

## **EXHIBIT "D"**

### **RULES AND REGULATIONS CONCERNING THE USE OF BLUEWATER, A CONDOMINIUM**

#### **GENERAL COMMUNITY RULES**

In addition to those rules and regulations contained in Article VIII of the Declaration Of Bluewater, A Condominium, the following rules are hereby adopted by Bluewater Condominium Association (the "Association"):

1. The facilities of Bluewater, A Condominium (the "Condominium") are for the use of Condominium unit owners and their invited guests.

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. No article shall be hung or shaken from the doors or windows or placed upon the window sills or balconies of the units. Under no circumstances shall laundry or other articles be placed or hung on the exterior portions of a unit.

4. No one shall make or permit any noises that will disturb or annoy the occupants of any of the other units in the Condominium, or do or permit anything to be done which will interfere with the rights, comfort or convenience of others.

5. Each owner shall keep such owner's unit in 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 window 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. Garbage cans shall be deposited in the garbage collection areas designated for that purpose in order to accommodate the garbage pickup service. 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 of the Association and posted.

6. 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. 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. The owners, their employees, servants, agents, visitors, licensees and family will obey the parking regulations posted in the private streets, parking areas, and drives, and any other traffic regulations promulgated in the future for the safety, comfort or convenience of the owners. Washing of cars, boats, and vehicles of any kind is prohibited.

7. Water closets or other water apparatus in the buildings shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, rags or other articles be placed in the same. Any damage resulting from misuse of water closets or other apparatus in the units shall be repaired and paid for by the owner of such unit. Water shall not be left running for any unreasonable or unnecessary length of time.

8. A unit owner may identify such owner's unit with a name plate of a type and size approved by the Association and mounted in a place and manner approved by the Association. 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 Association, except signs used by the Developer in the sale or leasing of units as provided in the Declaration.

9. 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 Of Condominium Of Bluewater, A Condominium 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 Of Bluewater, A Condominium.

10. No radio or television antenna shall be attached to or hung from the exterior of any building without the written approval of the Board of Directors of the Association.

11. The Association, its workmen, contractors or 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 Of Condominium Of Bluewater, A Condominium or the By-Laws of the Association. 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.

12. No one shall use or permit to be brought into any unit or upon any of the common areas and facilities any inflammable oils or fluids such as gasoline, kerosene, naphtha or benzine, or other explosives or articles deemed extra hazardous to life, limb or property, without the written consent of the Board of Directors of the Association.

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## SWIMMING POOLS

13. All persons using the swimming pools 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 any actions of whatever nature occurring within the pool area.

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

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

16. 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 pools.

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

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

19. Tobacco, beverages, food or glassware are not to be brought into the pool areas, and no glassware shall be brought onto the patios.

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

21. Use of the pools is reserved for persons eighteen (18) years of age and over, after 7 PM, local time. The pools will be closed from 10 PM to 10 AM, local time, and during such other times and seasons as may be decided by the Board of Directors of the Association.

## TENNIS COURT

22. 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.

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

24. Residents 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.

25. 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.

26. Use of the tennis court shall be scheduled through the Association or the resident manager and use of the tennis court shall be limited to one and one-half (1 1/2) hour reservations per unit owner. The tennis court will be closed from 11 PM to 8 AM, local time, and during such other times and seasons as may be decided by the Board of Directors of the Association. The last party to use the tennis court in the evenings shall be responsible for turning out the lights on the courts.

27. 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 of the Association, which rules shall be posted by the Board of Directors of the Association.

#### NATATORIUM

28. The persons using the facilities located in the natatorium or indoor pool building do so at their own risk. The Association is not responsible for any accident or injury in connection with the use of the indoor pool building or for any loss or damage to personal property. Persons using the indoor pool building agree not to hold the Association liable for any actions of whatever nature occurring on or around the indoor pool building.

29. Persons seventeen (17) years of age or under must be accompanied at all times by an adult at the indoor pool building.

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

#### FITNESS ROOM

31. 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.

32. No person under the age of sixteen (16) shall be permitted to use the fitness room.

33. Except by prior arrangement with the Board of Directors of the Association, the number of persons in any one group in the exercise room at any one time will not exceed the resident members of the unit owner's family plus one (1) guest.

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

35. 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 exercise room.

36. Tobacco, beverages, food or glassware are not to be brought into the fitness room. The fitness room will be closed from 10 PM to 10 AM, local time, and during such other times as may be decided by the Board of Directors of the Association. 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 of the Association.

### PETS

37. No pets shall be allowed in the pool areas.

38. Pets shall only be walked in grass areas on the north side of the building and then only when on a leash.

39. Loud barking of pets in units is prohibited and shall be considered and treated as a public nuisance.

### COMPLAINTS

40. 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 of the Association. The Association 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.

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**AMENDMENT AND ENFORCEMENT**

41. 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 any time by the Board of Directors of the Association.

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

43. The foregoing Rules and Regulations shall not apply to the Developer, its successors or assigns, until it has surrendered control of the condominium or its control of the condominium has been terminated in the manner set forth in the Declaration Of Condominium Of Bluewater, A Condominium and the By-Laws of the Association.

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