

RULES AND REGULATIONS

OF

LINKS GOLF VILLAS CONDOMINIUM OWNERS ASSOCIATION, INC.

Section 1. **Condominium Documents.** These rules and regulations shall be supplementary and in addition to the provisions of the Declaration of Condominium for the Links Golf Villas, a Condominium (the “Declaration”) and the Articles of Incorporation and Bylaws of the Links Golf Villas Condominium Owners Association, Inc. Capitalized terms used but not defined in these Rules and Regulations shall have the respective meanings given such terms in the Declaration. The Board may alter, delete or change these Rules and Regulations at any time upon a majority vote thereof.

Section 2. (a) **Residential Use:** Except as provided in Section 3.01 of the Declaration, no part of the Condominium Property shall be used for other than private residential use and the related common purposes for which Condominium Property was designed. All use of the condominium Property and any Condominium Unit therein shall conform to applicable zoning ordinances and all other laws and regulations of the State of Alabama, and any county and municipal authorities having jurisdiction over the condominium Property.

(b) **Common Elements:** The Common Elements and Limited Common Elements shall be used only for access, ingress to and from the respective Condominium Units by the persons residing therein and their respective family members, guests, invitees, household help and other authorized visitors, and for other purposes incidental to the designated use of the respective Common Elements and Limited Common Elements. 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. The sidewalks, driveways and parking areas must not be obstructed or encumbered or used for any other purpose other than access, ingress and for parking. Bicycles, tricycles and skateboards shall not be used on the Common Elements and Limited Common Elements except for egress, ingress and storage. The Association, the Board and their authorized employees, agents and representatives shall have access to any Condominium Unit as may be necessary for the repair, maintenance, replacement, alteration, care or protection of the Common Elements, Limited Common Element, the Condominium Units or any portion thereof. Any alteration, repair of the Common Elements and Limited Common Elements is the responsibility of the Association except for those matters which are stated in the Declaration to be the responsibility of the Owner. No part of the Common Elements or Limited Common Elements shall be used for commercial activities of any character, including solicitation of business.

(c) **Grilling Prohibited Except Electric Grills.** The Association's insurance policies do not permit the use of outdoor grills on any part of the Condominium Property. Therefore, the use of outdoor grills on any part of the Condominium Property, including without limitation balconies, patios and yard areas, is prohibited. Electric grills are permitted.

Section 3. **Nuisances:** No unlawful, immoral, noxious or offensive activities shall be carried on in any Condominium Unit, the Common Elements, the Limited Common Elements or elsewhere on the Condominium Property, nor shall anything be done therein or thereon which shall constitute nuisance or which shall in the judgment of the Board cause unreasonable noise or disturbance to others. All radios, televisions, phonographs, musical instruments or other items which cause noise shall be played at a level that does not annoy or interfere with other residents' enjoyment of the property.

Section 4. **Maintenance and Repair:** Each Owner shall maintain his or her Condominium Unit and any appurtenant Limited Common Elements associated with his or her Condominium Unit in good condition and in good order and repair and shall not do or allow anything to be done therein which may increase the rate of cause the cancellation of insurance of any Condominium Unit, the Common Elements or Limited Common Elements.

Section 5. **Trash Disposal:** Trash, garbage and other waste shall be disposed of only in the designated areas and in containers and bags authorized by the Association. All refuse shall be disposed of in a clean and sanitary manner in sealed, waterproof bags, so as to avoid leakage in route to the refuse receptacles. Large items like cartons, beds, etc. are to be left on the Boulevard Street on Tuesday evening for pick up every Wednesday.

The owner and lessee is responsible for posting the associations policy regarding trash disposal in the owner condo in a visible location. Furthermore, the owner and lessee is responsible for attaching a copy of the trash disposal policy to each respective rental agreement. Beginning January 1, 2016 the association will impose a fine of \$50 to owner statements who do not post and provide notice of the association's trash policy in the owner condo and lessee rental agreement. **Effective January 1, 2023 all owners who rent their condos must pay an annual assessment of \$350 to offset the increase in trash disposal. Amended 8/18/2022.**

Section 6. **Storage:** Articles of personal property belonging to any Owner, such as baby carriages, bicycles, wagons, toys, furniture, firewood, clothing and other articles, shall not be stored or kept in the Common Elements or on any visible Limited Common Elements. All storage will be confined to the Condominium Unit. Hanging baskets, wind chimes and any other such items shall not be hung on the ceiling, railing or walls of the balconies of the Units and no ornament, planter or statue will be allowed outside the entrance door of the Unit. No clothing, rugs, sheets, blankets or other laundry articles shall be hung or exposed from the balconies or windows or hung in the Common Elements or Limited Common Elements.

Section 7. **Pets:** The maintenance, keeping, breeding, boarding and/or raising animals, livestock or poultry of any kind, regardless of number, shall be and is hereby prohibited within any Condominium Units, or upon any Common Element or Limited Common Elements, except that this shall not prohibit long term renters (60 days or more) from keeping a well-behaved, orderly dog, cat and/or caged bird or other domestic pet, provided it is not kept or maintained for commercial purposes or for breeding. The Association also requires that pets may not exceed 25 lbs. in weight. Owners may allow family and close friends to bring a pet given that other rules regarding pets are followed.

- 7.1 Pets shall not be allowed on any part of the Common Elements or Limited Condominium Elements unattended for any period of time.
- 7.2 Pets shall not be permitted upon the Common Elements of the Condominium Property unless they are carried or on a leash and shall not be allowed on any of the Common Elements inside the building except for purposes of ingress and egress as discussed herein. Pets should be taken to the adjoining designated grass areas, out of the way of sidewalks and pedestrian traffic to attend to their natural needs.
- 7.3 Pet owners are responsible for cleaning where pets foul the Common Elements or Limited Common Elements. Such fouling shall not be permitted to accumulate but shall be cleaned up immediately.
- 7.4 Any resident who has a pet on any portion of the Condominium property shall indemnify and hold the Association and each of its members, their tenants, guests and employees, free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Condominium Property.
- 7.5 Pets shall be registered with the Association and inoculated as required by local law. The Board shall have the right to order any person whose pet is a nuisance to remove such pet permanently from the premises upon three (3) days prior written notice

Section 8. **Parking and Driving**

- 8.1 The Association reserves the right to impose a maximum speed limit on the Condominium Property. All traffic regulations must be observed by each Owner, Occupant or Permittee of any owner.
- 8.2 No vehicles shall be parked on the Common Elements or Limited Common Elements except in an authorized and designated parking space. Access to the parking areas shall not be made available to anyone except Owners, family members or tenants.
- 8.3 No boats, campers, trailers, or oversized vehicles may be parked on the Common Elements or Limited Common Elements. No vehicle may be parked on the road providing ingress and egress on the Condominium Property or Limited Common Elements except in those spaces which have been designated as parking areas. Any illegally parked vehicle will be towed away at the Owners expense and the Owner shall be subject to a fine. No motorized vehicle shall be operated on any walkway or other area except upon the driveways and parking area designated for vehicular use.

8.4 No vehicle which cannot operate on its own power shall remain on the Common Elements or Limited Common Elements for more than twenty-four hours without the express permission of the Board and no vehicle repair other than washing and waxing or the changing of a flat tire shall be made on the Condominium Property. A violation of this rule will result in a vehicle being towed at the expenses of the Owner and/or the imposition of a fine.

Section 9. **Common Elements and Limited Common**

Only authorized maintenance personnel are allowed to adjust water valves, sprinklers light timers, or any other Common Element equipment.

9.1 Any damage to the building or equipment, other Common Elements or Limited Common Elements or adjacent property caused by an Owner, his family members, guests, tenants, invitees or pets shall be repaired by the Association and shall be assessed against the Owner as a special assessment.

9.2 No item of common ownership shall be removed or damaged by any resident or guest, tenant or invitee violating this rule shall be sanctioned, fined or subject to criminal prosecution by the Association. The owner of the Unit in which said resident resides or guest visits shall be held responsible for the cost of any item so removed or damaged.

Section 10. **Association Management:**

10.1 Complaints or suggestions regarding the management of the Condominium or regarding the actions of the owners or residents shall be made in writing to the Board

10.2 No owner shall request or cause an employee of the Association, or of any management company employed by the Association, to do any private work in the Unit except as authorized in writing by the Association.

Section 11. **Structures:** No structures or appurtenances such as a doghouse, tent, shack, tree house, trailer, fence, aerial antenna or playground equipment shall be placed or erected on any part of the Condominium Property. Outdoor clothes lines shall not be maintained upon any Common Elements or Limited Common Elements at any time.

Section 12. **Window Treatments:** Draperies, shades or mini blinds used to cover windows in the Units shall be lined in white or neutral shades.

Section 13. **Access:** The Board or its designated agent may request access to individual Condominium Units for use in emergency situations and the Owners must provide this access upon reasonable request.

Section 14. Rules and Regulations: These Rules and Regulations may be supplemented, amended, revised, restated or otherwise modified by the Board from time to time. There shall be no violation of any of these Rules and Regulations or of the terms and provisions of the Condominium Documents, or other supplemental Rules which may from time to time be adopted by the Board and promulgated among the members in writing. Any consent or approval given under these Rules and Regulations may be added to, amended, or repealed at any time by resolution of the Board. Each Owner shall inform the Occupants (including without limitation any tenants) of his Condominium Unit and the guests of the Owner and such Occupants of these rules and regulations.

Section 15. Enforcement of Rules and Regulations: The Association is responsible for the notification of residents and/or Owners regarding violation of these Rules. A minimum fine of \$200 (Amended 12/17/2022) (or such amount as the Board may establish from time to time) will be assessed against any Resident or Owner who violates or allows to be violated by his family members, guests, tenants, invitees or pets any Rule or Regulation. Also, fines may be assessed to cover costs of repairs and damages resulting from any violation. All charges and fines imposed by the Association shall constitute Assessments and shall be due and payable on the first day of each month unless otherwise specified. Failure to pay the fine by the 15th of each month will result in a \$50.00 late penalty per month (or such amount as the Board may establish from time to time). Payment shall be made at the Managing Agent's office by check or money order, payable to the Links Golf Villas Condominium Owners Association, Inc. Failure to pay any Assessment) including without limitation any fines imposed hereunder) shall constitute a lien against the Condominium Unit of the Owner in accordance with Section 5.05 of the Declaration.

Section 16. Monthly Condominium Assessments: All monthly Assessments are due and payable on the first day of each month unless otherwise specified. Payment should be made directly to the address provided the Association's Accounting firm. Failure to pay by the 15th of each month will result in a \$50.00 late penalty per month that the assessment is late (or such other amount as the Board may establish from time to time). After assessments are sixty days late, the matter may be turned over to the Association's attorney who shall institute collection procedures against the Owner. The delinquent Owner shall be responsible for the payment of any attorney's fees and costs arising from the legal action.

Section 17. Moving: When moving furniture, boxes and large parcels (which are not related to moving in or out of the Condominium), the resident must schedule the delivery or removal with maintenance personnel. The cost of repairing any damage to the building and any other Condominium Property by the delivery or removal will be assessed against the Owner of the Condominium Unit in which the resident lives as a special assessment.

Section 18. Construction or Improvement to Units: In addition to any approvals required under the Declaration, prior to the commencement of any construction in any Condominium Unit or improvement to any Condominium Units which costs exceeds \$500.00 (or such other amount as the Board may establish from time to time), the Owner must obtain the written approval of the Board. Prior written approval will only be given after submission of drawings or plans showing in detail the nature and extent of construction or improvement. All applications for approval of any construction shall be deemed made under Section 3.03 of the Declaration and all approvals shall be given subject to the qualification set out in Section 3.03(e) of the Declaration. Before beginning any proposed alterations that cost \$5,000 or more (or such other amount as the Board may establish from time to time), an Owner shall first post a refundable deposit in the amount of \$1,000 with the Association and for alterations that cost between \$500 and \$4,999 the Owner shall post a refundable deposit in the amount of \$500.00 with the Association (or such amounts as the Board may establish from time to time.) A walk through will be conducted of the Common Elements in the general area of the construction prior to the commencement to determine the preexisting condition of the area.

During construction, such contractors, workmen, supplies and employees are not permitted on any other part of the Condominium Property and will be ejected if they are observed on any other portion of the Property. The Owner shall be totally responsible for the contractors, workmen, suppliers and employees while they are on the Condominium Property and the cost to repair any damage or loss to the Condominium Property caused by the contractor, workmen, suppliers and employees, will be assessed as a special assessment against the Owner. The Common Elements of the Condominium must be cleaned each day after construction activities at the Owners expense. Unless otherwise approved by the Board, construction activities are limited to Monday through Friday, 8:00 a.m. to 5:00 p.m. and such activities may not interfere with the quiet enjoyment of the other Owners. No portion of the Common Elements or Limited Common Elements may be altered in any way by any Owner.

After the construction or improvements are completed, the Owner must notify the Manager and a walk through of the general area of the construction will be performed by an appointed agent of the Association before any portion of the deposit will be returned. The cost to repair any damage caused by the construction will be deducted from the \$500.00 (or such other amounts as the Board has established.) If the cost to repair any damage caused by the construction exceeds the deposit, a special assessment will be made against the Owner.

Section 19. Lease Agreements: An owner may lease his Condominium Unit only pursuant to a standard lease agreement provided and approved by the Association entered into between such owner and his tenant. All leases executed or renewed after the date of adoption of this rule shall be in the form and manner approved by the Association and shall not be for a term of less than three (3) days. **Effective January 1, 2023 any condominium rented within the Links Golf Villas must be for a minimum of seven (7) nights with a maximum occupancy of eight (8) people. Amended 8/18/2022**

19.1 Short term rental (less than 60 days) are not allowed to have pets on the premises at any time with no exceptions. Owners who rent their condominiums through a rental agency or real estate firm must provide those firms a copy of these “Pet Rules and Regulations” and so instruct said rental firms to furnish a copy of the pet rules. Owners who rent their condo units are likewise required to furnish any renter a copy of said Pet Rules And Regulations. Owners who allow violation of this rule are subject to fines as may be imposed by the Board of Directors.

Section 20. **Tenants:** The Board shall have the authority to contact any tenants of a Condominium Unit and counsel or discuss any relevant issue concerning the Condominium Documents, Rules and Regulations or any violation thereof.

Section 21. **Admission of Guests on Condominium Property:**

21.1 No garage sales may be held on the property.

21.2 Each Owner is responsible for every person such Owner admits into the Condominium Property and such entry shall not be permitted except to invited or expected family members, guests, and invitees. Any damage caused by the invited person or guest will be assessed against the Owner and the Owner will be responsible for paying any fine assessed by reason of the invited guests or family member of the Owner.

21.3 Any owner who has his or her Condominium Unit for sale is responsible for any person on the Condominium Property viewing such Unit and is responsible for providing ingress and egress to such prospective purchaser or sales agent.

21.4 Any entry onto the Property by guests or invitees shall be made without revealing to anyone access codes or making available entry keys.