**RULES AND REGULATIONS CONCERNING THE USE OF**

**CREEKSIDE OF AUBURN CONDOMINIUMS**

**Revised July 1, 2014**

In addition to those restrictions, rules and regulations contained in the Declaration of Condominium of Creekside of Auburn Condominiums (the “Declaration”), the following “Rules” are hereby adopted by Creekside of Auburn Condominium Association, Inc., an Alabama non-profit corporation (the “Association”). Capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed to such terms in the Declaration.

**I. GENERAL COMMUNITY RULES**

1. Unit Owners, their lessees, and tenants in the Leasing program are considered “Residents” of Creekside of Auburn Condominiums (the “Condominium”). The facilities of the Condominium are for the use of all Residents and their invited guests.

2. Each Resident shall abide by the terms and conditions of the Declaration, the Articles of Incorporation of the Association (the “Articles”), the Bylaws of the Association (the “Bylaws”), and these Rules.

3. Each Unit is hereby restricted to residential use; however, a Resident may conduct business activities within the Unit so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Unit; (ii) the business activity conforms to all zoning and other legal requirements for the Condominium; (iii) the business activity does not involve door-to-door solicitation of Residents of the Condominium; (iv) the business activity does not, in the Board’s reasonable judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles being parked in the Condominium which is noticeably greater than that which is typical of units in which no business activity is being conducted; and (v) the business activity is consistent with the residential character of the Condominium and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other Residents of the Condominium, as may be determined in the sole discretion of the Board.

4. Solicitation shall not be permitted on the Condominium grounds, either by Residents or outside solicitors, without the prior written consent of the Board of Directors.

5. Each Resident shall keep their Unit in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows or balconies thereof, any dirt or other substance. All garbage and refuse shall be deposited with care in garbage containers intended for such purpose only at such times and in such manner as the Board of Directors may direct. No trash or other articles shall be burned, and all disposals shall be in accordance with such further rules and regulations as shall, from time to time, be promulgated by the Board of Directors and posted.

6. Patio and balcony areas are to be kept in a clean and orderly manner. They are not to be used as storage areas and articles are not to be hung over railings. Electric grills only may be used by Residents on their patio or balcony area; gas and charcoal grills are strictly prohibited. Trash cans are strictly prohibited on patio and balcony areas. Bicycles, motorcycles, scooters and other conveyances

are not to be parked on or chained to patio and balcony areas. Appropriate patio furniture only is allowed on patio and balcony areas. Throwing or dropping any objects off of the patio or balcony areas or from windows of the Unit is strictly prohibited.

7. A Unit Owner may identify such Owner’s Unit with a nameplate of a type and size approved by the Board of Directors and mounted in a place and manner approved by the Board of Directors. No other sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any Unit Owner or any part of the outside of a building, hung from or placed on windows, window sills, balconies, or otherwise displayed, without the prior written consent of the Board of Directors, except signs used by the Developer in the sale or leasing of Units as provided in the Declaration. Blinds or shutters located on the exterior of the Unit may not be painted or altered by the Unit Owner.

8. Unit Owners are reminded that alteration and 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 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.

9. Unit Owners shall keep their hot water heater on and operational at all times regardless of whether said Unit Owner’s Unit is occupied.

10. The Association, its workmen, contractors and agents, shall have the right of access to any Unit at any reasonable hour of the day for the purpose of making inspections, repairs, replacements, or improvements, or to remedy any conditions which would result in damage to the portions of the building, or for any purpose permitted under the terms of the Declaration or the Bylaws. Except in case of emergency, entry will be made by prearrangement with the Owner. In the event the Association finds there are vermin, insects or other pests within any Unit, it may take such measures, as it deems necessary to control or exterminate the same.

**II. RESTRICTED ACTIVITIES**

1. The Owners, their employees, servants, agents, visitors, licensees, lessees, family and all tenants in the leasing program shall observe and obey all speed limit and parking regulations posted in the driveways and parking areas and any other traffic regulations promulgated in the future for the safety, comfort or convenience of all Residents of the Condominium. The posted speed limit throughout the Condominium property is 15 miles per hour.

2. 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. No motorized vehicle shall be operated on any walkway or other area except upon the driveways and parking areas designated for vehicular use.

3. The sidewalks, driveways and parking areas must not be obstructed or encumbered or used for any purpose other than ingress or egress, and for parking. Automobile parking spaces have been provided and shall be used exclusively for the parking of passenger vehicles. All parking spaces are open and none are specifically assigned to a Unit or Resident. No vehicle shall be parked in such manner as to impede or prevent ready access to other parking areas. No parking space, driveway, or other area shall be used for the storage or parking of any boat, boat trailer, house trailer, camper trailer, or any other sort of towed vehicle or object, except as is otherwise expressly designated therefor by the Board of Directors. Storage of cars and trucks not used on a day by day basis is prohibited and any vehicle with an expired tag is subject to being towed off the Property at the owner’s expense and risk.

4. All Residents shall abide by the following rules related to parties at their Unit: (i) the definition of a party is one Condominium Unit having ten or more guests or invitees; (ii) the maximum number of allowed guests and invitees at a party is 40; (iii) parties must remain in the Unit and may not extend into any part of the Condominium Common Elements; (iv) the noise level of a party shall not be permitted to unreasonably disturb or annoy the occupants of any of the other Units in the Condominium; (v) open parties are not allowed and all guests and invitees must be invited by a Resident of the Condominium; (vi) there is a limit of one keg per party; and (vii) all parties must be shut down by 2 AM. Violation of any of these rules shall be grounds for the party to be shut down immediately and possible enforcement action to be taken against the Resident.

5. No article shall be hung or shaken from the doors or windows or placed upon the windowsills or balconies of the Units. Under no circumstances shall laundry or other articles be placed or hung on the exterior portions of a Unit.

6. No one shall make or permit any noises that will unreasonably disturb or annoy the occupants of any of the other Units in the Condominium, or do or permit anything to be done which will unreasonably interfere with the rights, comfort or convenience of others, including, without limitation, any amplified sounds emanating from any Unit or vehicle located on the Condominium Property that can be audibly heard from such Unit or vehicle, respectively.

7. No vehicles of any type (including, but not limited to, moving vans, delivery vehicles, vehicles of maintenance or repair contractors or service or utility providers) shall be allowed upon any lawn, walkway or other landscaped area, except by written permissions of the allowed upon any lawn, walkway or other landscaped area, except by written permission of the Board of Directors and with adequate limitations, protections and repair provisions for such activities.

8. No Resident shall permit anything to be done or kept in a Unit or in the Common Elements or Limited Common Elements which will result in any increase of fire or hazard insurance premiums or the cancellation of insurance on any part of the Condominium Property, or which would be in violation of any law. No one shall use or permit to be brought into any Unit or upon any of the Common Elements any flammable oils or fluids such as gasoline, kerosene, naphtha or benzene, or other explosives or articles deemed hazardous to life, limb or property, without the written consent of the Board of Directors.

9. No Resident may conduct a garage sale, moving sale, rummage sale, or similar activity at or about the Condominium, whether within a Unit or otherwise.

10. Residents shall not remove, paint or change the appearance of the original interior blinds placed in the Units by Developer except as necessary for routine repair or maintenance and, should replacement thereof be necessary, such blinds shall be replaced by the Resident with blinds of the same size, quality, color and material as the original blinds. Use of (i) foil, bed sheets, flags and other similar unsightly non-traditional window treatment materials, and (ii) neon or flashing signs and advertising signs, on the inside of windows is strictly prohibited.

11. The following activities are prohibited within the Condominium unless expressly authorized by, and then subject to such conditions as may be imposed by, the Board of Directors:

(a) Possession and/or use, either permanently or temporarily, of any gas or charcoal grilling equipment adjacent to or near the exterior of any Unit, other than those provided in designated areas by the Condominium.

(b) Any activity which emits foul or obnoxious odors outside the Unit or creates noise or other conditions which tend to disturb the peace or threaten the safety of the occupants of other Units.

(c) Any activity which violates governmental laws or regulations; however, the Board shall have no obligation to take enforcement action in the event of a violation.

(d) Pursuit of hobbies or other activities which tend to cause an unclean, unhealthy, or untidy condition to exist outside of enclosed structures on the Unit.

(e) Any noxious or offensive activity which in the reasonable determination of the Board tends to cause embarrassment, discomfort, annoyance, or nuisance to persons using the Common Elements or to the occupants of other Units.

(f) Outside burning of trash, leaves, debris or other materials.

(g) Use or discharge of any radio, loudspeaker, horn, whistle, bell or other sound device so as to be audible to occupants of other Units, except alarm devices used exclusively for security purposes.

(h) Use and discharge of firecrackers and other fireworks.

(i) Accumulation of rubbish, trash, or garbage.

(j) Discharge of firearms; however, the Board shall have no obligation to take action to prevent or stop such discharge.

(k) Capturing, trapping or killing of wildlife within the Condominium, except in circumstances posing an imminent threat to the safety of persons using the Condominium or for customary methods of control of common vermin.

(l) Any activities which materially disturb or destroy the vegetation, wildlife, or air quality within the Condominium or which use excessive amounts of water or which result in unreasonable levels of sound or light pollution.

(m) Operation of motorized vehicles on pathways or trails maintained by the

Association.

(n) Any construction, erection, placement, or modification of anything, permanently or temporarily, on the outside portions of the Unit, whether such portion is improved or unimproved, except in strict compliance with the Declaration. This shall include, without limitation, signs, inappropriate patio furniture, basketball hoops, swing sets, similar sports and play equipment, beer pong tables, clotheslines or other clothes drying facilities, garbage cans, trash bags, hammocks, portable swimming pools, hedges, walls, dog runs, animal pens, or fences of any kind.

(o) Placement or use of a waterbed in any Unit.

(p) Placement or use of colored light bulbs in any balcony/patio or other light fixture that is visible from the outside of any building containing a Unit.

(q) Placement, either permanently or temporarily, of more than one cooler on the porch or patio of a Unit.

(r) Placement, either permanently or temporarily, of any personal property on the common property of the Condominium, other than passenger vehicles in designated parking spaces.

**III. NON-SMOKING POLICY**

1. Smoking of any kind, including e-cigarettes, is prohibited in all condominium common elements, including the clubhouse, swimming pool area, recreation field, tennis court, sidewalks, driveways, and parking areas.

**IV. SWIMMING POOL**

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

2. Persons twelve (12) years of age or under must be accompanied at all times by an adult.

3. Except by prior agreement with the Board of Directors, the number of persons in any one group in the pool at any one time will not exceed the number of Residents of a Unit, plus three (3) guests. No guest or invitee is to be permitted in the pool area unless accompanied by a Resident.

4. Residents 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 eyes, cough, cold, nasal or ear discharge, or any communicable disease shall be excluded from the pool.

5. No boisterous or rough play shall be permitted in the pool, or in the pool area. Swimming alone when no other person is in the immediate pool area is prohibited.

6. All persons are requested to cooperate in maintaining maximum cleanliness and tidiness in the swimming pool area.

7. No glassware shall be brought into the pool area.

8. Any furniture provided by the Association to be used in connection with the pool shall not be removed from the pool area.

9. The pool shall be used in accordance with such rules and regulations as shall, from time to time, be promulgated by the Board of Health of Lee County, Alabama, and/or by the Board of Directors, which rules shall be posted by the Board of Directors.

10. Use of the pool is reserved for persons eighteen (18) years of age and over, after 7 PM local time. The pool will be closed from 10 P.M. to 8 A.M., local time, and during such other times and seasons as may be determined by the Board of Directors.

11. Access to the pool area may be limited by the Association by requiring an access card. In any such event, the Association will provide each Resident with an access card. Use of access cards may be monitored.

12. Head first diving into the swimming pool shall not be permitted.

13. Vandalism of any equipment or any facility in the pool area is prohibited and the cost of repair for any damage caused by a Resident or their guest will be a special assessment against the Resident responsible therefor. In addition, the Association reserves the right to pursue legal action against anyone found guilty of vandalism.

**V. CLUB HOUSE**

1. All persons using the Condominium’s Club House, including the fitness equipment located therein, do so at their own risk. The Association is not responsible for any accident or injury in connection with the use of the Club House or for any loss or damage to personal property. Persons using the Club House agree not to hold the Association liable for any actions of whatever nature occurring at or in connection with the use of the Club House.

2. No person under the age of sixteen (16) shall be permitted to use the Club House unless accompanied by an adult resident.

3. Except by prior arrangement with the Board of Directors, the number of persons in any one group using the Club House at any one time will not exceed the Residents of a Unit plus three (3) guests, unless the Club House Theater Room is being used. The number of persons in any one group using the Theater Room at one time shall not exceed twenty-four (24) people. No guest or invitee is to be permitted to use Club House facilities unless accompanied by a Resident.

4. Residents are responsible for the conduct of their guests at all times, and for the careful observance of all safety and sanitation precautions.

5. No boisterous or rough play shall be permitted in, at or upon the Club House. All persons are requested to cooperate in maintaining cleanliness and tidiness in the Club House.

6. Tobacco, open containers and glassware are not to be brought into or upon the Club House.

7. Access to the Club House may be limited by the Association by requiring an access card. In any such event, the Association will provide each Resident with an access card. Use of access cards may be monitored.

8. The Club House shall be open for use by Residents and their guests twenty-four (24) hours a day, except as is otherwise decreed by the Board of Directors.

9. Vandalism of any equipment or any facility in the Club House is prohibited and the cost of repair for any damage caused by a Resident or their guest will be a special assessment against the Resident responsible therefor. In addition, the Association reserves the right to pursue legal action against anyone found guilty of vandalism.

**VI. PETS**

1. Residents shall be limited to two (2) pets per Unit, which pet shall be only a dog or cat with a maximum weight for each pet of fifty (50) pounds; however, pit bulls, Chows, Rottweiler’s and Doberman Pinschers are not allowed. All pets must be registered according to the Association’s Pet Registration Program and all pets must wear at all times the current tag issued as a part of this program. Unit owners and their lessees must follow all requirements as stipulated in the Pet Registration Program. Tenants in the leasing program must follow all requirements of the pet addendum to their lease agreement.

2. Pets shall only be walked in grass areas and sidewalks of the Condominium and then only when on a leash and pet owners shall be responsible for the cleanup and disposal of all pet droppings.

3. Loud barking or other loud noises made by pets in Units is prohibited and shall be considered and treated as a public nuisance.

4. All pets shall be kept indoors at all times unless under the immediate physical control of the owner of any such pet.

5. No animal or pet shall be kept for commercial purposes.

6. Additional rules may be stipulated by the Associations Pet Registration Program.

**VII. ANTENNAS**

1. Any Resident desiring to install an Antenna must submit a request in writing to the Association’s management agent. The request must include specific details regarding the intended placement of the Antenna and related equipment and wiring, and must identify who (or what company) will be installing the Antenna. Installation may commence only after the Association’s management agent has reviewed and approved the details of the proposed installation. Antennas may not be placed anywhere other than on the exterior of the Unit. Tenants in the leasing program are not allowed to request permission to install an antenna unless the Owner of the Unit agrees in writing to allow the installation. Any Resident who installs an antenna without receiving prior approval will be fined on a weekly basis until they request a review and receive approval of the current antenna installation. If approval is denied or the request to review is not sought within two weeks of the installation, the Association reserves the right to remove the antenna at the Resident’s expense. The Resident shall be responsible for repair of all damages caused by the installation, maintenance or removal of the antenna and related equipment and/or any penetration through Common Elements or Limited Common Elements.

2. An antenna is defined as any device that is used for the receipt of video programming services, including direct broadcast satellite (DBS), multipoint distribution service (MDS), and local television broadcast signals (TVBS); and any device used to receive or transmit fixed wireless signals (FWS). A mast, cabling, supports, guide wires, conduits, wiring, fasteners, or other accessories necessary for the proper installation, maintenance, and use of an antenna shall be considered part of the antenna. All other definitions, terms, requirements, regulations, and restrictions governing the installation of an antenna are available by contacting the Association’s management agent.

3. In addition to any other remedy provided in the Rules, in the Declaration or by applicable law, if antenna installation or maintenance issues pose a serious, immediate safety hazard, the Association may seek injunctive relief to prohibit or seek removal of the installation if time permits; otherwise, the Association may take such action is necessary to prevent injury to persons or property at the Antenna Owner’s expense in accordance with the Declaration and the Bylaws.

**VII. COMPLAINTS; ENFORCEMENT**

1. Complaints regarding the management of the Condominium or regarding actions of other Residents 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. Any complaint or dispute as to any of these Rules, or as to any application 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.

2. The Board’s determination shall be dispositive in the event of any disagreements concerning violations, including without limitation, disagreements regarding the proper interpretation and effect of these Rules. In the event that any person, firm, or entity subject to these Rules, fails to abide by them, as they are interpreted by the Board, such person, firm, or entity shall be liable to be fined by the Association for each such failure to comply or other violation of these Rules. Written notice of all fines and the opportunity to be heard through an elective hearing process shall be provided to such person, firm or entity in accordance with the Alabama Uniform Condominium Act. The amount of such fine, including increased fines for repeat offenses or penalties for failure to pay, shall be in the sole discretion of Board of Directors provided that it complies with any applicable law and the Declaration. If the Board deems it necessary, it may bring action at law or in equity in the name of the Association to enforce these Rules, including any provision herein for fines. In the event any such action is instituted, and reduced to judgement in favor of the Association, the Association shall, in addition, be entitled to recover its costs and attorneys’ fees incurred in enforcing these Rules, whether before or at trial, on appeal, in bankruptcy or in post-judgement collection.

3. 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 Element, shall be revocable at any time by the Board of Directors.

**VIII. AMENDMENT**

1. These Rules are subject to amendment by the Board of Directors and to the promulgation of further rules by the Board of Directors and/or by the Association.

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Tenant Date Cosigner Date