

**RULES AND REGULATIONS GOVERNING THE USE OF WIND DRIFT CONDOMINIUMS
ADOPTED BY THE BOARD OF DIRECTORS ON MARCH 8, 2008, AMENDED APRIL 16, 2016,
AND AMENDED JULY 21, 2023.**

GENERAL RULES

Section 1:

- 1.** The facilities of Wind Drift condominium are for the use of unit owners, their guests, and persons renting their units.
- 2.** Use of all tobacco or vaping products is prohibited in the common areas. Use of smoke-producing tobacco products or marijuana is prohibited on the respective owner's balconies.
- 3.** No motorized vehicle, except wheelchairs, shall be operated on any walkway.
- 4.** No article shall be hung or shaken from the doors, windows, or balconies of the units.
 - a. Under no circumstances shall beach towels, sheets, or other laundry of any kind be placed or hung on the exterior portions of a unit.
 - b. U.S. and state flags may be flown on patriotic holidays such as July Fourth, Memorial Day, and Veterans Day. University Flags may be flown on game day.
 - c. Bunting is also allowed for patriotic holidays. Flags that are offensive because of language or images, or that promote some political cause or hate action are not allowed.
 - d. Management has the right to request the removal of any flag deemed to be inappropriate and not befitting the standards of Wind Drift and its community.
 - e. Care should be taken to not damage or void the warranty in any way of the railings or deck and wall coatings.
- 5.** No one shall make or permit a nuisance to be carried on that unreasonably disturbs another's use of a condo unit or the common areas, including but not limited to loud noises such as music, pets barking, screaming, noisy mufflers, moving furniture; noxious odors; offensive language or boisterous or rude behavior.
- 6.** Renovation, repair, and construction in units are permitted during standard business hours.

8:00 AM to 5:00 PM Monday through Friday

10:00 AM to 4:00 PM on Saturday

No construction on Sunday.

- a.** Vendors, including cleaning and maintenance services, are also permitted only during the same hours, except in the case of emergencies.

7. Quiet time at Wind Drift is 10:00 PM to 8:00 AM.

8. Occupants of units are responsible for the conduct of their guests, including minors occupying the unit, at all times, and for the careful observance of all safety and sanitation precautions.

- a.** A unit owner is responsible for the conduct of all occupants, renters, invitees, or guests of the owner, including guests who were given gate access by the owner.

9. Each owner shall keep his or her unit in a good state of presentation and cleanliness, and shall not sweep, throw, or permit anything to be swept from the doors, windows or balconies of their unit.

- a.** Exception: When cleaning rails and other balcony surfaces as per warranty directions care should be exercised before rinsing areas to make sure no one is under the area to be rinsed.
- b.** Wind Drift cleaning staff will periodically blow the common walkways on each floor and clean the rails quarterly.

10. All garbage and refuse shall be enclosed in a sealed trash bag and deposited in the garbage chute located on each floor or deposited in the garbage dumpsters located on the ground floor.

11. Large items that are too big for the dumpsters shall not be left in the garbage room or left anywhere on the Wind Drift property.

12. Owners are to haul off their own discarded furniture and other large items that will not fit in the dumpster.

13. No trash or other articles shall be burned on the property.

14. Unit owners may not store or abandon any items under the Southeast or Southwest buildings, in any of the lobbies, or in other common areas.

15. In the North building no items are permitted to be stored under the building outside of the cages or storage units.

16. Cages/storage units are on a first-come first-serve basis, and they must be kept neat and organized at all times.

- a.** Any items not properly stored, broken, or decaying are subject to disposal.

- 17.** No items are to be chained to any column or pipe under any of the buildings.
- 18.** It is necessary to keep the area under the buildings tidy to mitigate rodent activity, risk of fire, storm damage, and other health risks, as well as to maintain appearance.
- 19.** Bicycles may be chained to the bike racks.
- 20.** Water closets or other water apparatus in the building shall not be used for any other purpose than those for which they were designed, nor shall any sweepings, rubbish, rags, or other articles be placed in the same.
- a.** Any damage resulting from misuse of any water closet or other apparatus in the units shall be required and paid for by the owners of such units.
 - b.** Water shall not be left running for any unreasonable length of time.
- 21.** A unit owner may identify his unit with a nameplate of a type and size approved in writing by the Association and mounted in a place and manner approved by the Association.
- a.** No other sign, advertisement, notice of lettering shall be exhibited, inscribed, painted, or affixed by any unit owner on any part of the outside of a building, hung from or placed on windows, windowsills, balconies or otherwise displayed without the prior written consent of the Association.
 - b.** No commercial sign shall be posted on the exterior or in the window of any unit.
- 22.** Unit owners are reminded that alteration and repair of the common elements is the responsibility of the Association except for those matters that are stated in the Declaration to be the responsibility of a unit owner.
- a.** No attachments of any kind or work of any kind is to be done upon or affecting those portions of exterior building walls or interior boundary walls that are the responsibility of the Association without first obtaining the written approval required by the Declaration of Condominium.
 - b.** Any owner placing an attachment to the building exterior, or a common element will be charged for removing and restoring the building or common area. Piercing the envelope of the building subjects it to water intrusion.
- 23.** No radio or television antenna shall be attached to or hung from the exterior of any building without written approval from the Association.
- 24.** The Association, its workers, 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, improvements or to remedy any conditions which would result in damage to other portions of the building, or for any purpose permitted under the terms of the Declaration or the Bylaws.

- a.** Except in case of emergency, entry will be made by prearrangement with the owner.
- b.** In the event the Association finds there are vermin, insects, or other pests within the unit, it may take such measures as it deems necessary to control or exterminate the same at the owner's expense.
- c.** Units **MUST** be accessible to assess and/or to mitigate storm damage.

25. Owners must provide the Association with a working unit key or keyless entry code for emergency access.

- a.** Owners who do not provide such will be charged locksmith expenses if Association access is required in the judgment of the management.

26. No one shall use or permit to be brought into any unit facilities any flammable oils or fluids such as gasoline, kerosene, naphtha or benzine, or other explosive articles deemed hazardous to the life, limb, or property.

27. No drones are permitted on the Wind Drift property.

28. Fireworks are not permitted on Wind Drift property or the beach.

29. Feeding birds from the balconies of any building is not permitted at any time.

30. Tampering with the elevators, including playing by minor children, will not be tolerated, and will be considered and treated as vandalism and subject to Board action.

31. Complaints regarding the management of Wind Drift shall be made in writing, including email, to the Board of Directors.

32. General complaints, suggestions or requests, specific complaints regarding actions of other owners, guests, renters, or any other person shall be made in writing, including by email, to the Association manager.

- a.** Any complaint or dispute as to any of these general rules, or as to the application or enforcement thereof, shall be made in writing to the Association manager, setting forth the nature of the matter complained of, and the names of all parties aggrieved and or charged by reason of such manner.
- b.** The Association manager shall forward communication from the owner to the Board of Directors for action if deemed necessary.

- c.** The Association manager or Board of Directors may assign to one or more persons or to a manager, full responsibility for the enforcement of all or part of a specified rule in these general rules.
- d.** The Board of Directors may, in its sole discretion, decide the complaint without a hearing.
- e.** In the event the Board elects to have a hearing upon such complaint, not less than five 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.
- f.** 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 or to submit documents.

33. The staff works for the condominium association, not for individual owners or their guests.

- a.** Owners may not attempt to give staff instructions for any repairs or cause interference with their work.
- b.** All maintenance requests should go through the association web portal, not made directly to maintenance staff, so work orders can be accomplished.

34. Questions from renters related to unit rentals should be directed to the unit owners' rental agent.

35. Water heaters should be replaced every 15 years.

- a.** Leaks from water heaters not replaced as recommended shall result in the owner's financial responsibility for any repairs needed as a result of the leak, both in his/her own unit and any other units affected.

36. Everyone coming from the beach/pool areas must dry off if wet before entering the elevators.

37. Any owner, guest, or renter who damages or vandalizes Wind Drift property, buildings, facilities or equipment will be held responsible for paying for the repairs and for associated labor and subject to fines and/or prosecution.

- a.** Ultimately, the unit owner is responsible for the conduct of guests and renters and for payment of repairs to damage caused by guests or renters of the unit owner.

AUTOMOBILE AND BOAT PARKING RULES

Section 2

- 1.** Wind Drift parking lots and boatyard are for the exclusive use of its owners, guests, and renters.
- 2.** Owners, guests, and renters must always display current decals or hangtags on vehicles and trailers while on Wind Drift property.
 - a.** It is the responsibility of the owner, guest, or renter to secure appropriate access codes, RFIDs, and credentials prior to arriving and parking a vehicle or trailer at Wind Drift.
- 3.** Failure to comply with these rules shall subject the vehicle or trailer to towing at the vehicle or trailer owner's expense.
 - a.** Unregistered vehicles and trailers will receive one warning that the vehicle is subject to being towed at the vehicle or trailer owner's expense, after which it is subject to being towed if not registered or moved off Wind Drift property.
- 4.** Only Wind Drift passes are valid parking passes at Wind Drift. Use of passes by any person other than a resident or guest of a resident of Wind Drift is strictly prohibited.
- 5.** Abuse of parking passes such as improper use or reuse of rental or guest codes, purchasing vendor codes for renters, or evading the system is theft and subject to board action including fines, voiding of access codes, and prohibitions of future purchases of codes, and criminal referral.

AUTOMOBILES:

- 1.** The sidewalks, driveways, and parking areas must not be obstructed or encumbered, or used for any purpose other than ingress and egress and parking.
 - a.** It is important to preserve driving lanes for emergency vehicles, sanitation trucks, trailers, and owners and guests.
- 2.** Automobile parking spaces have been provided for the use of the unit owners and guests. No vehicle shall be parked in such a manner as to impede or prevent ready access to other parking areas.
 - a.** Parking in "no parking" zones or obstructing lanes will subject vehicles to towing without warning at the vehicle owner's expense, or the unit owner's expense.

- 3.** Owners, invited guests and renters shall obey the parking regulations promulgated for the safety, comfort, and convenience of others.
- 4.** No trailers or boats shall be parked in any of the paved parking lots.
- 5.** Washing of cars, boats, and vehicles of any kind is prohibited in walkways, parking lots, and any other paved areas.
 - a.** Washdown locations for boats and trailers are provided in the northeast corner of the boatyard and at the boat ramp.
- 6.** Owners must register their vehicles by filling out a form which will be provided by the Wind Drift Association on the association web portal.
 - a.** Owner decals must be displayed on the front windshield of the vehicle in the lower corner of the driver's side.
- 7.** Owners receive 2 RFID automatic gate access sticker tags and 2 Wind Drift owner decals per deeded owner.
 - a.** When only one person is on the deed, the owner may request two additional RFIDs and decals for a spouse or domestic partner who is not on the deed.
- 8.** Owners who have paid their annual boat yard parking fee will have their RFID sticker tags activated for the boat yard.
- 9.** Owners needing to purchase a guest pass for family members staying in the unit may purchase a weekly pass at [www. https://www.mywinddriftaccess.com](https://www.mywinddriftaccess.com)
 - a.** Once on location the guest must obtain a hangtag from the lobby of their building to fill out completely and hang it from the vehicle mirror or place it on the dash for identification.
 - b.** Failure of a guest to obtain and completely fill out and display a hangtag will subject the guest's vehicle to towing at the vehicle owner's expense.
- 10.** An owner may open the gate remotely by phone and grant access to a guest or himself or herself at any time.
 - a.** The person needing access may search the directory at the gate kiosk by unit # or by owner name and then select the owner's name.
 - b.** The cell phone number on file for the deeded owner of that unit will ring.
 - c.** The owner may answer the phone and press 9, which will open the gate to grant access.

- d. Once at the location, a guest must obtain a hangtag in the lobby to fill out completely and hang from the vehicle mirror or place it on the dash.
- e. Owners are responsible for guests to whom they grant access.
- f. Only phone numbers of deeded owners or their spouses or partners will be listed in the kiosk directory.
- g. No rental agents are to be listed in the kiosk directory.

11. Renters may purchase up to two parking passes for the length of their stay for a maximum of one week.

- a. Renters staying longer than one week must purchase new parking passes for each subsequent week in the regular season (March – October).
- b. Renters should purchase parking passes, in advance of arrival, directly from Wind Drift through the Wind Drift Guest Registration Website:
<https://www.mywinddriftaccess.com>.
- c. Once on location, the renter must obtain a hangtag for each vehicle, from the lobby, to fill it out completely and hang it from the vehicle mirror or place on the dash.
- d. Failure of a renter to obtain and completely fill out and display a hangtag will subject the renter's vehicle to towing at the vehicle owner's expense.

12. There is a QR code on each of the main gate's keypad kiosks, as well as the Wind Drift office front door.

- a. By taking a picture of the QR code by phone, guests or renters can access a portal to register and receive an entry code for their stay via text message or email. This process may take some time to receive the code, so guests are advised to register in advance.

13. Snowbirds, which are renters of a term of one month or more between November 1 and February 28 may purchase, in advance, an RFID access tag from the office at a discounted monthly rate.

14. Violation of parking and access rules may result in a fine of \$100 to the Owner of record for a first offense and \$200 for each subsequent offense.

15. Daytime guests, who are not staying overnight do **NOT** need to purchase a parking pass.

- a. They may be granted access by the unit owner at the gate by phone.
- b. Daytime guests should obtain a hangtag from the lobby of your building and fill it out completely and hang it from the vehicle mirror for identification purposes.

16. Vendors such as cleaning services, delivery services, marine mechanics, plumbers, electricians, appliance repair, HVAC repair or other contractors may purchase a vendor pass directly from: <https://www.mywinddriftaccess.com>

17. Overflow parking is available on the North side and in the boatyard.

BOATS:

1. Owners may reserve a space to store a trailer in the boatyard for an annual or semi-annual fee.

- a. These spaces are on a first-come first-serve basis.
- b. Proof of government registration and insurance must be presented at the time of registration. Owner's boats may be registered on the condo owner association web portal.
- c. Renewal fees paid by January 31 will entitle the boat owner to receive the same slot assignment for the year.

2. Renters and guests wanting to bring a boat and use the boat docks or trailer storage must contact the Wind Drift office **at least 7 days in advance** of their stay to make a reservation and purchase credentials.

- a. Access code and Boat/Trailer Passes must be picked up at the Wind Drift Office
- b. Guest Rental Space is limited.
- c. Short-term rate \$50 a day or \$300 per week
- d. Long-term rates are seasonal rates that are set by the board.

3. Rental passes must be properly displayed on the boat and trailer.

- a. Trailers not properly registered or not displaying proper credentials are subject to being towed at the trailer owner's expense.

4. Renters or guests' trailers must be parked in the designated rental and guest parking area and on a first come basis.

5. Unit owners may purchase boat/trailer decals which will include decals for the boat and the trailer for an annual fee for 12 months in the boatyard.

- a. Condo owners of record shall complete the online boat registration form, which includes the make, model, year, registration number, and verification of insurance.
- b. Owners must also provide their Wind Drift unit number.
- c. Priority will be given to owners of a unit needing their first storage space over joint owners of a unit needing to store a second or third boat from an ownership group.

- 6.** An owner may not purchase a boat and trailer storage decal for a non-owner.
- 7.** An owner of record of Wind Drift condominiums may be permitted to purchase a boat and trailer storage space assigned to registered boat owners who are members of the condominium owner's immediate family, subject to availability.
 - a.** Priority will be given, at all times, to owners needing a space.
 - b.** Immediate family is defined as the owner's spouse or children.
- 8.** Any violations of the rules are subject to board action.
- 9.** Any trailer that is not properly registered, properly parked, and properly displaying credentials is subject to being towed at the trailer owner's expense.
 - a.** If a trailer or boat is parked or docked on the property and not properly registered at the invitation of a condo owner, the condo owner is subject to a fine after being warned.
- 10.** Owners shall park their boat and trailer in the designated section of the boat parking area and the designated space.
 - a.** The designated space is between signs with the assigned number viewable in the driver's rear-view mirror.
- 11.** No vehicle with a boat and/or trailer attached shall be left in the boatyard unattended.
- 12.** No trailers or boats shall be parked in the paved area deemed for vehicle parking.
- 13.** Boats, canoes, kayaks, and any other floating items are to be stored on the designated stands in the boatyard, not in breezeways or other areas.
- 14.** Utility trailers must be parked in the boatyard.

SWIMMING POOL RULES

Section 3

- 1.** Persons using the pool do so at their own risk there is No lifeguard on duty.
 - a.** The pool is for the exclusive use of Wind Drift owners, guests, and renters.
 - b.** Pool hours are 8:00 AM to 10:00 PM.
- 2.** The Association is not responsible for any accident or injury in connection with the use of the pool or for any loss or damage to personal property.

- a. Persons using the pool area agree not to hold the Association liable for any actions of whatever nature occurring within the pool area.
- 3. 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 Association.
 - a. Use of times and other restrictions for pool use shall be decided by the Association and posted in the pool area.
- 4. Owners, guests, and renters will be held responsible for their conduct at all times while in the pool area and for the careful observance of all safety and sanitation precautions, and posted rules.
- 5. 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.
 - a. All persons are requested to cooperate in maintaining maximum cleanliness and tidiness in the pool area.
- 6. Pool use times and other restrictions as decided by the Association shall be posted in the pool area.

7. Basic Rules:

- A.** Persons 12 years of age or under must be accompanied by an adult at all times.
- B.** No boisterous, rough play or diving shall be permitted in the pool or pool area.
- C.** Persons using the pool must wear appropriate swimwear. No jeans, cut-offs, or shorts are permitted.
- D.** Radios and stereos must be kept at a low volume.
- E.** No playing with or removing pool furniture from the pool area.
- F.** No diapers are allowed in the pool. Appropriate infant toddler swim pants must be worn.
- G.** No glass of any kind shall be permitted in the pool area.
- H.** No food is permitted in the pool.
- I.** No pets are allowed in the pool area.
- J.** All trash must be placed in trash receptacles.
- K.** The pool will be closed if lightning is near.
- L.** Only floating toys are allowed in the pool area.
- M.** No balls or toys are to be thrown in the pool area.

- N.** On the Southside any toys that are thrown or tossed in any way so they enter the dunes may not be recovered.
- O.** Entry into the dunes by any person shall result in a \$100 fine per incident, assessed to the owner of the unit associated with the violation.

BOAT DOCKS

Section 4

Wind Drift boat docks are for the exclusive use of Wind Drift owners, guests, and renters. Use by any other persons is strictly prohibited and violations will be subject to board action, except as noted below.

- 1.** All boats docked in a Wind Drift slip must have a current owner boat decal properly displayed or a current rental pass purchased from the Association.
 - a.** Daytime guests of owners may display a hangtag identifying the boat as belonging to a daytime guest and the unit number they are visiting for the day.
 - b.** Daytime passes will not be recognized after dark.
- 2.** Unregistered boats are subject to immobilization by chain with a \$180 fee to release them.
- 3.** Owners not storing a boat or trailer in the boat yard, but want to use the boat docks, may purchase a boat dock credential from the Wind Drift office.
- 4.** Guests and renters must be present and in residence at Wind Drift for their boat, with proper identification, to be docked in a boat slip and or stored in the boatyard.
- 5.** Owners may only dock their boat in a boat slip for a maximum of 7 days if the owner is not in residence.
- 6.** Boat slips are on a first-come first-serve basis with no slips reserved.
 - a.** Slips may not be reserved by tie-up ropes on dock pilings.
 - b.** Boats must be properly secured in the boat slips.
- 7.** Owners may only give permission for daytime guests to dock their boats at the dock during daylight hours while visiting and on the property.
 - a.** Daytime guests may obtain a hangtag from the north lobby to fill out and display for identification purposes.

- b.** No visitor's boat may remain overnight without purchasing and displaying a rental pass.
- 8.** Fishing is permitted on the docks, however, please clean up after fishing.
 - a.** Do not cut bait or clean fish on railings or benches.
 - b.** Please use the cleaning tables at the east end of the dock.
 - c.** Do not leave trash on the dock when you leave.
 - d.** Do not put fish parts in trash cans, dumpsters, or waterways.
 - e.** Fish baskets have been placed in the water at the pier by the cleaning station for disposing of fish remains.
 - f.** If it is determined crab and bait traps have been abandoned, they will be removed and discarded.
- 9.** Hoses at the cleaning station are for your use to clean up after cutting fish at the cleaning table.

PETS

Section 5

- 1.** Only owners of record and their immediate family members and long-term renters are permitted to have pets on Wind Drift property.
 - a.** The immediate family is defined as a mother, father, daughter, son, or spouse.
 - b.** Long-term is defined as renting for 30 days or longer.
 - c.** All pet rules apply.
- 2.** Short-term renters and their family members are not permitted to have pets on Wind Drift property.
- 3.** Wind Drift will obey all ADA rules regarding service animals.
- 4.** All pets must be registered through the online web portal, and all pets will be required to display a Wind Drift-issued tag.
 - a.** Tags will be issued upon receipt of the executed form.
- 5.** Pets must be on a leash at all times while at Wind Drift.
- 6.** Loud pet noises such as barking in units is prohibited and shall be considered and treated as a nuisance.

7. In consideration of owners who do not bring pets to Wind Drift, certain areas of the property have been designated as pet walking areas.

- a.** These areas of the property have been clearly marked with appropriate signs.
- b.** Owners must clean up after their pets and dispose of the pet waste in the pet waste stations or the ground floor dumpster.
- c.** Do not dispose of pet waste in the common area trash cans.

8. Any violation of the pet rules may result in a fine of \$100.

9. As is the case with all rules, individual unit owners are responsible for the actions, behavior, and rules of compliance of their guests and renters who occupy their units.

TENNIS AND PICKLEBALL COURTS

Section 6

- 1.** The tennis, shuffleboard, and pickleball courts are for the use of Wind Drift owners, guests, and renters between the hours of 7:00 am and 10:00 pm.
- 2.** Persons aged 12 and under must be accompanied by an adult on the courts.
- 3.** Occupants and owners are responsible for the conduct of their guests at all times.
- 4.** No boisterous or rough play shall be permitted on the courts.
- 5.** Equipment and nets are for the use of owners, guests and renters and should not be mistreated. All persons should clean up after using the courts and properly care for and store equipment.

OUTDOOR COOKING

Section 7

- 1.** Cooking on balconies with any type of flame, such as with charcoal, propane, natural gas or wood, is prohibited.
 - a.** Electric grills may be used by owners only.
 - b.** Owners should store electric grills so that they will not be used by renters.
 - c.** Renters shall not cook on balconies.

2. Charcoal grills are provided on the west side of the North property and on the South property beside the pool area.

DO NOT LEAVE FIRES OR COALS UNATTENDED.

DELINQUENT OWNERS

Section 8

1. Any unit owner in arrears over 60 days for homeowner dues, fines, repairs or assessments may be denied the use of the common elements such as cable TV, Internet, boat and parking facilities. Late fees and interest charges will apply.
2. Any unit owner in arrears over 30 days shall receive a notice from the Association.
3. Any unit owner in arrears over 60 days shall receive a notice from the Association of late fees and interest charges accruing after payment is 60 days late and a notice that a lien will be placed on the property after payment is 90 days late.
4. Any unit owner in arrears over 120 days shall receive notice from the Association that a lien is being placed on the property.

ENFORCEMENT

Section 9

The above rules shall be enforced by the association's manager as empowered by the board of directors. Violations by owners, owner's family, renters, and guests will be charged to the unit owner. Violations by renters will be immediately reported to the rental agency and the respective unit owner to remedy the violation. Any associated fees will be demanded for payment from the renter's deposit. The Association's bylaws state that owner fines not paid may result in a lien being placed against the owner's unit.

SCHEDULE OF FINES

Section 10

First offense: Warning

Second offense: \$100 fine chargeable to the owner's account

Third offense: \$250 fine chargeable to the owner's account

Fourth offense: \$500 fine chargeable to the owner's account