

**RULES AND REGULATIONS
FOR
GRAND BAY RESORT**

I. General Rules

1. The sidewalks, entrances, passages, lobbies and hallways and like portions of the Shared Facilities shall not be obstructed nor used for any purpose other than for ingress and egress to and from The Properties (as defined in the Declaration of Covenants, Restrictions and Easements for Grand Bay Resort); nor shall any carts, bicycles, carriages, chairs, tables or any other objects be stored therein, except in areas (if any) designated for such purposes.

2. The personal property of Hotel guests, Unit Owners and other occupants must be stored in their respective Units or in any other areas designated by the NCL Owner (as defined in the Declaration of Covenants, Restrictions and Easements for Grand Bay Resort) for such storage.

3. No articles shall be placed on the balconies, patios or other Shared Facilities, without the prior approval of the NCL Owner. No linens, cloths, clothing, bathing suits or swimwear, curtains, rugs, mops, or laundry of any kind, or other articles, shall be shaken or hung from any of the windows, doors, balconies, terraces or other portions of The Properties.

4. No Hotel guest, Unit Owner or other occupant shall permit anything to fall from a window or door of The Properties, nor sweep or throw from The Properties any dirt or other substance onto any of the balconies or elsewhere in the Building or upon the Shared Facilities or The Properties.

5. No garbage, refuse, trash or rubbish shall be deposited except as permitted by the NCL Owner. The requirements from time to time of the company or agency providing trash removal services for disposal or collection shall be complied with. All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.

6. No Hotel guest, Unit Owner or other occupant shall make or permit any disturbing noises by himself or his family, servants, employees, pets, agents, visitors or licensees, nor permit any conduct by such persons or pets that will interfere with the rights, comforts or conveniences of other Unit Owners or occupants. No Hotel guest, Unit Owner or other occupant shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio or sound amplifier in the Unit in such a manner as to disturb or annoy other residents.

7. No sign, advertisement, notice or other graphics or lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of The Properties, except signs used or approved by the NCL Owner. Additionally, no awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or roof of the Building or on the Shared Facilities, without the prior written consent of the NCL Owner.

8. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Unit.

9. A Hotel guest, Unit Owner or other occupant who plans to be absent during the hurricane season must prepare his or her Unit prior to his or her departure by designating a responsible firm or individual to care for his or her Unit should a hurricane threaten the Unit or should the Unit suffer hurricane damage, and furnishing the NCL Owner with the name(s) of such firm or individual. Such firm or individual shall be subject to the approval of the NCL Owner.

10. A Hotel guest, Unit Owner or other occupant shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors,

balconies or windows of the Building. Curtains and drapes (or linings thereof) which face on exterior windows or glass doors of Units shall be subject to disapproval by the NCL Owner, in which case they shall be removed and replaced with acceptable items.

11. No air-conditioning units may be installed by Hotel guests, Unit Owners or other occupants. No Unit shall have any aluminum foil placed in any window or glass door or any reflective or tinted substance placed on any glass, unless approved, in advance by the NCL Owner in writing. No unsightly materials may be placed on any window or glass door or be visible through such window or glass door.

12. Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within The Properties and including full compliance by them with these Rules and Regulations and all other rules and regulations of the NCL Owner. Loud noises will not be tolerated. All children under twelve (12) years of age must be accompanied by a responsible adult when entering and/or utilizing the recreational facilities.

II. **Parking and Motor Vehicles**

1. Parking

(a) Unauthorized parking includes vehicles parked so as to block or impede entering or exiting from other parking spaces, drives, roads, or building entry ways. No parking shall be permitted in or upon any driveways, sidewalks or landscaped areas.

(b) Unauthorized parking shall be grounds for removal of the vehicles by the NCL Owner (as defined in the Declaration of Covenants, Restrictions and Easements for Grand Bay Resort) at the expense of the vehicle's owner and/or operator.

(c) Parking in Fire Lanes at any time is prohibited.

(d) Maximum measurements for vehicles parking in the garage areas are:

WIDTH-	76 inches wide
LENGTH-	17 feet long
HEIGHT-	6 feet 5 inches

2. Automobiles/Vehicles

(a) Except in the event of emergency, no vehicle maintenance or repairs shall be performed within The Properties (as defined in the Declaration of Covenants, Restrictions and Easements for Grand Bay Resort).

(b) No trucks commercial vehicles, campers, mobile homes, boats, house trailers, boat trailers, recreational vehicles, or trailers of any other description shall be permitted to be parked or stored any place in the parking areas or any portion of The Properties. This prohibition shall not apply to the temporary parking of commercial vehicles for pickup, delivery, emergency service or other commercial services.

(c) Excessive noise, slamming of doors, racing of engines, and the use of horns must be avoided within The Properties, including the garage.

(d) Except in emergency, **NO HORNS SHALL BE SOUNDED WITHIN THE PROPERTIES.**

(e) **VEHICLE SPEED SHALL NOT EXCEED TEN (10) MILES PER HOUR WITHIN THE PROPERTIES.**

(f) All vehicles parked on the premises must display a valid license plate.

(g) All vehicles parked on the property must be in an operable condition.

(h) Vehicles with expired license tags and/or in an inoperable condition, including flat tires, may be towed from the property at the Vehicle owner's expense.

(i) A vehicle's sound system may not be played in a loud manner while within The Properties.

(j) All vehicles must be registered with the office and a telephone number MUST be provided to the Manager for contact in case of emergency.

(k) If a vehicle is equipped with an alarm that continues to sound in excess of 30 minutes without correction, said vehicle shall be towed from the property at the vehicle owner's expense.

(l) Damage inflicted to the Property by any vehicle shall be the responsibility of the vehicle owner.

(m) The owner of any vehicle leaking oil or any other automotive fluids onto the driveways, roadways, garage, Shared Facilities or any portions of The Properties shall be responsible for any expenditure required to restore same to a clean condition.

(n) **UNDER NO CIRCUMSTANCES SHALL THE NCL OWNER BE HELD RESPONSIBLE FOR DAMAGE TO OR THEFT OF ANY VEHICLE WHICH IS PARKED IN THE PARKING GARAGE.**

(o) No washing of vehicles is permitted within The Properties

III. **The Building**

1. **Elevators**

(a) Absolutely NO SMOKING is permitted on any elevator in the building.

(b) Damage to elevators by moving in or moving out or carrying any articles therein shall be the responsibility of the applicable Hotel guest, Owner or other occupant.

(c) At no time shall any person use the emergency telephones for personal use.

(d) All pet transport must be via the north passenger elevator, either entering from the garage level or the spa entrance. Pets are not to be transported through any other elevators, nor through the lobby.

2. Exterior of the Building

(a) Except to the extent permitted by the Declaration or applicable law, no radio or television aerial or antenna shall be attached to or hung from the exterior of the Building or roof thereon. Except to the extent permitted by the Declaration or applicable law, **NO CABLE RECEPTION DISHES OF ANY TYPE ARE PERMITTED AT ANY LOCATION IN OR ON THE BUILDING AT ANY TIME OTHER THAN THOSE, IF ANY, INSTALLED BY THE NCL OWNER.**

(b) The balconies adjacent to the Units may not be altered either in color or in structure. No fans or furniture other than that provided by the NCL Owner is permitted on balconies. No holiday lights or other decorations are permitted on balconies.

(c) Hotel guests, Owners, Residents or their families, guests or employees are not permitted on the roof at any time. The only exceptions are NCL Owner employees on assigned duty.

3. Interior of the Building

(a) Smoking shall only be permitted in those portions of the Building designated as "smoking areas" by the NCL Owner. Smoking shall not be permitted in any other portions of the Building, including, lobbies, hallways, spa and retail shops.

(b) It is prohibited to hang, nail, paste, attach, or glue any item to the walls, doors, or windows.

(c) The maintenance of the interior finish of the Unit door is the responsibility of the Owner. The exterior finish of the Unit door is the responsibility of the NCL Owner.

(d) It is prohibited to place any mat, rug, plant, sculpture, furniture or any other type of obstruction in the hallways of the building.

(e) It is prohibited to change the style of lock or lock plate to your unit door or in any way alter the general overall design of the unit's front door and hardware. No additional locks may be affixed to the Unit's front door.

(f) Any damage to the hall walls, chair rails, ceilings, carpeting or other portions of the Building (outside of the Owner's Unit) shall be the responsibility of the Owner, whether caused by the Owner, his guests, agents or invitees.

(g) No solicitation or solicitors are permitted in the Building at any time. All occupants are encouraged to report solicitors to the office and or the Loss Prevention Officers.

4. Workmen/Installations/Deliveries

(a) Any company, workman, tradesman, installer, or person performing repairs, alterations or installations within The Properties, other than those contracted by, through or under the NCL Owner, must provide proof of proper licensure and liability insurance in the amount of \$1,000,000.00 (one million dollars) and Workers Compensation Insurance. The company or person must provide a certificate of insurance to the NCL Owner listing the Agent's phone number, and indicating that the NCL Owner is listed as an additional insured. The certificate shall also state that all sub-contractors hired by any contractor are covered by the company's Workers' Compensation coverage. This may be accomplished by hand delivery 24 hours prior to the work starting. LACK OF THE ABOVE DOCUMENTATION SHALL DELAY THE START OF A JOB.

(b) Notice of any intended work, deliveries, repair, or installations must be given to the management office not less than 24 hours prior to the date of the intended work or delivery.

(c) All service personnel are required to report to the _____ office upon arrival to obtain proper identification and said identification must be displayed at all times when on The Properties.

(d) After hours or weekend emergencies must be noticed to the Hotel or Condominium Concierge prior to the serviceman's arrival on the Property.

5. Lobby Regulations

(a) No bicycles, tricycles, skateboards, roller blades, roller skates, worker's materials, delivery carts, equipment, supplies, construction materials or equipment, machinery, or any type of wheeled vehicle are permitted to access the building through the main lobby. All entry or exit for these items is to be accomplished from the parking levels and/or delivery entrances.

(b) The Concierge telephone is to be used solely for official business and personal calls are not permitted from this phone.

(c) No service personnel shall be permitted to loiter in the lobby. All service personnel must enter either through the loading dock or the service entrance.

(d) No bare feet are permitted in the lobby, lobby hall, or any other public areas, with the exception of the pool and beach areas.

(e) **PROPER ATTIRE IS REQUIRED IN THE LOBBY AT ALL TIMES.**

(f) No wet clothing or attire is permitted in the Lobby at any time.

(g) **CHILDREN ARE NOT PERMITTED TO PLAY IN THE LOBBY AT ANY TIME.**

(h) No animals or pets of any kind are allowed in the lobby.

(i) No grocery or other deliveries are permitted through the lobby. Deliveries should be brought to the loading dock or service entrance to be transported to the management office by resort personnel.

6. Keys

(a) NO HOTEL GUEST, MEMBER OR RESIDENT SHALL CHANGE THE LOCKS OR INSTALL ADDITIONAL LOCKS ON ANY DOORS.

(b) The NCL Owner shall be entitled to access to all units as permitted by the Declaration.

(c) THE NCL OWNER SHALL BE PERMITTED TO ESTABLISH SUCH ACCESS CONTROL PROCEDURES IN ITS DISCRETION. EACH OWNER AGREES TO COMPLY WITH ALL SUCH PROCEDURES.

7. Obstructions

(a) There shall be no obstruction or cluttering of any kind on The Properties, including , but not limited to, sidewalks, driveways, automobile parking spaces, lawns, entrance and exit ways, stairways, stairwells, hallways, patios, courts, pool deck, vestibules, or other Shared Facilities.

(b) No mats of any kind may be placed in the hallways.

(c) No bicycles shall be left unattended in the entrances, walkways or lobbies. Bicycles shall only be stored in designated bicycle storage areas in the garage or other areas designated by the NCL Owner.

IV. **Enforcement**

1. Every Hotel guest, Owner and other occupant shall comply with these Rules and Regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of Incorporation, as amended from time to time. Failure of a Hotel guest, Owner or other occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. In addition to all other remedies, in the sole discretion of the NCL Owner, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees, lessees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, Articles of Incorporation or By-Laws, provided the following procedures are adhered to:

- (a) **Notice:** The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include: (i) a statement of the date, time and place of the hearing; (ii) a statement of the provisions of the declaration, bylaws, or rules which have allegedly been violated; and (iii) a short and plain statement of the matters asserted by the NCL Owner.
- (b) **Hearing:** The non-compliance shall be presented to a committee designated by the NCL Owner, who shall hear reasons why penalties should not be imposed. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the committee. A written decision of the committee shall be submitted to the Owner by not later than twenty-one (21) days after the meeting.
- (c) **Fines:** The NCL Owner may impose fines against the applicable Unit up to the maximum amount permitted by law from time to time.
- (d) **Violations:** Each separate incident which is grounds for a fine shall be the basis of one separate fine. In the case of continuing violations, each continuation of same after a notice thereof is given shall be deemed a separate incident.
- (e) **Payment of Fines:** Fines shall be paid not later than thirty (30) days after notice of the imposition thereof.
- (f) **Application of Fines:** All monies received from fines shall be allocated as directed by the NCL Owner.
- (g) **Non-exclusive Remedy:** These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the NCL Owner may be otherwise legally entitled; however, any penalty paid by the offending Hotel guest, Owner or other occupant shall be deducted from or offset against any damages which the NCL Owner may otherwise be entitled to recover by law from such Hotel guest, Owner or other occupant.

V. **Applicability**

1. These rules and regulations shall be cumulative with the covenants, conditions and restrictions set forth in the Declaration of Condominium and the Declaration of Covenants, Restrictions and easement for Grand Bay Resort, provided that the provisions of same shall control over these rules and regulations in the event of a conflict or a doubt as to whether a specific practice or activity is or is not permitted. Anything to the contrary notwithstanding, these rules and regulations shall not apply to the Developer, the NCL Owner, nor its or their agents or employees and contractors, nor to the Units owned by the Developer or the NCL Owner. All of these rules and regulations shall apply to all other Hotel guests, Owners and occupants even if not specifically so stated in portions hereof. The NCL Owner shall be permitted (but not required) to grant relief to one or more Unit Owners from specific rules and regulations upon written request therefor and good cause shown in the sole opinion of the NCL Owner.