kind shall be done upon or affecting exterior walls or interior boundary walls without first obtaining the approval required by the Declaration.

All common areas are reserved for owners and guests that are unit occupants at the time of use. Any guest not staying as an overnight occupant must be accompanied by the owner or overnight occupant at time of use.

Owners are responsible for any damages that may occur during the process of moving in or out. All damages to common elements and/or limited common elements by furniture movers shall be assessed against the unit owner. The owner must supervise all moving companies.

LIMITED COMMON ELEMENTS (PARKING & MARINA)

Limited common elements are for the exclusive use by the unit to which they are assigned. No unit owner to which boat slip(s) or parking space(s) are assigned may separately lease or rent ("Rental" or "Rent") such limited common elements except to another Moorings owner of record in good standing with the association, and only with the express written consent of the Board of Directors.

BALCONIES, WINDOWS, AND DOORS

No article shall be hung or shaken from the doors, windows, balconies, or placed upon the windowsills or balconies of the units. No laundry, towels, signs, decorations, or other articles shall be placed or hung on the exterior portions of any unit.

Exceptions to this rule in Limited Common Elements are:

- a. Seasonal decorations for federally recognized holidays
- b. Outdoor "patio" type furniture
- c. Temporary floor covering (i.e. - outdoor "throw" rugs)
- d. Sports banners/flags – In order to foster a spirit of friendly competition and fellowship among our residents, a single sports banner/flag may be hung from a unit balcony on game days only, with the following conditions:
 - i. The banner/flag may be hung on the morning of game day and must be removed by the following morning.
 - ii. The banner/flag must not exceed 3' x 5' in size and must not be hung in such a manner that it would impede the view of the adjacent unit(s).

No general storage units or hot tubs are allowed in limited common elements or common elements.

No article shall be placed or stored outside the entry door of a unit including but not limited to, shoes, coolers, fishing tackle, bicycles, plants, or ornaments. A welcome mat may be placed on, but not permanently adhered to, the outside entry door floor. A wireless door chime button may be affixed by double sided tape to the outside entry doorframe or on the adjacent glass window.

No materials or other items affecting the exterior appearance of a unit or limited common elements shall be placed or installed, within or outside a unit, without the prior written consent of the Board of Directors.

Nothing is to be placed on the outside walls or doors of any unit or boat slip and no sign, awning, canopy, shutter, antenna, satellite dish, door knocker or other fixture shall be affixed to or placed on the railing, exterior walls, doors, floor or roof, or any part thereof, without the express written consent of the Board of Directors.

Key lock boxes should only be affixed to railings inside stairwells.

The building contains high-tension structural cables in the ceilings and floors. No drilling is allowed in either ceilings or floors without written permission and supervision of the Association.

GRILLS

Except upon the gas grills that are part of the Limited Common Elements, no cooking shall take place on the Limited Common Elements and Common Elements by the use of charcoal grills, boilers, deep fryers, and smokers, whether open flame or electric.

Owners shall be allowed to choose any brand of grill they want, subject to Board approval (using the following guidelines):

- a. The grill must be constructed of solid stainless steel and must be stainless steel in appearance (i.e. – no black, red, green, blue or other color grills). To maintain uniformity of appearance throughout the complex, all grills must have the same stainless-steel finish, regardless of the manufacturer.
- b. The grill must be powered by “Natural Gas” (i.e. – No Propane, Charcoal, Pellet or Electric Grills) and must be connected to the existing natural gas

valve and must be mounted in the same location as where the existing grill is mounted (per the engineering drawings of the building). Said connection must include a gas cut-off valve allowing the gas to be shut off in the event of an emergency.

- c. The grill must be properly installed & permanently affixed, (as pre-approved by the Board) to the balcony to assure that it will not become a hazard in high-wind and/or hurricane type conditions.
- d. The top of the grill must be outfitted with a “latch” or some other type of mechanism to assure that it does not become separated from the bottom of the grill in high-wind conditions.
- e. It is the responsibility of each unit owner to properly maintain their grill and to assure that there is no chance that the operation of that grill would create an unsafe environment for other unit owners in the building.
- f. The Association shall routinely inspect each grill to assure that it is in good, safe working order and, if not, shall require that the grill either be repaired in such a manner that it is in proper working order or should said grill be beyond repair, then require that it must be replaced.
- g. Should an owner decide to remove their grill when they sell their unit, they must make sure that another grill is installed in the current grill’s place that has been approved by the Board and meets the guidelines outlined in paragraphs a., b., c. and d. above.
- h. All grills must be removed from The Moorings properties immediately.
- i. Gas supply disconnection/connection must be inspected and approved by The Moorings manager/custodian.

NOTE: It is important that the Association approve the installation of **all** new grills because our building is constructed of “pre-stressed” concrete panels and there are high tensile-strength cables running through the concrete of our floors, ceilings, and balconies. If one of those cables were to be inadvertently compromised, the results could be catastrophic. Therefore, before any grill may be installed on an owner’s balcony, Board approval must be received prior to the installation of the grill.

CONSIDERATION OF FELLOW RESIDENTS

No owner/lessee or guest shall make or permit unreasonable noises that will disturb or annoy the occupants of other units in the condominium, nor do or permit any act, which will interfere with rights or comfort of others. “Quiet Time” on The Moorings property (in all common and/or limited common areas) shall be

observed daily between the hours of 10:00 p.m. and 9:00 a.m. (Note: this is the time when the Pool Area is closed).

There shall be no deliveries except from the hours of 8:00 a.m. through 5:00 p.m. Construction work that emits noises shall be restricted to the hours of 9:00 a.m. to 5:00 p.m., Monday through Saturday. No construction work that emits noises shall be permitted on Sundays.

No owner/lessee or guest shall feed or cause to be fed any wild animal including, but not limited to, wild dogs, feral cats, coyotes, opossums, raccoons, or birds of any kind.

WASTE DISPOSAL

Each owner/lessee or guest shall keep their unit in a state of preservation and cleanliness and shall not cast off or cause to be cast off from or onto any private elements, common elements or limited common elements any item or substance including, but not limited to, trash, debris, refuse and/or garbage of any kind.

All ordinary household trash, debris, refuse and/or garbage must be securely bagged and properly disposed of by placing it into designated trash and/or garbage receptacles provided by the Association for that purpose.

No trash, debris, refuse and/or garbage shall be burned, and all disposals shall be in accordance with the rules and regulations promulgated and in force by the Board of Directors of the Association as posted.

Owners shall be responsible for removal and proper disposal of their pet's feces from common elements, limited common elements, and private elements.

Any and all construction trash, debris, refuse and/or garbage must be removed from the premises using containers designed explicitly for that purpose and must ***not*** be placed into the onsite dumpsters provided by the Association for ordinary household trash and garbage.

UNIT IDENTIFICATION

An owner may identify such owner's unit only with a plate mounted in a location and in a manner and of a type and size approved by the Association. No other sign, advertisement, or other lettering shall be exhibited by any party visible to the outside of a building or otherwise displayed in any common elements or

limited common elements, without the prior written consent of the Association. Specifically, excluded from this rule, as provided herein, are seasonal decorations that are installed in limited common elements in a temporary and non-intrusive fashion.

REAL ESTATE SIGNS & OPEN HOUSES

Alabama licensed real estate agents (the “Real Estate Agent”) may place temporary signs advertising an open house at the street entrance to the condominium and other signs directing traffic to the specific open house unit. It will be the responsibility of the real estate agent to utilize a process of providing access to its potential customers that does not violate the condominium property security. The signs shall be of a professional quality and the use of balloons or other “eye catching” devices are prohibited. The real estate agent shall remove such signs within a reasonable amount of time following the advertised period of an open house.

ACCESS TO OWNER’S UNITS

The Association or its agents shall have the right of access to any unit at any reasonable time, with proper notice to the owner, if possible, to remedy any condition which could result in damage to the building, or for any purpose permitted under the Declaration and Rules of the Association.

It shall be the responsibility of each owner to assure the Association has a working key to their unit. In the event such a key has not been provided and it becomes necessary for the Association or its agents to enter the unit, all costs of entry including, but not limited to, locksmith charges or damage to the entryway as a result of forced entry, shall be the responsibility of the owner.

PARKING

An owner may not lease their assigned parking space except via the lease (as herein defined) of their unit, except to another owner of record in good standing with the Association, after having first received the express written consent of the Board of Directors.

Assigned parking spaces on the lower level of the condominium are to be used only by the owner/lessee and guests as provided for herein.

The sidewalks, driveways, and parking areas, including the assigned parking spaces must not be obstructed, encumbered, or used for any purpose other than for the purpose of parking licensed, street legal (dimnable headlights, turn indicators, brake lights, seat belts, etc.) passenger vehicles of no more than two axles.

No vehicle of any type shall be operated on the condominium property except by a licensed driver.

The Board of Directors may restrict access to parking spaces to vehicles without such vehicle bearing a pass or decal issued by the Association and may from time to time adopt and enforce other regulations with respect to parking. The 17 parking spaces located directly in front of and adjacent to the building, along with the 4 spaces adjacent to the porte cochere have been designated as "Reserved for Moorings Unit Owners Only" and Moorings Parking Permits are required of all vehicles that park in these 21 spaces. Owners must be on site while parking in the front Owners Only parking spaces in the event of the need for removal due to construction or repairs to the building.

No parking space or other area shall be used for the storage or parking of any boat, boat trailer, house trailer, camper trailer, ATV or any other towed trailer, vehicle, or object. Other parking regulations may be posted in the parking areas.

The Board of Directors of the Association shall have the right to have any unauthorized vehicle or object parked in violation of the parking rules towed at the sole expense of the owner. Washing of cars, boats, and vehicles of any kind on common elements is prohibited.

No item of any kind such as, but not limited to, personal watercraft, trailers, boats, storage units, kayaks, ATVs, etc. shall be allowed in any common element areas adjacent to assigned parking spaces. Bicycles are the exception to this rule.

The Association provides kayak racks in the below ground common elements for the use of owners/lessees and guests. Spaces in these racks are available for yearly lease by owners in good standing with the Association on a "first-come first-served" basis. The fees for renting these spaces shall be set by the Association and are subject to be changed from time to time.

Assigned parking spaces may be transferred from one owner to another owner whether or not in connection with the sale of a unit upon approval of the

Association, which shall not be unreasonably withheld, and payment of such fee as may be established by the Board of Directors as an accommodation fee.

A unit owner to whom an assigned parking space has been assigned shall have no further rights with respect to such parking space after a sale, transfer of such unit, and unless transferred to the purchaser of such unit or to another unit owner as provided above, the right to assign such assigned parking space shall revert to the Association.

GOLF CARTS

Golf carts are allowed only by owners of The Moorings and in accordance with the following guidelines:

- a. Maximum of one golf cart per unit.
- b. Must have current OBA parking permit sticker affixed permanently to golf cart at all times.
- c. Must have Moorings Golf Cart permit sticker affixed permanently to golf cart at all times.
- d. Must be operated by a licensed 16-year-old or older driver.
- e. Must be used to ingress and egress the Moorings property only.
- f. Must not be operated on or near docks and back patio at any time.
- g. Must not be stored or parked in common areas in garage parking lot, sidewalks, or lawns and grounds at any time.
- h. May not be parked or stored in the Owners Only Parking area and any time.
- i. Cannot be stored or parked in an assigned parking space with another vehicle. (Exception – Some owners have adequate space next to their assigned parking spaces to store a golf cart. This will be allowed in the event it does not impair ingress or egress to another assigned parking space or emergency passageways and does not create a hazard in anyway.)
- j. In the event of a named storm all carts and vehicles must be removed from the P1 level Parking Garage.

CHARGING OF ELECTRIC VEHICLE BATTERIES

Any and all costs to install, maintain or expand equipment, and insurance riders for charging electric vehicle batteries will be borne by the owners of the related vehicles and not by The Moorings Condominium Owners Association, Inc. A minimum monthly service charge for electricity consistent with the charge to boat slip owners will apply.

Changes to the electrical system infrastructure of The Moorings property can be performed ONLY by the qualified electrical contractor approved by the Board of Directors.

Charging in the parking garage may only occur inside an owner's deeded parking space.

Charging outside the garage may only occur in common area parking spaces designated by the Board of Directors. A Charging Committee made up of EV owners will be responsible for developing outside of garage charging system suggestions for Board approval. Charging of golf carts by extension cords from an owners unit or from external electrical landscape receptacles is not allowed. Charging systems outside of the garage must be approved by the Board of Directors prior to installation by the approved electrical contractor.

SWIMMING POOL(S)

Anyone using the swimming pool(s) does so at their own risk. The Association is not responsible for any accident or injury in connection with use of the pool(s) or for any loss or damage to personal property. Persons using the pool area agree to hold harmless and indemnify the Association and all unit owners from any and all injury or damage resulting from use or action in the pool area.

An adult must accompany any child under the age of 12. Such adult shall be in the pool area and capable of rendering assistance in the event of distress. It is the owner's, parent's, or guardian's sole responsibility to determine whether a family member, guest or resident 12 years or older may swim unaccompanied. The owner/lessee, parent or guardian of any child, irrespective of the age of such child, accepts sole responsibility for any guest, or ward that is injured, maimed, or killed while using the Association's pools and/or its facilities.

- a. Pool hours are between 9:00 a.m. and 10:00 p.m.
- b. No glass is permitted in pool areas.
- c. Owners/Lessees are responsible for the conduct of their guests at all times.
- d. No boisterous or rough play is permitted in the pools, or in the pool area.
- e. No pets allowed in pool areas. Service animals are the exception to this rule.
- f. Lounge chairs may be placed around the inside edge of the zero-entry portion of the pool for sunbathing. The owner/lessee or guest placing a lounge chair(s) on the inside edge of the pool is responsible to return the

- lounge chair(s) to their normal position on the pool deck. Tables and straight back chairs are not allowed in any part of the pool. Using the deck equipment for anything other than its intended use is prohibited.
- g. The pool(s) shall be used in accordance with the rules from time to time promulgated by the Board of Directors of the Association, which rules shall be posted.
 - h. The pool(s) are reserved for owners and guests that are unit occupants at the time of use. Any guest not staying as an overnight occupant must be accompanied by the owner or overnight occupant at time of use.
 - i. For security enhancement, all entry gates into the pool area are restricted access and require the use of either a key or an electronic fob. Keyless emergency exits are located at the marina gate and handicap access ramp. Gates are not to be tampered with in any way that will render them accessible without a key or a fob. A replacement fob that has been misplaced, stolen, or lost can be obtained by contacting the Building Manager/Custodian. A replacement application form is available on The Moorings website.
 - j. No smoking at any time inside the fence in the pool area, pool atrium/vista, and pool restrooms.

BOAT DOCKING

- a. All boats tied to the docks at the Moorings ***must*** have an owner's sticker affixed to the boat. ***NO RENTER/GUEST BOATS ARE ALLOWED TO BE TIED-UP AT THE MOORINGS DOCKING AREA AND/OR PIER AREA.***
- b. These owner stickers must be secured prior to attempting to tie-up and/or dock at The Moorings as these stickers are not issued dockside. These stickers may be secured from The Moorings management group by presenting registration and insurance papers.
- c. A boat sticker does ***not*** guarantee the availability of docking space at The Moorings.
- d. A maximum of two boat permits (vessels) for each unit.

CLIMATE CONTROL

It is the owner's responsibility to assure a controlled climate in their unit at all times which will prohibit or deter the development or infestation or mold or other types of fungus.

In the event it comes to the attention of the Board of Directors that the climate control equipment in a unit has intentionally been turned off or is not set in a range that will produce such a controlled climate, the Board of Directors and/or its managing agents may, after having made reasonable attempts to obtain permission of the owner, enter the unit and make such adjustments as necessary to the HVAC system.

In such event, the owner will be responsible for the cost of any subsequent repairs to correct any infestation or mold or other types of fungus that may result from their lack of assuring a controlled climate in their unit.

MARINA

An owner may not lease their assigned boat slip except via the lease (as herein defined) of their unit, or to another owner of record in good standing with the Association, after having first received the express written consent of the Board of Directors.

Assigned boat slips in the private marina are to be used only by the owner/lessee, guests and/or approved lessees as provided for herein.

Assigned boat slips may be transferred from one owner to another owner whether or not in connection with the sale of a unit, upon prior approval of the Association, which shall not be unreasonably withheld, and payment of such fee as may be established by the Board of Directors.

A unit owner to whom a boat slip has been assigned shall have no further rights with respect to such boat slip after a sale, transfer of such unit, and unless transferred to the purchaser of such unit or to another unit owner as provided above, the right to assign such assigned boat slip shall revert to the Association.

Anyone using the marina does so at his or her own risk. The Association is not responsible for any accident or injury in connection with the use of the marina or for any loss or damage to personal property. Persons using the marina hold harmless and indemnify the Association and all unit owners from any injury or damage resulting from use or action in the marina area.

Owner/Lessees are responsible for the conduct of their guests.

The marina shall be used in accordance with the rules and regulations promulgated by the Board of Directors of the Association, and other rules that may be posted by the Board of Directors.

Alterations to marina slips are subject to the provisions of the Declaration and Rules. The prior written consent of the Association shall be obtained before any changes are effectuated.

In the event that a “Named” storm has been forecast to affect the Orange Beach area and/or an evacuation is ordered by state or local authorities, the following actions shall be required from Moorings Owners:

- a. Any boats or vessels of any kind that are docked, moored, or located in the Marina must be removed immediately and must not be returned to the marina until the threat of the storm has passed.
- b. Any kayaks, canoes, paddle boards, vessels, vehicles, cycles, or any property of any kind whatsoever that are stored, kept, or located in the garage area must be removed immediately and must not be returned to the garage until the threat of the storm has passed. This includes any Kayaks, Paddle Boards or any other item that is stored and/or attached to the Rack provided by the Association and leased to an owner.

The owner of any such property of any kind that is not removed from the premises and causes damage to any private elements, common elements or limited common elements shall be held responsible for and will be billed for any such damage. Should the owner fail or refuse to pay for any such damage, the Association may specially assess the owner’s unit and avail itself of the lien and collection procedures provided in The Moorings Declaration of Condominium and under Alabama law.

The Association may, but is not required to, remove any such property of any kind that is not removed from the premises as required herein and bill the owner thereof for expenses incurred and paid by the Association for any such removal.

FITNESS ROOM

No one under the age of 16 is permitted in the fitness room unless accompanied by an adult. Anyone using the fitness room does so at their own risk. The Association is not responsible for any accident, injury, or loss in connection with the use of the fitness room. Persons using the fitness room agree to hold

harmless and indemnify the Association and all unit owners from any and all injury or damage resulting from use or action in the fitness room area.

- a. No person who is not an owner/lessee or guest shall use the fitness room.
- b. No boisterous or rough play shall be permitted in the fitness room.
- c. Glass is not permitted in the fitness room.
- d. Owner assigned keys to the fitness room are not to be duplicated.

Upon exiting the fitness room, the individual must clean each apparatus used with a disinfectant and turn off the lights and televisions.

MEMBERS LOUNGE

The Members Lounge, located just east of the main elevator lobby on the 2nd floor, is exclusively for the use of Moorings owners of record in good standing with The Moorings Condominium Association, Inc. and their invited guests.

Although a member may request the use of the members lounge for some special function or event, other members shall not be excluded from using the room at the same time. The members lounge is always available for the use of all members and their guests, regardless of whether or not it has been reserved and/or is being used by another member.

Reserving the members lounge shall be done on a first-come first-served basis by contacting the Building Manager.

Anyone using the members lounge does so at their own risk. The Association is not responsible for any accident, injury, or loss in connection with the use of the members lounge. Persons using the members lounge agree to hold harmless and indemnify the Association and all unit owners from any injury or damage resulting from the use of or any action that might occur in the members lounge.

- a. Only owners of record in good standing with the Association shall be entitled to reserve the use of the members lounge.
- b. No guests/lessees are allowed to use the members lounge unless they are invited and accompanied by an owner of record in good standing with the Association.
- c. No one under the age of 21 is permitted in the members lounge unless accompanied at all times by an adult over the age of 21. Alcohol consumption by persons under the age of 21 shall not be permitted in the members lounge.

- d. Smoking shall not be permitted in the members lounge.
- e. Pets shall not be allowed in the members lounge. Service animals are the exception to this rule.
- f. No loud, boisterous or rough play shall be permitted in the members lounge.

When the Owner who reserved the members lounge is through using it, they must ensure that the room is free of all trash and/or debris and that all appliances, apparatus and utensils are cleaned satisfactorily. They must also ensure that all appliances, lights, and televisions are turned off.

The use of the members lounge is a privilege to be enjoyed by the members of our association. Should the room be left in an unclean, disorderly, unsightly, or damaged condition, the owner that reserved the room will be billed for cleaning and/or repairs of any damages that might have occurred. Should the owner fail or refuse to pay any such bill, the Association may specially assess the owner's unit and resort to lien and collection procedures provided in The Moorings Declaration of Condominium and under Alabama law.

PETS

Only Pets ("Pet(s)") personally owned by and/or registered to a Moorings unit owner shall be permitted on The Moorings premises (specifically in any unit, boat slip or any portion of The Moorings property).

- a. Express written consent (registering your pets) of the Board of Directors must be obtained before any Pet(s) of any kind may be kept in any unit, boat slip or any portion of the property. A "Pet Application" is available on The Moorings website (under "Contact"). Simply complete the application online and submit it to the Board for approval.
- b. Upon approval of the Pet(s) application, the owner will receive a pet tag, which must be attached to the pet(s) (or it's leash) anytime the pet is outside the unit. This will allow quick and easy identification of those pet(s) that have been approved by the Association. Any animal found to be without a pet tag will be subject to immediate removal from The Moorings property.
- c. Pet(s) must comply with all laws and ordinances in regard to inoculations and other like requirements and proof of compliance (a copy of the animal's Immunization Record) must be submitted to the Association yearly

on or before the Annual Membership Meeting (held on the 2nd Saturday in December).

- d. Visitors, renters, and tenants are ***not*** permitted to have Pet(s), or animals of any kind on the premises.
- e. Pet(s) shall not be allowed in the pool areas. The exception to this rule would be for persons who require the use of a Service Animal. Any person bringing a Service animal into the pool area shall be responsible for cleaning up after that animal.
- f. Pet(s) shall be limited to dogs, cats, fish, and birds.
- g. Pet(s) must be kept on a leash and must always be under the control of their owner whenever they are outside the unit. They shall not be allowed to run free or unleashed at any time or to otherwise interfere with the rights, comfort, or convenience of other residents.
- h. Owners shall assume responsibility of cleaning up after their pet(s). This specifically requires the owner to remove their pet(s) feces before leaving any portion of The Moorings outdoor property and provide for proper disposal of that feces. North and south pet stations are provided with bags and disposal canisters.
- i. Should a pet have an “accident” anywhere inside the confines of the building (including the lobbies, walkways, stairwells, elevators, etc.) it shall be the owner’s responsibility to remove and dispose of any feces and/or clean up any urine involved in the accident.
- j. In the event that a pet causes or creates a continuous or ongoing nuisance or unreasonable disturbance, The Board of Directors may require that said pet(s) be permanently removed from the condominium property. Should such action be required, the owner shall have seven (7) days from the day they receive written notice to affect removal of the pet(s).
- k. Any owner that keeps pet(s) shall be liable for any and all damage caused by such Pet(s) or animal to any part of the condominium property.
- l. HOA MAY ASSESS FINES TO CONDO OWNERS FOR ANY AND ALL VIOLATIONS OF THE PET RULES AND REGULATIONS SET FORTH ABOVE.

RENTALS

An owner may not rent, lease, or advertise for rent or lease, their unit(s), except to another owner of record in good standing with the Association, for a period of less than seven (7) days. Please note that all rentals require prior notice to the Association. A “Rental Form” is available on The Moorings website for our members convenience.

The Owner of a Rental Condo or their rental representative shall:

- a. Provide the lessee/renters with a copy of the Declaration and Rules
- b. Include in the lease agreement a provision that the lessee/renter has been given said copies, has read, understood, and agrees to abide by these documents,
- c. Notify the Board of Directors in writing the unit is lessee/renter occupied, giving the lease/rental period, names(s), address, cell phone number and automobile tag number of any and all vehicles belonging to the occupants, and
- d. Provide the management agent and/or the Association the name of any agent retained by the owner to manage the unit on their behalf.

The unit owner shall not be relieved of any obligations to the Association by virtue of the Lease of a unit and unit owner shall be responsible for paying **ALL** fines etc. assessed due to violations of The Moorings Rules and Regulations by guest and renters. The owner who leases/rents their unit shall irrevocably empower the Association or its managing agent to enforce the Rules & Regulations on a direct basis with the lessee and to terminate the lease and evict any tenant or occupant who fails to comply with said Rules & Regulations. The Board of Directors reserves the right to promulgate other and/or additional Rules & Regulations with respect to leases.

PAYMENT POLICIES

Monthly assessment payments are due by the first of each month. At 30 days past due, a first notice letter is sent to the delinquent owner stating the Association has the right to file a lien against the unit. At 45 days past due, a second and final notice (certified mail) is sent. The Owner is given ten (10) days after receipt of the final notice to pay the account in full. After the ten (10) day period, copies of the first and final notice letters and a copy of the certified mail receipt signed by the recipient is sent to the Association's attorney with instructions to commence collection proceedings.

Special assessments will be due on the date indicated and the same procedure will be used for delinquent payments of special assessments. Late fees, interest rates, legal fees due to delinquent payments and fines of any kind will be charged to the owner and will be filed as a lien against the unit. Members in default of their Association account as of the fixing of recorded data prior to a member meeting will not be eligible to vote on Association matters.

MORTGAGE ASSISTANCE

In the event an owner provides the Association with written request to furnish a certificate containing the information required by Section 35-8A-409 of the Alabama Uniform Condominium Act of 1991, the owner's account will be charged a scheduled fee per request for such services. The fee on the date of this rule revision is \$100.00, however, the Association's bookkeeping service may change the amount from time to time without notice. To ascertain the amount that will be charged at time of request, contact the Association's bookkeeping service at [Luna Beach Properties, LLC \(251\) 948-2645](mailto:Luna Beach Properties, LLC (251) 948-2645).

Substantial data, at no charge, is contained on the Association's web site at:

www.obmoorings.com
User Name: mooringsowner
Password: sunfun

It is permissible to grant website access to non-owners that have a legitimate need for such information.

ENFORCEMENTS/PENALTIES

A system of penalties has been established to ensure compliance with the Declaration and Rules of the Association. The Board of Directors believes that the enforcement procedure will result in greater community awareness of reasonable conduct that all owners have the right to expect from each other. If an infraction occurs as a result of any action by an owner, guest or lessee, the unit owner will be held accountable.

Fines may be imposed for violation of any of the above rules, according to the following schedule:

First infraction: Owner will be notified via email and phone message (provided owner has provided HOA with a good email address and phone number).

Repeated Infractions: Fine of \$500 for each additional infraction - Owner will be notified via email and phone message (provided owner has provided HOA with a good email address and phone number).

The Board of Directors may not impose any fine or infringe upon any rights of an owner for infractions of the rules without compliance of the following procedures.

The Board shall have ten (10) days after an alleged infraction is reported to them to notify the owner of the alleged infraction. The Board may take no action if owner is not notified of the infraction, as provide above, after the ten-day limitation has expired.

In the event repeated fines and notices do not deter infractions, and the situation is deemed to be “chronic”, the Board of Directors, at its sole discretion, may implement additional sanctions against the owner including, but not limited to suspension of common services such as Internet Connection, Cable Television, and use of the Marina, Pools, and Fitness Room.

If a violation of the rules is observed and reported to the Board of Directors, the Board of Directors may notify the owner as set forth above to correct the circumstances by which the Infraction may have occurred.

This Notification will include the nature and date of the alleged infraction.

In the event that a fine is imposed, the owner may request a hearing within ten (10) days after notification of the fine. The request must be made via email to the current condo management company and the current HOA president. The hearing shall be held in executive session (that is, a closed session) of the Board of Directors, and will afford the owner a reasonable opportunity to be heard. The owner may present his/her case to the Board of Directors, and the Board of Directors will decide, based on the available information regarding the alleged violation, whether or not any fines and/or penalties should be lifted.

A fine will be applied to the owner regardless of whether the offender is the owner/lessee/renter, guest or occupant except as provided for above. The payment of a fine does not relieve the owner of the obligation of correcting the violation. If the Association incurs expenses to correct the violation, this expense will be assessed against the owner.

If a fine remains unpaid, a lien may be placed against the unit. This means that the unit cannot be sold unless the fine and all associated expenses in filing the lien are paid, and the lien has been removed. In addition, the Board of Directors may foreclose on a lien if it is deemed necessary.