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STATE OF ALABAMA )

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**AMENDED AND RESTATED**

**RULES AND REGULATIONS**

**OF**

***Harbor Cove, A Condominium***

***Orange Beach, Alabama***

**Revised: August 27, 2016**

**WHEREAS**, the original Rules and Regulations of Harbor Cove, A Condominium, were recorded as Exhibit "D" to the Declaration of Condominium of Harbor Cove, A Condominium, which was recorded on May 25, 2000, as Instrument No. 547258, and which were subsequently amended by that Amended and Restated Rules and Regulations of Harbor Cove, A Condominium, as recorded on October 2, 2014, as Instrument No. 1479630, with all recording references herein being in the Office of the Judge of Probate of Baldwin County, Alabama, as amended; and,

**WHEREAS**, the Board of Directors of Harbor Cove Condominium Association, Inc. did unanimously vote to further amend and revise said Rules and Regulations at a property called Board Meeting held on, or about, August 27, 2016, pursuant to the Declaration of Condominium of Harbor Cove, A Condominium, the By-Laws of Harbor Cove Condominium Association, Inc., and any other governing document, as amended.

**NOW, THEREFORE**, the Amended and Restated Rules and Regulations of Harbor Cove, A Condominium, shall be amended and restated in its entirety, as follows:

**AMENDED AND RESTATED**  
**RULES AND REGULATIONS OF**  
**Harbor Cove, A Condominium**

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## ***I. Preamble***

The following Amended and Restated Rules and Regulations of Harbor Cove, A Condominium (hereinafter referred to as "Rules" or "Rules & Regulations") have been carefully prepared and adopted by the Board of Directors of Harbor Cove Condominium Association, Inc. in accordance with the Declaration of Condominium, the By-Laws, and the Alabama Uniform Condominium Act of 1991, to provide all Unit Owners with a set of procedures, policies, and regulations designed to assure you a comfortable and cordial living environment, to protect the architectural integrity and harmony of Harbor Cove, but also to promote the safety and welfare of owners, renters, lessees, guests, tenants, and occupants. If followed by each of us, these Rules and Regulations will enable the Association to function smoothly and cooperatively. In establishing and maintaining the Rules herein, the Board of Directors will strive to ensure they do not affect Unit Owners' right to the enjoyment of reasonable and unrestricted use of their property or privileges of ownership at Harbor Cove, A Condominium.

All Unit Owners should inform their household, renters, lessees, guests, tenants and/or occupants (non-owner) using the condominium property of these Rules and Regulations and the Unit Owner will be held liable for non-compliance by their renters/guests. These Rules apply to all Unit Owners, family members, renters, lessees, guests, tenants and/or occupants, and will be enforced by the Board of Directors and/or its agents or assigns, in accordance with these Rules, the Declaration, the By-Laws and the Alabama Uniform Condominium Act of 1991.

These Amended and Restated Rules and Regulations supersede all previous Rules and Regulations of Harbor Cove, A Condominium, but they do not supercede or replace the Declaration of Condominium of Harbor Cove, A Condominium (hereinafter the "Declaration"). In the event of a conflict between these Amended and Restated Rules and Regulations and the Declaration of Condominium of Harbor Cove, A Condominium, the Declaration shall prevail. These Rules may be modified, repealed, or amended from time to time by a resolution of the Board of Directors, as permitted by the Declaration, when deemed necessary, in the best interest of Unit Owners, their family members, renters, lessees, guests, tenants, occupants and the community.

The Board of Directors always welcomes your suggestions and recommendations for improving these Rules. Please submit all suggestions in writing. A suggestion form may be found on the Unit Owners' website: [www.harborcoveob.com](http://www.harborcoveob.com).

## ***II. Common Elements***

2.01 The amenities and facilities of the Condominium are for the use of Unit Owners, renters, lessees, guests, tenants and/or occupants. The Board of Directors of the Harbor Cove Condominium Association, Inc. shall have the right to limit the number of guests who may use the Common Elements.

2.02 No motorized vehicle, except for a wheelchair, shall be allowed on walkways or other areas except upon areas designated for such vehicular use.

2.03 No golf carts, bikes, scooters, skates, skateboards, or other riding toys are permitted for use on the sidewalks, hallways, stairs, tennis courts, and/or docks.

2.04 No personal property may be stored in the atriums other than bicycles, which must be properly stored in the racks provided. Items found improperly stored in the atriums, stairwells, electrical closets, or other common areas will be disposed of without notification.

2.05 Parking is limited to fifteen (15) minutes to load or unload vehicles under the portico and around the marina's circular driveway. A vehicle left unattended for longer than the time permitted is subject to removal from the premises. All costs and fees associated with the removal and recovery of the vehicle will be the responsibility of the vehicle's owner.

2.06 No one shall use or is shall permit to bring into any unit or upon any of the Common Elements any inflammable oils or fluids or other explosives or articles deemed hazardous to life or property such as, but not limited to, gasoline, fireworks, or other similar products.

2.07 No Unit Owner may alter or repair the Common Elements. No work of any kind shall be done upon or affecting exterior floors, walls, ceilings, or interior boundary walls without first obtaining the approval required by the Declaration. A work request form may be found on the Unit Owners' website: [www.harborcoveob.com](http://www.harborcoveob.com).

2.08 Unit Owners and/or their renters, lessees, guest, tenants and/or occupants are responsible for any damages that may occur during the process of moving in or out of their unit or transporting their watercraft and/or trailer. All damages by furniture movers will be charged to the Unit Owner. Moving companies must be supervised.

2.09 Unit Owners and/or their renters, lessees, guest, tenants and/or occupants are responsible for any damages that may occur to the Common Elements by them or their guests. All damages will be assessed to the Unit Owner.

2.10 No businesses, profit or nonprofit, may be run within the Common Elements including, but not limited to, tennis lessons, swim lessons, sailing/boating lessons, fitness training, selling items, commercial activities, or hiring of vessels.

### **III. Balconies, Windows, and Doors**

3.01 No clothing, towels or other items shall be hung or shaken from the doors, windows, balconies, or placed upon the windowsills or balconies of the units. Laundry, sports banners, towels, signs, decorations or other articles shall not be placed or hung on the exterior portions of any unit. Exceptions in Limited Common Elements are seasonal/holiday decorations, outdoor type furniture, and temporary floor coverings such as outdoor area rugs. No hot tubs are allowed in Limited Common Elements or Common Elements.

3.02 No articles shall be placed or stored outside the unit entry door of a unit including, but not limited to, coolers, fishing tackle, or bicycles. 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.

3.03 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 Owner's unit and no sign, awning, canopy, shutter, antennae, satellite dish, door knockers, or other fixture shall be affixed to or placed on the railing, exterior walls, doors, floor, or roof, or any part thereof, without the prior written consent of the Board of Directors. Removable lockboxes placed on the railings are the only exception.

3.04 Charcoal burners and other open flame cooking devices shall not be operated on combustible

balconies or within ten (10) feet of combustible construction. Propane cooking devices with 1-pound gas capacity are permitted on balconies. No cooking shall take place on balconies or ground floor patios using boilers, deep fryers, or smokers.

#### **IV. Consideration of Fellow Owners, Renters, Guests, Occupants**

4.01 No Unit Owners, their renters, lessees, guest, tenants and/or occupants shall make or permit unreasonable noises that will disturb or annoy the occupant of other units in the Condominium, nor do or permit any act, which will interfere with the rights or comforts of others. There shall be no deliveries except from the hours of 8am through 7pm. Construction work that emits noises shall be restricted to the hours of 8am through 7pm.

#### **V. Waste Disposal**

5.01 Each Unit Owner and/or their renters, lessees, guest, tenants and/or occupants shall keep their unit in a state of preservation and cleanliness, and shall not sweep or throw from the doors, windows, or balconies any dirt or other substance. All refuse shall be deposited in containers intended for such purpose. Trash is to be put in tied bags only. No trash shall be burned and all disposals shall be in accordance with the Rules and Regulations promulgated and in force by the Board of Directors as posted.

#### **VI. Signage**

6.01 A Unit 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 Board of Directors. No other sign, advertisement, or other lettering shall be exhibited on any part visible to the outside of a building or otherwise displayed in any Common Elements, without the prior written consent of the Board of Directors. Specifically excluded from this rule are seasonal/holiday decorations that are installed in a temporary and non-intrusive fashion.

6.02 Alabama licensed real estate agents (hereinafter the "Real Estate Agent") may place temporary signs advertising an open house at the 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 professional quality, and the use of balloons or other "eye catching" devices are prohibited. The Real Estate Agent shall remove such signs immediately following the advertised period of the open house.

#### **VII. Access to Unit**

7.01 The Board of Directors and/or its managing agents or assigns has the right of access to any unit at any reasonable time for the purpose of making inspections, repairs, replacements, or improvements, or to remedy any condition that could result in damage to the building, or for any purpose permitted under the Declaration and these Rules. Except in case of emergency and routine maintenance, such as pest control or as otherwise provided in the Declaration and these Rules, entry shall be by prearrangement with the Unit Owner.

7.02 It shall be the responsibility of each Unit Owner to assure the Board of Directors and/or its managing agents and assigns has a working key to his or her unit. In the event such a key has not been provided and it becomes necessary for the Board of Directors and/or its managing agent to enter the unit, all costs of entry

including, but not limited to, locksmith charges or damages to the entryway as a result of forced entry, shall be the responsibility of the Unit Owner.

### **VIII. Climate Control**

8.01 It is the Unit Owner's responsibility to assure a controlled climate in their unit at all times which will prohibit or deter the development or infestation of mold or other types of fungus. In the event it comes to the attention of the Board of Directors 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, without permission of the Unit Owner, enter the unit and make such adjustments as necessary to the HVAC system. In such event, the Unit 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.

### **IX. Parking**

9.01 The sidewalks, driveways, and parking areas must not be obstructed or encumbered or used for any purpose other than ingress or egress, and for the purpose of parking licensed over the road passenger vehicles of no more than two axles. No vehicle shall be parked in such a manner as to impeded or prevent ready access to other parking areas. No designated passenger vehicle parking area shall be used for the storage or parking of any house trailer, camper trailer, golf cart, boat, personal watercraft or any unauthorized vehicle or object.

9.02 All vehicles parked at Harbor Cove must display a registration placard. These placards are available at no charge for Unit Owners and their guests from the Harbor Cove office. All Unit Owners renting their units will be required to incorporate into their rental schedule a non-refundable administrative certificate fee in the singular amount of Thirty Dollars (\$30.00). Owners are responsible to remit any fees collected to the Harbor Cove Condominium Association, Inc. monthly. Additionally the Unit Owner is responsible for notification to the Association and/or the management company via email at (hcparking99@gmail.com, or as instructed elsewhere at a later date). This notification will include: a) dates of rental; b) name of renter; and c) a contact phone number for the renter. Failure to provide timely notification may result in a One Hundred Dollar (\$100.00) fine. Renters are required to seek out the property manager upon their arrival to obtain an entry card and visitor registration placard (mirror hanger) within twenty-four (24) hours of arrival at Harbor Cove. The mirror hanger will identify the term of their rental. Failure to return the entry card may result in a One Hundred Dollar (\$100.00) fine. The number of visitor registration placards for renters are restricted based upon the size of the unit: 4 bedrooms get up to four (4) placards, 2 & 3 bedrooms get up to three (3) placards.

9.03 The Board of Directors 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. The Board of Directors may also adopt and enforce other regulations with respect to parking.

### **X. Boat Trailer Parking**

10.01 Thirty (30) parking places in the parking lot are designated for boat and/or personal watercraft parking. These places are assigned by the Board of Directors, shared by the Unit Owners, and rotated each year on May 1<sup>st</sup>. A layout of the boat trailer parking rotation is available to view in the lot, on the bulletin board, and on the Unit Owners' website.

10.02 All trailers must be clearly marked with the Unit Owner's name and unit number.

10.03 No vehicle may be left attached to a trailer in an assigned parking space.

10.04 The Unit Owner is responsible for monitoring their assigned parking space. If an Owner finds their space filled during their rotation, it is the Owner's responsibility to contact the Board of Directors and/or its managing agents or assigns.

10.05 If the Unit Owner in violation is contacted by the Board of Directors and/or its managing agent, and does not comply with removing the property, the property will be towed. All costs and fees associated with the removal and recovery of the property will be the responsibility of the Owner at fault.

## *XI. Swimming Pools*

11.01 All persons using the swimming pools, indoor or outdoor, do so at their own risk. The Association is not responsible for any accident or injury in connection with use of the pools or for any loss or damage to personal property. Persons using the pool area agree not to hold the Association liable for actions whatever nature occurring within the pool area.

11.02 Use of the pools is reserved for Unit Owners, their renters, lessees, guests, tenants, occupants, and/or family members only.

11.03 Outdoor pool hours are between 8am-10pm. Indoor pool hours are between 8am-Midnight.

11.04 Persons ten (10) years of age or under must be accompanied at all times by an adult at the outdoor pool. Persons twelve (12) years of age or under must be accompanied at all times by an adult at the indoor pool. Use of the indoor pool is reserved for persons eighteen (18) years of age and over from 10:30pm to midnight.

11.05 Except by prior agreement with the Board of Directors, the number of persons in any one group in a pool at any one time will not exceed the number of resident members of the Unit Owner's immediate family plus three (3) guests.

11.06 Unit Owners, and/or their renters and lessees, are responsible for the conduct of their guests at all times, and for the careful observance of all safety and sanitation precautions. Any person having an apparent or known skin disease, sore or inflamed eye(s), cough, cold, nasal or ear discharge, or any communicable disease shall be excluded from the pools.

11.07 No boisterous or rough play shall be permitted in the pools or in the pool areas.

11.08 All persons are requested to cooperate in maintaining maximum cleanliness and tidiness in the pool areas.

11.09 No glassware or tobacco is permitted in the outdoor pool area, or the indoor pool building (sauna & steam room included).

11.10 The pools shall be used in accordance with such Rules and Regulations as shall, from time to time, be promulgated by the Board of Directors, which Rules shall be posted by the Board of Directors.



## ***XII. Tennis Court***

12.01 All persons using the tennis court do so at their own risk. The Association is not responsible for any accident or injury in connection with the use of the tennis court or for any loss or damage to personal property. Persons using the tennis court agree not to hold the Association liable for any actions of whatever nature occurring on or around the tennis court.

12.02 Persons ten (10) years of age or under must be accompanied at all times by an adult at the tennis court.

12.03 Owners, and/or their renters and lessees, are responsible for the conduct of their guests at all times and for the careful observance of all safety and sanitation precautions at the tennis court.

12.04 No boisterous or rough play shall be permitted on the tennis court or in the tennis court area. All persons are requested to cooperate and maintain maximum cleanliness and tidiness in the tennis court area.

12.05 No glassware or tobacco is permitted on the tennis court.

12.06 Use of the tennis court shall be limited to one and one-half (1 ½) hour reservations per Unit Owner. The tennis court will be closed from 10pm-8am and during such other times that may be decided by the Board of Directors. The last party to use the tennis court in the evenings shall be responsible for turning off the lights on the courts.

12.07 The tennis court shall be used in accordance with such Rules and Regulations as shall, from time to time, be promulgated by the Board of Directors, which Rules shall be posted by the Board of Directors.

## ***XIII. Fitness Room***

13.01 All persons using the fitness room do so at their own risk. The Association is not responsible for any accident or injury in connection with the use of the fitness room or for any loss or damage to personal property. Persons using the fitness room agree not to hold the Association liable for any actions of whatever nature occurring within the fitness room.

13.02 No person under the age of fourteen (14) shall be permitted to use the fitness room.

13.03 Except by prior arrangement with the Board of Directors, the number of persons in any one group in the fitness room at any one time will not exceed the resident members of the Unit Owner's immediate family plus one (1) guest.

13.04 Owners, and/or their renters and lessees, are responsible for the conduct of their guests at all times and for the careful observance of all safety and sanitation precautions in the fitness room.

13.05 No boisterous or rough play shall be permitted in the fitness room. All persons are requested to cooperate in maintaining cleanliness and tidiness in the fitness room.

13.06 Tobacco, food, and glassware are not permitted in the fitness room. The fitness room will be closed from Midnight to 4am and during such other times that may be decided by the Board of Directors.

13.07 The fitness room shall be used in accordance with such Rules and Regulations as shall, from time to time, be promulgated by the Board of Directors, which Rules shall be posted by the Board of Directors.

#### *XIV. Marina*

14.01 All persons using the marina and facilities located at the marina do so at their 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 agree not to hold the Association liable for any actions of whatever nature occurring on or around the marina.

14.02 No Unit Owner, and/or their renters and lessees, shall cause or permit any sewage, garbage, trash, or other substance to be discharged or put into the adjacent waterway from the shore, piers, boat, or other watercraft docked in a boat slip.

14.03 No persons or animals may live aboard a boat or other watercraft for even one overnight period. Except for the provision relating to overnight stay, the above restrictions are part of the state permit and may not be changed.

14.04 No marina slip may be sold or rented separately. A marina slip may not be used by anyone other than an owner or lessee of a unit to which it is appurtenant or temporarily by their guests.

14.05 Fish cleaning shall only take place on the designated fish cleaning stations at the end of each dock. Fish carcasses shall be disposed of in the fish baskets placed at the end of each dock. Bait and bait containers shall not be disposed of in the trash receptacles at the entrance to each dock. Place all bait containers in trash dumpsters available on the northeast and northwest ends of the condominium. All carts used to transport fish from boats to the fish cleaning station should be thoroughly washed before returning to the entrance of each dock.

14.06 All persons are requested to cooperate in maintaining cleanliness and tidiness of the boat docks. Other than bait or crab traps, all items not in use should be properly stowed away in dock boxes or boats.

14.07 A boat slip shall not be used for commercial activities or for the hiring of vessels.

14.08 The key or lock combination to the boat lift control box needs to be provided by the Unit Owner, and/or their renters and lessees, to the Board of Directors and/or its managing agent. In the event of an emergency, necessary actions will be taken to gain access to a boat lift control box at the Unit Owner's and/or Lessee's expense if a key or lock combination has not been provided to the Board of Directors and/or its managing agent.

14.09 Owners, and/or their renters and lessees, are responsible for the conduct of their guests at all times and for the careful observance of all safety and sanitation precautions.

14.10 Owners are reminded that additions or alterations to marina slips are subject to the provisions of Section 10.02(B)(5) of the Declaration, so that the addition or constructions of storage facilities, hoists, and/or other equipment to an Unit Owner's marina slip shall be subject to the prior written consent of the Board of Directors. Such consent may be made subject to such conditions as the Board of Directors may specify.

14.11 Additions and alterations to the marina slips to provide for boat lifts and personal watercraft lifts

may be made with the written approval of the Board of Directors. Owners understand the approval of the plans and equipment does not constitute an endorsement or recommendation of the same by the Board of Directors and any warranty must be that of the manufacturer or installer.

14.12 The marina shall be used in accordance with such Rules and Regulations as shall, from time to time, be promulgated by the Board of Directors, including without limitation rules with respect to operation of watercraft and personal watercraft, which Rules shall be posted by the Board of Directors.

14.13 Dock boxes are to be uniform in construction and color. Board of Director approval is required prior to installation.

14.14 Boat lifts/hoists are to be maintained in working condition, neat in appearance, and maintained in a manner that is not detracting to other slips.

#### **XV. Boat Launch**

15.01 All persons using the boat launch do so at their own risk. The Association is not responsible for any accident or injury in connection with the use of the boat launch or for any loss or damage to personal property. Persons using the boat launch agree not to hold the Association liable for any actions of whatever nature occurring at or around the boat launch.

15.02 Use of the boat launch is reserved for Unit Owners, their renters, lessees, guests, tenants, occupants, and/or family members only.

#### **XVI. Pets**

16.01 It shall be the Unit Owner's responsibility to assure their pets comply with all laws and ordinances in regards to inoculations and other like requirements.

16.02 Pets shall be limited to dogs, cats, fish, and birds. Only Unit Owners may have pets on the Condominium property or inside condominium units. Lessees or renters may not have pets in the units. Pets shall only be allowed to urinate and defecate in designated pet walking areas identified by pet waste stations, kept on a leash, and under the control of their owner whenever they are outside the unit. Pets 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. Owners shall remove feces of the pets when leaving the area and provide for proper disposal.

16.03 No pets shall be allowed in the pool area and/or on the tennis court.

16.04 Loud barking or other loud noises made by pets in units or on patios is prohibited and shall be considered and treated as a public nuisance.

16.05 In the event pets cause or create a nuisance or an unreasonable disturbance, said pet shall be permanently removed from the condominium property within seven (7) days from the day the Unit Owner receives the written notice of removal by the Board of Directors.

16.06 The Unit Owner that keeps pets shall be liable for any and all damage caused by such pets or animals to any part of the condominium property.

## **XVII. Rentals**

17.01 Unit Owners may rent or lease their units, upon prior notice to the Association of such lease for a period of not less than seven (7) consecutive days. Fifth (5<sup>th</sup>) floor units may not be leased for less than thirty (30) days. The unit owner shall: a) provide the lessee with a copy of the Declaration and Rules; b) include in the lease agreement a provision that the Lessee 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 occupied, giving the names(s) address and phone number of the occupants; and, d) provide the Board of Directors and/or its managing agent the name of any agent retained by the unit owner to manage the unit for him/her. Lessees shall have the same use and privileges of the Limited and Common Elements as a Unit Owner and shall be subject to all the Rules and Regulations. Occupancy of units is governed by the number of bedrooms and cannot be exceeded. These limits are: 2 bedroom- max of 6 persons; 3 bedroom- max of 8 persons; and 4 bedroom- max of 10 persons.

17.02 The lease, license or rental agreement and the rights of any tenant or licensee thereunder is hereby made expressly subject to the power of the Association to prescribe reasonable Rules and Regulations relating to the leasing, licensing and rental of units and to enforce the same directly against such tenant, licensee or other occupant by the exercise of such remedies as the Board deems appropriate, including eviction and/or ejection. Each Unit Owner who has or who shall hereafter lease or license his or her unit hereby irrevocably empowers and authorizes the Association or the managing agent of the Association to enforce these Rules and Regulations of the Association and to terminate the lease of and evict and/or eject any tenant and to terminate the license of and eject any licensee who fails to comply with said Rules and Regulations or who provides other sufficient cause for ejection and/or termination of the lease or license and eviction in accordance with the Laws of the State of Alabama, this Declaration, the By-Laws, Rules and Regulations of the Association, Municipal Ordinances of the City of Orange Beach, AL, or any contract for lease or license. The Association, the Board of Directors or its managing agent shall not become liable to any Unit Owner or sub-lessor or other party for any loss of rents or other damages resulting from the reasonable exercise of the provisions of this paragraph.

## **XVIII. Complaints**

18.01 Complaints regarding the management of the condominium or regarding actions of other Owners or persons shall be made in writing to the Board of Directors. The Board of Directors may assign to one or more persons, or to a manager, full responsibility for the enforcement of all or any one of these Rules and Regulations. Any complaint or dispute as to any of these Rules and Regulations, or as to any application or enforcement thereof, shall be made in writing to the Board of Directors setting forth the nature of the matter complained of, and the names of all parties aggrieved and/or charged by reason of such matter. The Board of Directors may, in its sole discretion, decide the complaint without a hearing. In the event the Board of Directors elects to have a hearing upon such complaint, not less than five (5) days notice thereof shall be given in writing to each person named in the complaint as aggrieved and/or charged, stating the date, time and place of such hearing. Proceedings before the Board of Directors shall be informal, without technical rules of evidence, and each party aggrieved and/or charged shall be entitled to be present in person or by their attorney, and to be heard. A complaint form may be found on the Unit Owners' website: [www.harborcoveob.com](http://www.harborcoveob.com).

## **XIX. Payment Policies**

19.01 Monthly assessment payments are due by the first of each month. At thirty (30) days past due, a first notice letter is sent to the delinquent Unit Owner stating the Board of Directors has the right to file a lien against the unit. At forty-five (45) days past due, a second and final notice (certified mail) is sent. The Unit Owner is given ten (10) days after receiving 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, bank fees, interest, and legal fees due to delinquent payments will be charged to the unit owner and will be filed as a lien against the unit.

19.02 In the event a Unit Owner is delinquent more than sixty (60) days, the Board of Directors has the authority to terminate services provided by Association dues and limit the use of the Common Elements.

## ***XX. Fines, Enforcement, and Amendments***

20.01 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 unit owners have the right to expect from each other. If the violator is not a Unit Owner, the Owner will be provided with copies of all correspondence pertaining to the violation and any ensuing penalties and hearings. The Unit Owner is ultimately responsible for all fines imposed and the removal of all violations.

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

First violation:	written warning
Second violation:	\$200.00
Third violation:	\$300.00
Repeated violation (per occurrence):	\$400.00

In the event, repeated fines do not deter the violation, the Board of Directors, at its sole discretion, may implement additional sanctions against the violator.

20.02 The Board of Directors may not impose any fine or infringe upon any right of a Unit Owner for violations of the Rules until the following procedures have been complied with:

a. If a violation of the Rules is alleged in a written complaint to the Board of Directors, the Board of Directors will notify the alleged violator in writing ("Written Warning") to cease and desist from the violation. This Written Warning will include: 1) the nature of the alleged violation; 2) the action required to remove the violation; and, 3) a schedule of fine fees for a repeated violation.

b. Depending on the severity of a violation by an owner/guest/lease/renter, the Board of Directors may fine a Unit Owner without prior written notice of violation. It shall be the Board of Directors' discretion if such violation continues to affect the quality of use to other Owners and causes management further expense to enforce. If violation occurs, a fine maybe be immediately levied. It is the Unit Owner's responsibility to ensure guests and renters are knowledgeable of the Rules and Regulations. Unit Owners are accountable for their renters, lessees, guests, tenants and/or occupants.

c. The violator may request a hearing within ten (10) days after imposition of the fine. The request must be made in writing and be addressed to the Board of Directors. The hearing shall be held in executive session (a closed session) of the Board of Directors and will afford the violator a reasonable opportunity to be heard. The violator 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 any fine and/or penalties shall be lifted.

20.03 A fine will be applied to the Unit Owner regardless of whether the offender is the Unit Owner,

a lessee, guest, or a household member. The payment of a fine does not relieve the offender of the obligation of correcting the violation. If the Association incurs expenses to correct the violation, this expense will be applied to the Unit Owner. If the Unit Owner does not pay the bill, a higher fine may be imposed.

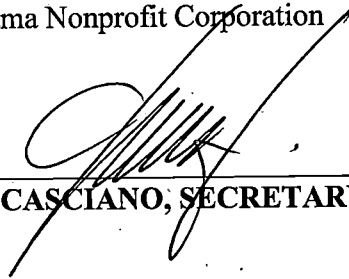
20.04 If a fine remains unpaid, a lien may be placed against the unit in question. This means that the unit cannot be sold unless the fine and all associated expenses in filing the lien are paid, and the lien has been removed. In addition, the Board of Directors may foreclose on a lien if it is deemed necessary. Other penalties for not paying the fines and expenses may also be considered including, but not limited to, the following:

- a. Filing suit against the Unit Owner for damages;
- b. Filing suit against the Unit Owner for injunctive relief;
- c. Contacting the proper authorities for consideration of criminal prosecution, when applicable (violations of federal, county, city, or state laws).

20.05 Any consent or approval given under these Rules by any person designated as manager or any person or committee designated as being responsible for the enforcement of any of these Rules, and/or for the use of any common facility, shall be revocable at the time by the Board of Directors.

IN WITNESS WHEREOF, I have executed my name as Secretary of Harbor Cove Condominium Association, Inc. on this the 28<sup>th</sup> day of December, 2016.

**HARBOR COVE CONDOMINIUM  
ASSOCIATION, INC.**  
An Alabama Nonprofit Corporation

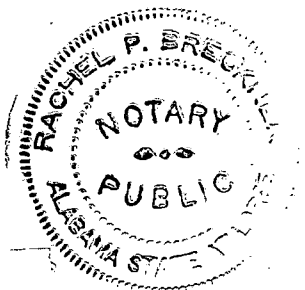


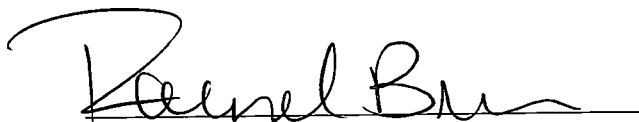
**MARIO CASCIANO, SECRETARY**

STATE OF Alabama )  
COUNTY OF Baldwin )

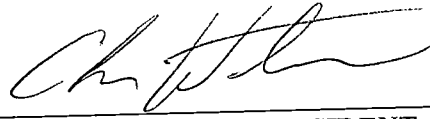
I, a Notary Public, in and for said County in said State, hereby certify that MARIO CASCIANO, whose name as Secretary, respectively, of Harbor Cove Condominium Association, Inc., an Alabama Nonprofit Corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that being informed of the contents of said document, he, as such officer and with full authority, has executed the same voluntarily for and as the act of the Corporation on the day the same bears date.

Sworn to and subscribed to before me on the 28<sup>th</sup> day of December, 2016.



  
Notary Public  
My Commission Expires: 10/31/18

Attest:



**CHARLES WATSON, PRESIDENT**  
of Harbor Cove Condominium Association, Inc.

STATE OF Alabama )  
COUNTY OF Cullman )

I, a Notary Public, in and for said County in said State, hereby certify that CHARLES WATSON, whose name as President, respectively, of Harbor Cove Condominium Association, Inc., an Alabama Nonprofit Corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day, that being informed of the contents of said document, he, as such officer and with full authority, has executed the same voluntarily for and as the act of the Corporation on the day the same bears date.

Sworn to and subscribed to before me on the 28<sup>th</sup> day of December, 2016.



Notary Public

My Commission Expires: 5/2/2017

