

Rules and Regulations Concerning Use
of
Phoenix On the Bay II, Phase II, A Condominium

The Phoenix on The Bay II Association, Inc. (hereinafter "Association"), acting through its Board of Directors (hereafter "Board"), has adopted the following Rules and Regulations (hereinafter "Regulations"). These Regulations may be amended from time to time by resolution of the Board. As used in these regulations the term "Unit Owners" shall apply to the Owner of any Unit, to his family, tenants (whether or not in residence), servants, employees, agents, and visitors, and to any guests, invitees, or licensees of the Unit Owner, his family or tenant of that Unit Owner. As used in these Regulations the term "Association" shall include the Association and the Managing Agent when the Managing Agent is acting on behalf of the Association.

1. The Association reserves the right to alter, amend, modify, repeal, or revoke these Regulations, and any consent or approval given hereunder, at any time by resolution of the Association or the Board.
2. All owners of any Unit are to inform non-owners upon the Condominium Property of these Rules and Regulations.
3. Unit Owners are reminded that alteration and repair of the common elements are the responsibility of the Association, except for those matters which are stated in the Declaration to be the responsibility of a Unit Owner. No work of any kind is to be done upon or affecting those portions of exterior building walls or interior boundary walls which are the responsibility of the Association without first obtaining the approval required by the Declaration of Condominium. No Owner may install any plumbing, wiring, or air conditioning equipment without the prior consent of the Board.
4. The sidewalks, entrances, passages, public halls, elevators, corridors, and stairways of, or appurtenant to, the building shall not be obstructed or used for any other purposes than ingress and egress from the building.
5. No article (including, but not limited to, garbage cans, bottles, or mats) shall be placed in any of the Common Areas, except those areas specifically designated by the Association. Nothing shall be hung or attached that requires drilling into any exterior doors, windows, roofs, balconies, terraces, or patios, or placed upon the windowsills of the building.

6. Neither occupants nor their guests shall play, lounge, or loiter in the entrances, passages, public halls, elevators, corridors, breezeways, or stairways of the building.
7. Except as otherwise provided in the By-Laws, no common area of the building shall be decorated or furnished by any Unit Owner in any manner.
8. Nothing shall be done in any Unit or on the Common elements that may impair the structural integrity of the building or that may change the building structurally, nor shall anything be altered or constructed on or removed from the common elements (walls, ceilings, or floors) except upon the written consent of the Board.
9. No sign, notice, advertisement, sign, sticker, or illumination shall be exhibited, inscribed, painted, or affixed on or at any windows, windowsills, doors, door frames, balconies, elevators, exterior unit wall, or other parts of the Building except such as are permitted pursuant to the Declaration or the By-Laws and shall have been approved in writing by the board; nor shall "For Sale", "For Rent", "Open House", or any similar signs be displayed to public view on or from any part of the Condominium property.
10. No ventilator or air conditioning device shall be installed in any Unit without the prior approval of the Board.
11. No radio, television, telephone, or other electrical devices or services, accept as provided by the Association, shall be installed or used in each Unit. Any violation of this rule and the expense incurred will be charged back to the Unit Owner.
12. No bicycles, scooters, or similar vehicles shall be ridden on the property or into and from the building through the lobby main entrance or no baby carriages or any of above-mentioned vehicles shall be allowed to stand in the common halls, passageways, or other common areas of the building. Only in designated and signed areas.
13. No Unit Owner shall carry out or permit any offensive activities on the premises, or permit anything to be done therein, which will interfere with the rights, comforts, or conveniences of the other Unit Owners or tenants. No Unit Owner, their guests, or tenants shall play any loud music from radios, television sets, loudspeakers, or other sound amplification devices in such Owner's Unit between the hours of 10 p.m. and the following 9 a.m., if the same shall disturb or annoy other occupants of the Building. Unit

Owners shall not cause or permit any unusual or objectionable noises or odors to be produced upon or emanate from their Units or any terrace appurtenant thereto.

14. No services or work performed by vendors, or other installation involving noise shall be conducted in any Unit except on weekdays (not including legal holidays) and only between the hours of 8 a.m. and 5 p.m., unless such construction and repair work is necessitated by an emergency.
15. All service and delivery persons will be required to sign in at the front desk identifying the company, service, and Unit location. There is to be no parking under the Portico or blocking any areas not designated as parking spaces.
16. Any damage resulting from misuse or acts of negligence of any toilets or other private or public fixtures in a Unit or in Common Areas shall be repaired and paid for by the Owner of such Unit along with any damages occurring in other Units.
17. The agents of the Board, and any contractor or workman authorized by the Board, may enter any room or Unit at any reasonable hour of the day for the purpose of inspecting such Unit for the presence of any vermin, insects, or other pests and for the purpose of taking such measures as may be necessary to control or exterminate in a reasonable manner so as not to unreasonably interfere with the use of such Unit for its permitted purposes.
18. The Board must retain a pass-key, not a code, to each Unit. If any lock is altered or a new lock is installed, the board shall be provided with a key thereto immediately upon such alteration or installation. If the Unit Owner is not personally present to open and permit an entry to his Unit at any time when an entry therein is necessary or permissible under the Rules and Regulations and under the By-Laws and has not furnished a key to the Board, then the Board or its agents (but, except in an emergency, only when specifically authorized by an officer of the Condominium) may forcibly enter such Unit without liability for damages or trespass by reason thereof (if during such entry reasonable care is given to such Unit Owner's property).

19. All vehicles are to be parked in designated parking spots unless authorized by security, nor shall any vehicle park in such a manner as to impede or prevent ready access to any entrance to or exit from the building by another vehicle.
20. Unless otherwise authorized by the Association (permitted golf carts and small trailers), the parking areas may not be used for any purposes other than parking automobiles. No buses, trailers, boats, or recreational or commercial vehicles shall be parked in the parking areas or in the driveways except, if any, designated specifically for such parking by the Board. All vehicles must have current license plates and be in good operating condition. No vehicles shall be parked on the Condominium with conspicuous "for Sale" signs attached.
21. All Unit Owners shall observe and abide by all parking regulations; two glass decals per Unit, six-month parking passes are available for family use, and observe posted speed limits. Any vehicles parked in violation of these regulations may be booted and fined at the Unit Owner's or guest's sole risk and expense.
22. The board may from time to time curtail or relocate any portion of the Common Elements devoted to storage, recreation, or service purposes in the building.
23. Any communication regarding the management of the Condominium shall be made in writing to the HOA Board.
24. 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.
25. Except as permitted under the Declaration and By-Laws, Unit Owners, their families, guests, servants, employees, agents, visitors, and licenses shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof or any restricted areas of the building including HOA service closets.
26. No Unit Owner or any of his agents, servants, employees, licenses, or visitors shall at any time bring or keep in his Unit any inflammable, combustible or explosive fluid, material, chemical or substance.

27. Employees and agents of the Association are not authorized to accept packages, keys, money (except condominium assessments) or articles of any description from or for the benefit of an Owner. If packages, keys (whether for a Unit or an automobile), money, or articles of any description are left with the employees or agents of the Association, the Unit Owner assumes the sole risk therefore and the Unit Owner, not the Association, shall be liable for injury, loss, or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith. The Association does not assume any responsibility for loss or damages in such cases. Deliveries requiring entrance to the Unit Owner's Unit will not be accepted without the prior written permission of the Unit Owner.
28. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance of the building or its contents thereof without the prior written consent of the Board. No Unit Owner or occupant shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the building or which would be in violation of any law.
29. The Common Elements shall be used only by the Unit Owners and their guests staying overnight on property for access, ingress to, and egress from the respective Units and such purposes incidental to use of the Units. However, other areas designed for a specific use shall be used for the purposes approved by the Board. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged, or unreasonably interfered with by any Unit Owner, and shall be subject to any lease, concession, or easement, presently in existence or entered into by the Board at some future time, affecting any part or all of said Common Elements. No Unit Owner or Occupant shall place, distribute or maintain any sign, poster or bill in any portion of the Common elements outside his Unit without the approval of the Board of Directors, nor shall "For Sale" signs or similar signs be posted in Unit windows.
30. No group tour or exhibition of any Unit or its contents shall be conducted, nor shall auction sale be held in any Unit without consent of the Board.

31. No Unit Owner shall install any plantings outside their Unit except with permission of the Board.
32. All occupants of Units and Unit Owners must comply with the requirements of the Alabama Uniform Condominium Act of 1991, Articles of Incorporation of the Association, By-Laws of the Association, the Declaration and these Rules and Regulations.
33. The Association regulates the presence of pets on the condominium property. Owners are permitted cats and dogs while renters are limited to dogs only by those Owners who choose to allow pets in their rental Units. All pets are permitted under such restrictions and conditions as the Board shall impose from time to time.
34. Rules of behavior regarding the swimming pool, and other recreational and storage areas shall be promulgated by the Board of Directors of the Association, and all Unit Owners and their guests shall comply with such Rules.
35. Owners of boat slips shall not erect any structures on the dockage without prior approval. Boat lifts shall be installed only with prior approval of the Association and subject to regulation.
36. Phoenix On the Bay II is a Non-Smoking Facility except for designated smoking areas. There is no smoking or vaping on balconies of Units that are occupied by renters.
37. No motorized or non-motorized wheeled transportation devices are allowed on docks. Includes but is not limited to wheelchairs, wagons, handicap scooters and child riding toys.
38. Incorporated as part of the rules and regulations are any rules posted throughout the property on signs specific to use restrictions and limitations of common amenities.

I certify that the above set out Rules and Regulations were adopted by the Phoenix on the Bay II Owners Association, Inc., through the Board of directors, at its regular meeting held on the

22 day of August, 2023



Secretary