

**THE COMMUNITIES OF SUNSET BAY**  
**GENERAL COMMUNITY RULES**

Amended and Adopted by Master Association Board of Directors  
June 10,2020

In addition to the covenants, conditions and restrictions contained in the Declaration of Covenants, Conditions, and Restrictions of the Communities of Sunset Bay for Sunset Bay Phase I dated September 23, 2003 (the "Declaration") and subsequent amendments and the By-Laws of Sunset Bay Owners Association ("By-Laws") dated September 23, 2003 and subsequent Amendments, the following rules are hereby adopted by the Sunset Bay Owners Association Board of Directors and are enforceable by the Board of Directors of the Association., All capitalized words as used herein shall have the same meaning as given to said word in the Declaration and subsequent amendments, unless a different meaning is clearly meant by the use of said word:

- 1.** The Common Area and Common Elements of the Communities of Sunset Bay are for the use and benefit of the Owners of the Lots, Units and Boat Slips ("Members or Owners") and their invited guests.
- 2.** Within the Communities of Sunset Bay there are certain designated walkways, cart paths, and boardwalks for the use and benefit of the designated owners and their guests which are to be used for access at all times. 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 boardwalk, except by authorized maintenance personnel or handicap persons Except that designated Owners, may operate motorized vehicles such as golf carts and similar vehicles (no automobiles or trucks) may use the cart path access drive adjacent to the west boardwalk and are specifically prohibited from using the boardwalks.
- 3.** Under no circumstances shall laundry or other articles be placed or hung on the exterior portion of a boat, boat slip, house, or other improvement. Deck and boat railings are specific examples of this prohibited use.
- 4.** No one shall make or permit any noises that will disturb or annoy the Owners or do or permit anything to be done which will interfere with the rights, comfort or convenience of others. Noise and discomforts as would normally occur during the construction of any buildings and improvements, the plans for which have been approved by the Architectural Review Committee. Construction shall be confined from 8:00am to 5:00pm unless special permission is granted by the Board of Directors.
- 5.** Each Owner shall keep such owner's home, lot, or boat and boat slip in a good, clean, safe and well-kept condition.
- 6.** All garbage and refuse shall be placed in the proper garbage container which may only be placed at the designated pick up point during the hours that garbage is to be picked up by the waste disposal company. No trash or other articles shall be burned. Construction refuse shall not be placed anywhere except in approved construction refuse containers. Garbage collection for individual homes is made by Baldwin County Solid Waste one day each week. All garbage containers must be kept within each Owner's enclosed garage. No exterior garbage is allowed except for the garbage containers located at the club house which are only for club house use. All residents are required to use the 96-gallon garbage can on wheels provided by Baldwin County Solid Waste. Each Owner is responsible for establishing their own service.

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6. Continued: All containers are required to be placed back in the Owner's garage the same day as the garbage is picked up. The sidewalks, walkways, boardwalks, cart paths and driveways must not be obstructed or encumbered or used for any purpose other than ingress, egress and regress. Parking Areas are to be used for Owners or their guests. No vehicle shall be parked in such a manner as to impede or prevent ready access to drives or other parking areas. Off-street parking, adequate to accommodate the parking needs of the Owner and Occupants shall be provided by the Owner of each Lot. No parking space, driveway, or other area shall be used for the storage or parking of any boat, boat trailer, camper trailer, or any other sort of towed vehicle or object. All traffic regulations posted within the community must be obeyed by the Owners, renters and their respective guests. Overnight parked vehicles cannot be parked on the Common Areas, including the streets, or parking areas but must be parked in garages or on private driveways. No Owner or guest shall wash cars, trucks, boats or other vehicles at or around the Clubhouse, swimming pool or on any Common areas including the streets. All such activities shall be confined to the Owner's Lot. Owners of a Lot or Unit shall not use the parking spaces on the north and west sides of the Clubhouse for their overflow parking.

7. Owners are reminded that alteration, repair and maintenance of the Common Area and the Common Facilities are the responsibilities of the Association.

8. 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. Satellite dishes are allowed.

9. The Association, its workman, contractors or agents shall have the right of access to any Common Area for the purpose of making inspections, repairs, replacements, maintenance or improvements or to remedy any conditions which would result in damage to portions of the Common Areas or for any purpose permitted under the terms of the Declaration, or the Bylaws of the Association.

10. No "For Rent", "For Sale", or any other types of signs are allowed on any lot or home by any owner, except for any builder that has purchased a lot to build a home on a speculative basis. If a builder elects to use a sales organization to market the builder's home, only one sign will be allowed. All signage must be approved by the Architectural Review Committee.

11. No temporary or permanent basketball goals are allowed.

12. No hazardous materials shall be stored on any portion of the properties comprising the Communities of Sunset Bay.

**SWIMMING POOL**

13. All persons using the swimming pool do so at their own risk. The Association shall not be responsible for any accident or injury in connection with the use of the pool or for any loss or damage to personal property. Persons using the pool area agree not to hold the Association or its Board of Directors liable for any actions of whatever nature occurring within the pool area.

14. Persons twelve (12) years of age or under must be accompanied always by an adult while in the pool area.

15. Except by prior arrangement with the Board of Directors, the number of persons in any Member's group in the pool at any one time shall not be excessive (approximately six (6)). Each group shall be respectful of how their group is impacting the use of the pool by other Members. These larger groups may be requested to limit their pool time on a case by case basis.

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**SWIMMING POOL (continued)**

- 16.** Owners are responsible for the conduct of their guests always, and for the careful observation 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 other communicable disease shall be excluded from the pool.
- 17.** No boisterous or rough play shall be permitted in the pool or in the pool areas.
- 18.** All persons are requested to cooperate in maintaining maximum cleanliness and tidiness in the pool areas.
- 19.** Food or glassware is not to be brought into the pool areas and no breakable glassware shall be brought onto the patios or pool areas. Non-breakable glassware shall be removed after each visit.
- 20.** The pool and hot tub shall be used in accordance with the rules and regulations as shall, from time to time, be promulgated by the Board of Health of the City of Gulf Shores, Alabama, and/or by the Board of Directors of the Association, which rules shall be posted by the Board of Directors.
- 21.** The pool will be closed from 10:00 PM to 6:00 AM, local time, and during such other times and seasons as may be decided by the Board of Directors of the Association.

**FITNESS ROOM**

- 22.** 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, the fitness equipment or for any loss or damage to personal property. Persons using the fitness room agree not to hold the Association or the Board of Directors liable for any actions of whatever nature occur within the fitness room.
- 23.** No person under the age of sixteen (16) shall be permitted to use the fitness room without adult supervision.
- 24.** 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 time will not exceed the number of Association Members plus one (1) guest.
- 25.** 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 time will not exceed the number of Association Members plus one (1) guest
- 26.** Members are responsible for the conduct of their guests always, and for the careful observance of all safety and sanitation precautions.
- 27.** No boisterous or rough play of any kind shall be permitted in the fitness room. All persons are requested to cooperate in maintaining cleanliness and tidiness in the fitness room.
- 28.** Tobacco, canned or bottled soft drink beverages, alcoholic beverages, food or glass wares of any sort are not to be brought into the fitness room. Small plastic containers are allowed. The fitness room will be closed from 10:00 PM to 6:00 AM, local time, and during such other times as may be decided by the Board of Directors of the Association.

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**PETS**

- 29.** All pets must be registered with the Board of Directors or their designated agent and all Owners of such pets must comply with all the provisions of Section 12.12 of the Declaration and all rules and regulations as herein provided. No pets shall be allowed in the pool areas or in the Clubhouse area. Pets must be on a leash when outside of dwellings and owners are required to comply with the City of Gulf Shores and Baldwin County leash laws always.
- 30.** Owners, when walking their pets will clean up any waste deposited or left by such pets and dispose of such waste in a proper manner. Loud barking of pets which disturb other Owners in or outside of homes is prohibited and shall be considered and treated as a public nuisance.
- 31.** Violators of these pet rules will be subject to a fine of \$25.00 for the first offense, \$50.00 for the second offense, and, upon the third violation, the pet shall be reported to the proper authorities. These fines will be considered the same as special assessments and will be collected as such. If not paid by the owner, all remedies as set forth in the Declaration will be used for collection.

**COMMON AREA RULES AND REGULATIONS**

- 32.** Swimming in the canal, Intracoastal Waterway, or Bays is at the Members and their guests own risk and is strongly discouraged
- 33.** No one under the age of twelve (12) years of age is allowed near or around the marina area without adult supervision.
- 34.** All trash must be placed in trash containers.
- 35.** Undue noise, boisterous or rough play will not be tolerated.
- 36.** Swimming in the canal, Intracoastal Waterway, or Bays is at the Members/Owners and their guests own risk and is strongly discouraged.
- 37.** Fishing from the banks of the Community is allowed for Owners only. Guests of Owners may fish with proper license, but only with and in the presence of the Owner. No unacceptable guests will be allowed fishing privileges on the Communities of Sunset Bay property or Marina area.

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### **BOATS, BOAT SLIPS AND DOCKS**

- 38.** All Boat Slips, except Boat Slips #57 and #58, and docks are privately owned and are in honor of the exclusive use of the Owner, or their guests. Boat Slips # 57 and # 58 are reserved for guests on a temporary basis. A Member must register their guest with the Association. The fee for registration of the Member's guest and boat is \$20.00 per day or as otherwise amended by the Board of Directors. The Board of Directors may limit the time or times a guest may use the Boat Slips.
- 39.** All Boat Slip Owners must insure their vessels and provide proof of insurance to the Property Manager and/or Harbormaster.
- 40.** Owners of Boat Slips may lease their Boat Slip and docks with their house and Lot or Unit; however, all such Owners shall have the responsibility to ensure that all rules are followed by the lessees leasing their house or Unit and Boat Slip. Owners of the boat slips are responsible for ensuring the lessees provide proof of insurance to the Property Manager or Harbormaster. In all other cases, an Owner may only lease his Boat Slip to another Owner and with the approval of the Board of Directors.
- 41.** The keeping or parking of any and all types of house boats or charter boats, at any of the Boat Slips or piers and on any portion of the property comprising the Communities of Sunset Bay is prohibited. Speed boats that are not properly muffled are also prohibited. No loud motored boats and/or generators are allowed. All motors must comply with the noise and pollution standards established by the Alabama Shore Police. No covers are allowed on boats that would block views for the shoreline in any direction.
- 42.** A boat of forty-two feet (42') in length has been established as the maximum length to allow adequate turning in the marina, consequently boats that are longer than forty-two feet (42') may not be parked or stored at any of the boat slips on the east west side of the marina. Any boats longer than thirty-six feet (36') must have additional pilings. Any boats on the east side must have written approval from the Architectural Review Committee or Harbor Master prior to mooring.
- 43.** No hazardous materials shall be stored on any portion of the property comprising the Communities of Sunset Bay.
- 44.** Fueling of boats and watercraft is prohibited within the Marina including within boat slips.
- 45.** Boats moving in the Boating Canal shall not cause or leave a wake. The Board of Directors reserve the right to control the speed limits, noise, conduct and speed of all boats belonging to Members, their lessees, guest or invitees at all times when such boats are in such owners' boat slip, the Boating Canal or in the close vicinity of the banks or shores of the Communities of Sunset Bay.
- 46.** No sea doo's or jet skis are allowed to be kept in the Boat Slip areas without the approval of the Architectural Review Committee and/or Harbor Master. The placement, color, height and installation of any jet ski lift, if allowed, must be approved by the Architectural Review Committee. Nothing shall be constructed upon the Boat Slips or docks that will obstruct the residents' views, (Covers, boat houses, etc.) other than approved boat lift structures.

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**BOATS, BOAT SLIPS AND DOCKS (continued)**

**47.** No permanent attachments are allowed on the boardwalk or boat slips, except the approved storage containers, and/or boat lifts that are approved by the Architectural Review Committee. The only color allowed is white. The container shall be purchased by the Boat Slip Owner. The location of each container shall be:

- a.** Boat Slips 20 thru 80 - Each container shall be located on the west side of the boardwalk only at the edge of the boardwalk. The container shall be centered in the boat slip between the center of the finger slip and the mooring piling only. This position shall aid in keeping all golf cart traffic off the boardwalk
- b.** Boat Slips 1 thru 19 - Each container shall be located on the east side of the boardwalk only at the edge of the boardwalk. The container shall be placed exactly two feet from the pedestal assigned to each boat slip.

The numbers for each boat slip shall be placed on the one approved container per boat slip to be located in the center of the container facing the water. Absolutely nothing else may be placed on the containers. No other numbers, letters, names or stickers will be allowed on the containers.

All cleats must be aluminum natural finishes. They must be attached to the Members/Owners boat slip piling with stainless steel screws or bolts by each boat slip Owner. Cleats are not to be fastened to the boardwalk. Standard ten inch (10") cleats are approved by the ARC. No other size may be used without an approval by the ARC.

**48.** Ownership of the Boat Slips or docks is limited to the Members of the Sunset Bay Owners Association.

**49.** The owners of slips at Sunset Bay are allowed to clean fish at the marina on the Sunset Bay common area associated with and adjacent to your boat slip. However, no part of the fish can be thrown into the surrounding body of water or discarded improperly. Proper discarding of the entrails/carcass must NOT be disposed of in the "common area" trash receptacle. This discard is to be double bagged and tied off and discarded in your trash receptacle. The clean-up responsibility of your finger pier and boardwalk area is yours to perform. A fine of \$200 will be implemented for the first violation will be imposed and all other violations will increase by the same.

**CLUBHOUSE RULES AND REGULATIONS**

**50.** The Club House and the restroom in the Clubhouse are for the exclusive use of the Members of the Association and their guests.

**51.** All rooms and space in the Club House must maintain a temperature of 72 degrees at all times to prevent mold and mildew from occurring. All Members must see that this temperature is maintained at all times and report any variances to the Property Manager.

**52.** The Clubhouse may be rented by the Members of the Association for events of less than thirty (30) persons. The fee for such rental is \$100.00 plus a \$100.00 damage and cleaning deposit. The Member leasing the Clubhouse shall be responsible for cleaning and replacing all furniture to its proper place at such Member's cost and expense. This rental is exclusive of the use of the pool unless by special arrangement with the BOD. All events must be concluded by 10:00 p.m. Should the cost of any repair or replacement of any damaged sustained exceed the \$100.00 deposit, the Member responsible shall be billed for all such additional cost incurred by the Association. If the debt is not paid within the designated time, the Board of Directors of the Association shall have the right to levy a Special Assessment as provided in Section 5.04 (c) and to have and exercise all rights and benefits as provided in Article VI of the Declaration. There are dates on the calendar that are subject to blackout dates/times. Blackout dates adopted: Memorial Day weekend, Labor Day weekend, Weekends around 4th of July, Halloween, St. Patrick's Day, Christmas, New Year's Eve.

**53.** No loud music or boisterous activity that would disturb an Owner will be allowed either inside the Clubhouse or from the boat dockage area or on the Community grounds. Members the Clubhouse will be responsible for policing the consumption of alcoholic beverages by all persons, including underage persons, and for the use of illegal drugs by anyone and everyone attending the event. both on and off the Clubhouse premises. The Association, its Directors or Members do not accept any liability or responsibility for any such actions.

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**CLUBHOUSE RULES AND REGULATIONS (continued)**

**54.** The Clubhouse for the Member's enjoyment and personal use only. No business shall be conducted on a regular basis, no home construction activity, and no business meetings other than by the Sunset Bay Owner Association or the Sunset Bay at Bon Secour Villa Association, shall be allowed.

**COMPLAINTS**

**55.** Complaints regarding the management of the Community in regard to the actions of other owners or persons shall be made in writing to the Board of Directors. 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 or for additional rules and/or regulations adopted by the Association from time to time. Any complaint or dispute 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. Upon receipt of such complaint said Board of Directors may, in its sole discretion, decide the complaint without a hearing. In the event the Board of Directors elect to hold 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 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.

**DAMAGES**

**56.** Any and all damages to the Common Area, the Common Elements, and any property or improvements owned by the Association occasioned by the willful or negligent acts of a Member, a Member's family members, or the guest or invitees of such Member shall be the obligation and responsibility of such Member and such Member and such Member's Lot and/or Boat Slip shall be subject to all assessments for any and all repair or repairs, cost and expense made or incurred by the Association in connection therewith.

**AMENDMENT AND ENFORCEMENT**

**57.** 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.

**58.** These rules and regulations are subject to amendment by the Board of Directors of the Association.

**59.** In the event, any of the above regulations are not adhered to by any Owner, the Association shall have the right to take any action deemed necessary to correct the violation. All costs associated with this action to remedy the violation shall be paid within 30 days of date of the notice of the billing statement provided to the Owner by the Association. If the debt is not paid within the designated time, the Board of Directors of the Association shall have the right to levy a Special Assessment as provided in Section 5.04 (c) and to have and exercise all rights and benefits as provided in Article VI of the Declaration.

*The information furnished in this document is intended to for the general health and welfare of the Members of Sunset Bay Owners Association and to preserve the charm, beauty and value of the Sunset Bay Development and to cover the majority of the matters and concerns that will need to be considered, however this document may not properly address every matter, therefore, an Owner should carefully review the Declaration, By-Laws, their Amendments, and the Development Guidelines. Each of said documents, these Rules and Regulations and any other information as may be deemed pertinent, will be considered by the Architectural Review Committee and/or the Board of Directors of the Association in granting their respective approval as to any and all matters requiring the approval of the Architectural Review Committee and/or the Board of Directors of the Association and/or the enforcement of the conditions and restrictions contained in said documents.*