

Swimming Pool

2-. All **Persons** using the swimming pool 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.

30. **Persons twelve years of age or under must be accompanied at all times by an adult.**

31. 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 resident members of the family of the **Owner** plus three guests.

32. 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.

33. 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.

34. All **Persons** are requested to cooperate in maintaining maximum cleanliness and tidiness in the swimming pool area.

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

36. 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 Baldwin County, Alabama**, and/or by the **Board of Directors**, which **Rules and Regulations** shall be posted by the **Board of Directors**.

37. Use of the pool is reserved for **Owners** eighteen years of age and over, after **7:00 p.m.**, local time. The pool will be closed from **10:00 p.m. to 10:00 a.m.**, local time, and during such other times and seasons as may be decided by the **Board of Directors**.

Complaints

38. Complaints regarding the management of **Sunset Bay at Bon Secour Island Villas, a Condominium** or regarding 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**. Any complaint or dispute as to any of these **Rules and Regulations**, or as to any application or enforcement of the **Rules and Regulations**, 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 the sole discretion of the **Board of Directors**, 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 days notice of said hearing 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.

Amendment and Enforcement

39. Any consent or approval given under these **Rules and Regulations** by any **Person** designated as manager or any **Person** or committee designated as being responsible for the enforcement

of any of these **Rules and Regulations**, and/or for the use of any common facility, shall be revocable at any time by the **Board of Directors**.

40. These **Rules and Regulations** are subject to amendment by the **Board of Directors** and to the promulgation of further **Rules and Regulations** by the **Board of Directors** and/or by the **Association**.

41. The foregoing **Rules and Regulations** shall not apply to the **Declarant**, or the successors or assigns of the **Declarant**, until the **Declarant** has surrendered control of **Sunset Bay at Bon Secour Island Villas, a Condominium** or control by the **Declarant** of **Sunset Bay at Bon Secour Island Villas, a Condominium** has been terminated in the manner set forth in the **Declaration of Condominium of Sunset Bay at Bon Secour Island Villas, a Condominium** and the **By-Laws** of the **Association**.

**Declaration of Covenants, Conditions and Restrictions of
the Communities of Sunset Bay for Sunset Bay, as Amended
by Amended Master Declaration and Supplemental Declaration**

42. All **Owners of Units in Sunset Bay at Bon Secour Island Villas, a Condominium**, together with their occupants, guests and invitees, must comply with the **Declaration of Covenants, Conditions and Restrictions of the Communities of Sunset Bay for Sunset Bay, Phase I** dated **September 23, 2003** and recorded **October 9, 2003** as **Instrument Number 764204, Pages 1 through 45**, as amended by **Amended Master Declaration** and **Supplemental Declaration** adding **Sunset Bay at Bon Secour Island Villas, a Condominium** to **Sunset Bay**.

The capitalized terms used in these **Rules and Regulations** shall have the same meaning as those in the **Declaration of Condominium of Sunset Bay at Bon Secour Island Villas, a Condominium**.

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