

RULES CONCERNING THE USE OF
CAPSTONE QUARTERS, A CONDOMINIUM

In addition to those rules and regulations contained in the Declaration of Capstone Quarters, A Condominium (the “Declaration”), the following Rules are hereby adopted by Capstone Quarters Condominium Association, Inc., an Alabama non-profit corporation (the “Association”):

I. GENERAL COMMUNITY RULES

1. The facilities of Capstone Quarters, A Condominium (the “Condominium”) are for the use of Condominium Unit Owners, tenants and their invited guests.

2. Each Owner and tenant shall abide by the terms and conditions of the Declaration, the Articles of Incorporation of the Association (the “Articles”), the By-Laws of the Association (the “By-Laws”), and these Rules. If there is any conflict or inconsistency between the terms and conditions of the Declaration and the terms and conditions of the Articles, the By-Laws or these Rules, the terms and conditions of the Declaration shall control. If there is any conflict or inconsistency between the terms and conditions of the Articles and the terms and conditions of the By-Laws or these Rules, the terms and conditions of the Articles shall control. If there is any conflict or inconsistency between the terms and conditions of the By-Laws and the terms and conditions of these Rules, the terms and conditions of the By-Laws shall control.

3. 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 there from, 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 of the Association and posted.

4. A Unit Owner may identify such Owner’s Unit with a name plate of a type and size approved by the Board of Directors of the Association and mounted in a place and manner approved by the Board of Directors of 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 Board of Directors of the Association, 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.

5. Unit Owners shall not remove, paint or change the appearance of the original, standard equipment, two (2) inch 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 Unit Owner with blinds of same size, quality, color and material as the original blinds.

6. 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.

7. 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 By-Laws of the Association. Except in case of emergency, entry will be made by prearrangement with the Owner or tenant. 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

8. 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.

9. 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. 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 tenant's expense and risk. The tenants, visitors, and family will obey the parking regulations posted in the parking areas, and drives, and any other traffic regulations promulgated in the future for the safety, comfort or convenience of the tenants. Washing of cars, boats, and vehicles of any kind is prohibited.

10. 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.

11. 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.

12. 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 permission of the Board of Directors of the Association and with adequate limitations, protections and repair provisions for such activities.

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

(a) 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.

(b) 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.

(c) 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.

(d) Any obnoxious or offensive activity which in the reasonable determination of the Management tends to cause embarrassment, discomfort, annoyance, or nuisance to persons using the Common Area or to the occupants of other Units.

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

(f) 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.

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

(h) Accumulation of rubbish, trash, or garbage except between regular garbage pick-ups, and then only in approved containers.

(i) Discharge of firearms; provided, the Management shall have no obligation to take action to prevent or stop such discharge.

(j) 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.

(k) 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.

(l) Operation of motorized vehicles on pathways or trails maintained by the Association.

(m) Any construction, erection, placement, or modification of any thing, 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, basketball hoops, swing sets, similar sports and play equipment, clotheslines or other clothes drying facilities, garbage cans, hedges, walls, dog runs, animal pens, or fences of any kind.

IV. CLUB ROOM

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

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

25. Except by prior arrangement with the Board of Directors of the Association, the number of persons in any one group using the Club Room at any one time will not exceed the resident members of the Unit Owner's family plus one (1) guest.

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

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

28. Tobacco, spill able containers and glassware are not to be brought into or upon the Club Room.

29. The Club Room will be closed during such times as may be decided by the Board of Directors of the Association.

30. The Club Room shall be open for use by Owners and their guests and lessees during the hours of 9:00 A.M. to 10:00 P.M.

VI. COMPLAINTS

35. 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 Board of Directors of 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. Any complaint or dispute as to any of these Rules, 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.

VII. AMENDMENT AND ENFORCEMENT

36. 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.

37. 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.

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