

SNOWDEN PLACE

A PRIVATE, GATED RESIDENTIAL COMMUNITY

RULES AND REGULATIONS OF SNOWDEN PLACE PROPERTY OWNERS ASSOCIATION, INC.

Section 1. **Governing Documents:** These Rules and Regulations shall be supplementary and in addition to the provisions of the Declaration of Rights, Covenants, Restrictions, Affirmative Obligations and Conditions Applicable to SNOWDEN PLACE, a residential subdivision, and the Articles of Incorporation and Bylaws of Snowden Place Property Owners Association, Inc. Capitalized terms used in these Rules and Regulations are as defined in the Declaration of Rights, Covenants, Restrictions, Affirmative Obligations and Conditions Applicable to SNOWDEN PLACE, a residential subdivision. The Board of Directors may alter, amend, delete or change these Rules and Regulations at any time upon a majority vote thereof.

Section 2. **Use:** The Units shall only be used for private residential use. The foregoing restrictions as to use shall not, however, be construed in such manner as to prohibit a residential Unit Owner from:

- (a) Maintaining a personal or professional library in his or her Unit;
- (b) Keeping personal business or professional records or accounts therein; or
- (c) Handling personal business or professional telephone calls or correspondence therefrom.

Such uses are expressly declared customary and incidental to the principal residential use and shall not be deemed a violation of these restrictions.

The Common Elements shall be used only for access, ingress and egress to and from the respective Units by the persons residing therein and their respective family members, guests, invitees, household help and other authorized visitors, and for other purposes incidental to the designated use of the respective Common Elements. Certain areas of the designated walkways and paved areas shall be used at all times, and shortcuts shall be avoided, both to prevent accidents and to preserve the appearance of planted areas. The sidewalks, driveways and parking areas must not be obstructed or encumbered or used for any purpose other than access, ingress, egress and for parking. Bicycles, tricycles and skateboards shall not be stored or

used on the Common Elements, except for egress and ingress and except in areas designated by the Association for this purpose. The Association, the Board of Directors and their authorized employees, agents and representatives shall have such access to any Unit as may be necessary for the repair, maintenance, replacement, alteration, care or protection of the Common Elements, the Units or any portion thereof. Any alteration or repair of the Common Elements is the responsibility of the Association, except for those matters which are stated in the Declaration to be the responsibility of the Unit Owner.

Section 3. **Nuisances:** No unlawful, immoral, noxious or offensive activities shall be carried on any Unit, the Common Elements, or elsewhere on the Property, nor shall anything be done therein or thereon which shall constitute a nuisance or which shall, in the judgment of the Board of Directors, cause unreasonable noise, odors, light or other disturbance to others. Offensive or strong odors, including cigar and cigarette smoke, shall not be allowed to permeate the property to the extent that they constitute a nuisance to any Unit Owner, but, rather, offensive or strong odors should be properly and effectively ventilated, as shall be determined at the discretion of the Board of Directors. All radios, televisions, phonographs, musical instruments or other items which cause noise shall be maintained at a level that does not annoy, or interfere with, other Unit Owners' or Occupants' enjoyment of the Property. No fireworks or firearms may be used or discharged on the Property.

Section 4. **Maintenance and Repair:** Each Unit Owner shall maintain his Unit and the Improvements located thereon in good condition and in good order and repair and shall not do anything, or allow anything to be done therein, which may increase the rate, or cause the cancellation, of insurance on any Unit or the Common Elements. No structural alteration, construction, addition or deletions of any Unit and the Improvements located thereon, the Common Elements shall be made by the Unit Owners, except with the prior written consent of the Board of Directors. Proposed alterations to the Improvements on the Units which cost \$5,000.00 or more shall require that a copy of the proper building permits from any governmental entity, as required, and proof of contractor liability insurance be provided to the Association. Only licensed contractors shall be allowed to perform work in the Units. All work shall be performed during normal business hours Monday through Friday from 8:00 a.m. to 5:00 p.m.

Section 5. **Trash Disposal:** Trash, garbage and other waste shall be disposed of only in designated areas and in containers and bags specified, from time to time, by the Board or the Management Company. All refuse shall be disposed of in a clean and sanitary manner in sealed, waterproof bags, so as to avoid leakage in route to the refuse receptacles.

Section 6. **Rights of Developer:** Until all of the Units have been sold and occupied by Purchasers, the Developer may use and show one (1) or more of such unsold or unoccupied Units as model Units or sales office and may maintain customary signs and advertising in connection therewith, notwithstanding the provisions of Section 9 of these Rules and Regulations.

Section 7. **Storage:** Articles of personal property belonging to any Unit Owner, such as baby carriages, bicycles, wagons, toys, furniture, firewood, floats, umbrellas, clothing and other articles, shall not be stored or kept in the Common Elements and must be stored within the Improvements located on the Units. No clothing, rugs, sheets, blankets, or other laundry articles shall be hung or exposed from the balconies, patios, terraces or windows of the Improvements located on the Units or hung on the Common Elements.

Section 8. **Pets:**

- 8.1 The maintenance, keeping, breeding, boarding and/or raising of animals, livestock or poultry of any kind, regardless of number, shall be, and are hereby, prohibited within any Unit, or upon any Common Elements, except that this shall not prohibit Unit Owners (not Occupants) from keeping no more than a total of two (2) well-behaved, orderly dogs, cats and/or caged birds or other domestic pets; provided, they are not kept or maintained for commercial purposes or for breeding. The Board shall have the right to prohibit the keeping of specified aggressive or undesirable breeds as it may determine from time to time on the Property.
- 8.2 Pets shall not be allowed unattended on any part of the Common Elements for any period of time.
- 8.3 Pets shall not be permitted upon the Common Elements of the Property unless they are carried or are on a leash. Pets should be taken to the designated grass areas, out of the way of sidewalks and pedestrian traffic, to attend to their natural needs.
- 8.4 Pet owners are responsible for cleaning where pets foul the Common Elements or adjacent properties. Such fouling shall not be permitted to accumulate but shall be cleaned up immediately. Failure to clean up after a pet shall subject the Unit Owner and the owner of the pet to a fine pursuant to a fine schedule that may be established by the Board from time to time.
- 8.5 Any Unit Owner who has a pet on any portion of the Property shall indemnify and hold the Association, and each Unit Owner and Occupant, free and harmless from any loss, claim, damage or liability of any kind or character whatever arising by reason of any act of said pet or of keeping or maintaining such pet within the Property.
- 8.6 Pets shall be registered with the Association and shall be inoculated as required by local law. The Association may require a registration fee for any pet maintained on the Property. Further, any Unit Owner who maintains pets in its Unit must be insured against any damage or personal injury caused by the pet(s). The Board of Directors of the Association shall have the right to order any person

whose pet is a nuisance to remove such pet permanently from the premises upon three (3) days' prior written notice.

Section 9. **Signs:** No signs of any character shall be erected, posted, or displayed upon, in, from or about any Unit or the Common Elements, including any window or door of a Unit, without the prior written consent of the Board of Directors.

Section 10. **Parking and Driving:**

- 10.1 The maximum speed limit on the Property is 5 MPH. All traffic regulations must be observed by each Owner and each Owner or Occupant's family members, guests, tenants, or employees.
- 10.2 No vehicle shall be parked on the Common Elements, except in an authorized and designated parking space.
- 10.3 No boats, campers, trailers, or oversized vehicles (more than two axels) may be parked on the Common Elements at any time except in designated areas. No vehicle may be parked on the roads providing ingress and egress on the Property, except in those spaces which have been designated as parking areas. Any illegally parked vehicle will be towed away at the Owner's expense, and the Owner shall be subject to a fine. No motorized vehicle shall be operated on any walkway or other area, except upon the driveways and parking areas designated for vehicular use.
- 10.4 No vehicle which cannot operate on its own power shall remain on the Common Elements for more than twenty-four (24) hours without the express permission of the Board of Directors of the Association, and no vehicle repair (other than washing and waxing or the changing of a flat tire) shall be made on the Property. A violation of this rule will result in the vehicle being towed away at the expense of the Owner thereof and/or the imposition of a fine.

Section 11. **Common Elements:**

- 11.1 Only authorized maintenance personnel are allowed to adjust any Common Element equipment.
- 11.2 Any damage to the Common Elements or adjacent property caused by an Owner, Occupant or pet shall be repaired by the Association, and the cost thereof shall be assessed against the Unit Owner as a special assessment as described and defined in the Declaration.
- 11.3 No item of common ownership shall be removed or damaged by any Owner or Occupant from the Common Elements. Any Owner or Occupant violating this rule shall be sanctioned, fined or subject to criminal prosecution by the Association. The Owner of the Unit in which said violating Occupant resides or

violating Occupant visits shall be held responsible for the cost of any item so removed or damaged.

Section 12. Association Management:

- 12.1 Complaints or suggestions regarding the management of the Association or the Property or regarding the actions of other Owners or Occupants shall be made in writing to the President of the Board of Directors of the Association.
- 12.2 No Owner shall request or cause an employee of the Association, or of any management company employed by the Association, to do any private work during normal business hours in the Unit, except as authorized in writing by the Association.

Section 13. Structures and Satellite Dishes: No structures or appurtenances, such as a doghouse, tent, shack, treehouse, trailer, fence, aerial antenna or playground equipment, shall be placed or erected on any part of the Property. Outdoor clothes lines shall not be maintained upon any portion of the Property at any time. No satellite dishes over one (1) meter shall be allowed on the Property at any time. Satellite dishes less than one (1) meter shall only be allowed on portions of the Property with the express written approval of the Board of Directors as to location of the dish.

Section 14. Window Treatment: Draperies, shades or mini-blinds used to cover windows in the Units shall be lined in white or beige.

Section 15. Rules and Regulations: There shall be no violation of any of these Rules and Regulations or of the terms and provisions of the Declaration, or other supplemental Rules which may, from time to time, be adopted by the Board of Directors and promulgated among the Membership in writing. Any consent or approval given under these Rules and Regulations may be added to, amended, or repealed at any time by resolution of the Board of Directors.

Section 16. Enforcement of Rules and Regulations: The Association is responsible for the notification of Owners or Occupants regarding violation of these Rules. Fines assessed pursuant to a fine schedule adopted by the Board of Directors will be assessed against any Owner or Occupant who violates, or allows to be violated by his family members, guests, tenants, invitees or pets, any Rule or Regulation. The fine is deemed to be a special assessment and will become a lien against the Unit where the violating Owner, Occupant or pet lives, or visits. Also, fines may be assessed to cover costs of repairs and damages resulting from any violation. All charges and fines imposed by the Association are due and payable on the first day of each month unless otherwise specified. Failure to pay the fine by the 15th of each month will result in a ten percent (10%) late penalty per month. Payment shall be made at _____ by check or money order, payable to Snowden Place Property Owners Association, Inc. Failure to pay any fine or assessment shall constitute a lien against the Unit of the Unit Owner.

Section 17. Monthly Unit Assessments: All monthly Unit assessments are due and payable on the first day of each month unless otherwise specified. Payment should be made directly to Snowden Place Property Owners Association, Inc. at _____ . Failure to pay by the 15th day of each month will result in a ten percent (10%) late penalty per month plus accrued interest at the highest interest rate allowed by law or 18% whichever is greater that the assessment is late. After assessments are sixty (60) days late, the matter will be turned over to the Association's attorney, who shall then institute collection proceedings against the Unit Owner. The delinquent Unit Owner will be responsible for the payment of any attorney's fees and costs arising from the legal action.

Section 18. Lease Agreements: Entire Units may be leased by the Unit Owners; provided, however, that any such lease and the rights of any tenant thereunder are hereby made expressly subject to the limitations imposed by the Declaration, and the power of the Association to prescribe reasonable Rules and Regulations relating to the lease and rental of Units and to enforce the same directly against such tenant or other occupant by the exercise of such remedies as the Board deems appropriate; provided, however, that no restrictions shall be imposed which shall have the individual or cumulative effect of prohibiting or materially impairing the rental or lease of Units. No individual rooms may be rented. Each Owner shall be responsible for the actions of his tenants. Each Unit Owner who has or who shall lease his Unit irrevocably empowers and authorizes the Association or its managing agent to enforce the Rules and Regulations of the Association and to terminate the lease of and evict any tenant who fails to comply with said Rules or who provides other sufficient cause for termination of the lease and eviction in accordance with the laws of the State of Alabama, the Declaration, the Bylaws, the Rules and Regulations, or any contract for lease. The Association, the Board or its managing agent shall not become liable to any Unit Owner, tenant or any other party for any loss of rents or other damages resulting from the reasonable exercise of such authority.

Section 19. Tenants: The Board of Directors shall have the authority to contact any tenant in any of the Units and counsel or discuss with them any relevant issue concerning the Declaration, and/or the Rules and Regulations or any violations thereof. Thereafter, should the Tenant violate, or continue to violate, the Declaration and/or the Rules and Regulations, the Unit Owner will take appropriate legal action to remedy the violations. The Unit Owner remains subject to fines for any violations by the Tenant.

Section 20. Lake, Pier, Wharfhouse, Boardwalk, Family Pavilion Rules:

- 20.1 All persons using the Lake, Pier, Wharfhouse, Boardwalk and Family Pavilion located on the Property do so at their own risk. The Association is not responsible for any accident or injury in connection with use of the Lake, Pier, Wharfhouse, Boardwalk and Family Pavilion or for any loss or damage to personal property. Persons using the Lake, Pier, Wharfhouse, Boardwalk and Family Pavilion agree not to hold the Association liable for any actions of whatever nature occurring with respect to their use of the Lake, Pier, Wharfhouse, Boardwalk and Family Pavilion.
- 20.2 Swimming in the Lake is strictly prohibited.
- 20.3 Persons twelve (12) years of age or under must be accompanied at all times by an adult when using any part of the Lake, Pier, Wharfhouse, or Boardwalk.
- 20.4 Residents are responsible for the conduct of their guests at all times, and for the careful observance of all safety and sanitation precautions. No boisterous or rough play shall be permitted in or around the Lake, Pier, Wharfhouse, or Boardwalk.
- 20.5 All persons are requested to cooperate in maintaining maximum cleanliness and tidiness in the Lake, Pier, Wharfhouse, Boardwalk and Family Pavilion areas.
- 20.6 No glassware shall be brought into the Lake, Pier, Wharfhouse, Boardwalk and Family Pavilion areas.
- 20.7 Any furniture provided by the Association to be used in connection with the Lake, Pier, Wharfhouse, Boardwalk and Family Pavilion shall not be removed.

Section 21. Admission of Guests on the Property:

- 21.1 No garage sales may be held on the Property.
- 21.2 Each Unit Owner is responsible for every person such Owner or resident admits onto the Property, and such entry shall not be permitted except to invited or expected family members, guests and invitees. Any damage caused by the invited person or guest will be assessed against the Unit Owner, and the Unit Owner will be responsible for paying any fine assessed by reason of any violating Tenant, invited guest or family member of the Unit Owner.
- 21.3 Any Owner who has his or her Unit for sale is responsible for any person admitted on the Property viewing such Unit and is responsible for providing ingress and egress to such prospective purchaser or sales agent.

21.4 Any entry onto the Property by guests or invitees shall be made without revealing to anyone access codes or making available entry keys.