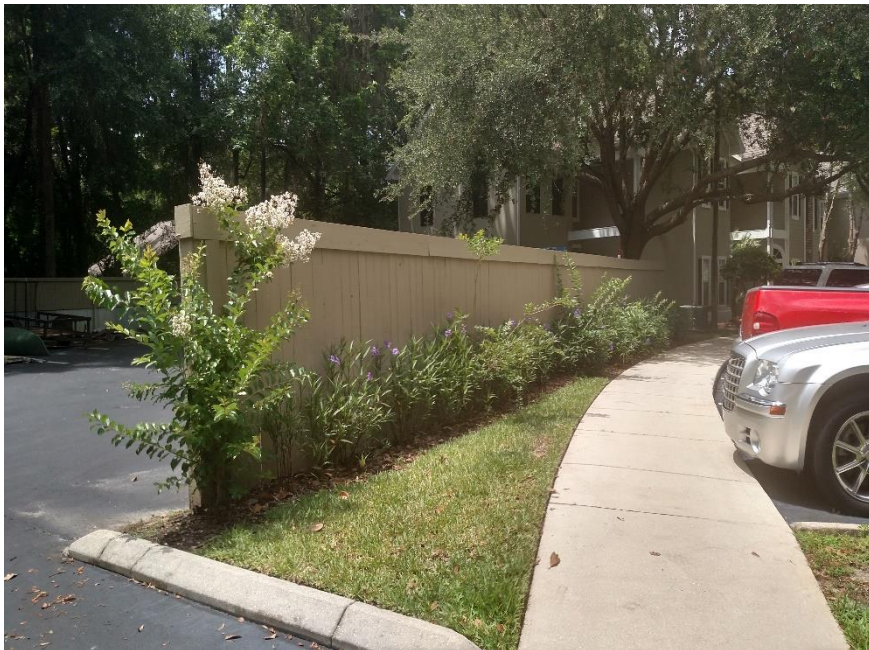


LINKS AT HAILE PLANTATION



CONDOMINIUM RULES & REGULATIONS

LINKS AT HAILE PLANTATION – RULES & REGULATIONS
AMENDED MAY 23, 2016

As Amended May 23, 2016
THE LINKS AT HAILE PLANTATION CONDOMINIUMS
EXHIBIT "D" As Amended May 23, 2016
CONDOMINIUM RULES AND REGULATIONS

Each Owner shall be governed by and shall comply with the terms of the Condominium Documents and these Condominium Rules and Regulations adopted pursuant to those documents. All terms used in these Condominium Rules and Regulations shall have the same meaning as the identical terms used in the Declaration of Condominium for The Links Condominiums. Failure of an owner to comply with the provisions of the Condominium Documents and these Condominium Rules and Regulations shall entitle the Association or other Owners to pursue any and all legal and equitable remedies for the enforcement of such provisions, including but not limited to an action for damages; an action for injunctive relief or an action for declaratory judgment.

1. Common Elements and Limited Common Elements. The Common Elements and Limited Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Owners, their guests and lessees.

2. Nuisances. No nuisance shall be allowed upon the Condominium Property or within a Unit, nor any use or practice that is the source of annoyance to Owners or which interferes with the peaceful possession and proper use of the Condominium Property by the Owners. All parts of the Condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate nor any fire hazard allowed to exist. No Owner shall permit any use of a Unit or make or permit any use of the Common Elements that will increase the cost of insurance upon the condominium Property.

3. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or a Unit, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed.

4. Leasing of Units. All the terms and provisions of the Condominium Documents and these Condominium Rules and Regulations pertaining to use and occupancy shall be applicable and enforceable against any person occupying a Unit as a tenant to the same extent as against an Owner. Any lease or rental agreement, whether oral or written and

whether specifically expressed in such agreement or not, shall be deemed

to contain a covenant upon the part of each such Owner and tenant designating the Association as the Owner's agent for the purpose of and with the authority to terminate any such lease or rental agreement in the event of violations by the tenant of the terms and provisions of the Condominium Documents or Condominium Rules and Regulations. The right of an Owner to lease or rent his Unit shall be restricted to 180 days in the initial term as described in the Declaration.

5. Signs. No "For Sale" or "For Rent" signs or other displays or advertising shall be maintained on any part of the Common Elements, Limited Common Elements, or Units. Notwithstanding the above, one (1) "For Sale" or "For Rent" sign will be permitted on the interior side of a window in a Unit so long as said sign is not larger than two (2) square feet.

6. Prohibited Vehicles. There are 76 enclosed single garages and 366 parking spaces located on the condominium property. No boats, campers, commercial vehicles, utility trailers, motor homes, recreational vehicles or special purpose vehicles shall be parked on the condominium property, except within an enclosed garage or in the designated RV/Boat area. Any vehicle with visible advertising on the vehicle may be deemed a commercial vehicle, in the sole discretion of the Board. However, trucks with one (1) ton capacity or less without lettering and sport utility vehicles will not be deemed to be commercial vehicles. No non-operating or non-functioning vehicle of any kind shall be permitted to be parked on the Condominium Property outside of an enclosed garage. There shall be no repair, except emergency repair, performed on any permitted motor vehicle on the Condominium Property. It is acknowledged and agreed by all unit owners that a violation of any of the provisions of this paragraph shall impose irreparable harm to the other owners in this condominium and that levying of fines by the Association for violations is appropriate.

7. Exterior Appearance. (a) No Owner shall decorate or alter any part of a Unit so as to affect the appearance of the Unit from the exterior. Decorations or alterations not allowed to affect the appearance of the Unit from the exterior shall include, but not be limited to, painting or illumination of the exterior of a Unit, reflective film and lights.

(b) Blinds shall be used in all windows and shall be visible from the exterior and the side facing the exterior shall be white. If draperies,

window shades or other window treatments are used, they must be inside the blinds and not visible from the exterior.

(c) White vertical blinds or white backed curtains/drapes must be used to cover the sliding glass door and window area adjacent to the patio.

(d) Plants and furniture are permitted on patios, porches and entry areas as long as they are properly maintained and do not create an obstruction.

(e) Screen doors or Storm doors must be approved individually by the ARC.

(f) Window and Patio Screen replacement shall be with 20 x 20 mesh and the color shall be charcoal.

(g) Uniform Storm Doors.

1. Approved storm door frames shall all be Bronze or Black in color
2. The glass in the storm door shall either be all clear glass or etched glass as shown in the approved pictures
3. The storm doors shall either be all solid one piece glass or double pane/divided lite (upper and lower) as shown in the approved pictures. Additional information is available with management co.

Any or all other storm door colors or styles shall require Links Condominium Association ARB approval prior to installation.

(h) Entry Doors. Entry doors are to be maintained by the owner to the standards as established by the Board of Directors based on esthetics for the entire property. Replacement doors are to be exact in color/design as existing door and must **contain the brushed nickel kick plate**. Fiberglass construction is recommended. Doors may be painted with replacement paint the same color as the existing doors. When hardware is to be changed out it shall be with brushed nickel hardware.

(i) The Association shall have the sole discretion, which may be based on aesthetic principles only, to determine compliance with this provision.

(j) First Floor Screened Patios. It is the owner's responsibility to maintain and keep the patio screens repaired and cleaned at all times. When replacing the screen material, the Board has approved the use of 20x20 mesh screen material in the color of Charcoal.

8. Antennas. No antennas of any type designed to serve a Unit shall be allowed on the Common Elements or Limited Common Elements, except as may be provided by the Association to serve as a master antenna for **the benefit and use of the Condominium or as required by 47 C.F.R SS1.4000 or other applicable state of federal rule or law.** No electrical or other equipment may be operated on the Condominium Property which interferes with television signal reception.

9. Noise. Should noise transmission create a disturbance or a nuisance, the responsibility is with the Owner and not the Association to abate the noise transmission. In order to insure the comfort of all Owners and authorized users, radio, stereo and television sets, and any and all other such audio equipment generating noise should be turned down to a minimum volume so as not to disturb other persons. All unnecessary noises should be avoided.

10. Obstructions. Sidewalks, entrances, driveways, passages, patios, courts, stairways, corridors, halls and/or all other areas intended for common use must be kept open and shall not be obstructed in any manner. Rugs or mats, except those either permitted or placed by the Association, must not be placed outside of doors in corridors. No sign, notice or advertisement shall be inscribed or exposed on or at any window of a Unit or any part of the Condominium Property, except such as shall have been approved in writing by the Association or is permitted by the Condominium Documents; nor shall anything be projected out of any window on the Condominium Property. All personal property, including bikes and wagons of Owners shall be stored within the Unit or locked at one of the bike racks located throughout the complex.

11. Children. Children are to play only in areas either designated or clearly intended for play, and they are not to play in public areas, or other common areas which would cause an obstruction. Reasonable supervision by parents or guardians must be exercised at all times when children are playing on the Condominium Property.

12. Entry for Emergencies. In case of emergency originating in or threatening any Unit, regardless of whether or not the Owner is present at the time of such emergency, the Board of the Association, the Management Company or any other person authorized by them, shall have the right to enter such Unit for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate, and to facilitate entry in the event of any emergency, the Association or its designee shall be allowed to retain a key for each Unit. A copy of the

current key allowing entry to the unit MUST be provided by the Owner to the Association.

13. Plumbing. Plumbing shall not be used for any other purpose than those for which it was constructed, and no sweepings, rubbish, rags or other foreign substances shall be deposited into plumbing. The cost of any damage resulting from misuse shall be borne by the Owner.

14. Solicitation. There shall be no solicitation by any person anywhere on the Condominium Property for any cause, charity or purpose whatsoever, unless specifically authorized in writing by the Board or the Management Company, except for solicitation by the Developer or an entity affiliated with the Developer in marketing the sale or rental of Units.

15. Parking. No vehicle belonging to any Owner or to a member of the family of an Owner or guest, tenant or employee of any owner shall be parked in any unauthorized area. No parking space shall be used by any other person other than an occupant of the Condominium who is an actual resident or by a guest or visitor and by such guest or visitor only when such guest or visitor is, in fact, visiting and upon the premises. Authorized areas are defined as lined parking spaces. Parking in front of garages is not permitted. Any vehicle that is found parked in an unauthorized area will be provided one (1) warning and if this activity continues the vehicle will be towed at the owner's expense (Tow charge starts at \$125.00).

16. Storage of Dangerous Items. No inflammable, combustible, or explosive fluid, chemical or substance, shall be kept in any Unit, Common Element or Limited Common Element except as are required for normal household use. Only electric grills are allowed.

FFPC(2005): NFPA 1: 10.11.7 For other than one- and two-family dwellings, no hibachi, gas-fired grills, charcoal grills or other similar devices used for cooking, heating, or any other purpose, shall be used or kindled on any balcony or under any overhanging portion or within 10 ft (3 m) of any structure. Listed electric ranges, grills, or similar electrical apparatus shall be permitted.

17. Employees/Agents Control and Entry of Units. Employees and/or agents of the Association or Management Company, and employees and/or agents of the Developer's or affiliated entity's on-going sales or rental program, shall not be sent off the condominium Property by any Owner or authorized user at any time for any purpose. No Owner or

authorized user shall direct, supervise or in any manner attempt to assert any control over the employees of the Management Company or the Association. Violations of these Rules and Regulations, or other matters of concern, should be brought to the attention of the Management Company for proper resolution. Employees or agents of the Management Company shall be permitted, during reasonable hours, to enter units for maintenance and repairs.

18. Pets. Two household pets not exceeding forty (40) pounds each or one household pet not exceeding eighty (80) pounds which shall mean cats or dogs unless otherwise approved by the Board shall be allowed to be kept in the Unit. Notwithstanding the above, the Board may require, in the Board's discretion that certain pet owners obtain additional insurance coverage naming the Association as an additional insured.

All pets **must be** kept on a leash at all times while outside the Unit. This is the "law" as well as a Links Regulation. This will be strictly enforced. Each Owner shall be responsible for removing any waste deposited. If owners or owner's tenant are observed not picking up after their dog there will be no warning but a fine will be assessed at the first report of this type of incident. Pets shall not create a nuisance. Notwithstanding any provision to the contrary contained herein, certified guide dogs, service animals and signal dogs (as defined herein below)(hereinafter collectively referred to as "specially trained animals") shall be permitted at the Condominium subject to the following restrictions:

Sec.72.12. – Physical control of dogs off owner's property.

(a) An owner shall have physical control of a dog at all times when off the owner's property, unless the property owner or designee or lessee consents to the removal of the physical control. Off the owner's property means on any public or private property including but not limited to streets, sidewalks, schools, parks, or private property of others. For property owned or controlled by a government entity, it is presumed that consent is not given unless posted.

(b) Dogs which are exempt from this section include:

(1) A police dog, fire dog, or SAR dog, as defined in F.S. § 843.19, when the dog is operating in its official capacity, as defined in said section;

(2) A dog that is a trained and certified animal service dog used to assist

persons with disabilities when it is performing those services; or

(3) A dog involved in organized training or exhibiting including obedience trials, conformation shows, field trials, hunting trials, and

herding trials; or

(4) A dog involved in any legal hunt in an authorized area, and when the

owner possesses a valid hunting license.

Ord. No. 99-20, § 1, 11-23-99)

Sec. 72.13. – Removal of dog excreta. The owner of a dog shall remove any excreta deposited by the dog on any property other than the owner's, including but not limited to public property, streets, sidewalks, schools, parks, and private property. The owner of a dog shall carry adequate waste removal devices or disposal bags while off of the owner's property, unless the waste removal devices are provided. (Ord. No. 99-20, § 1, 11-23-99)

- i. Such specially trained animals shall not be kept, bred or used at the Condominium for any commercial purpose; and,
- ii. such specially trained animals shall be on a leash while on the Condominium Property.

Any pet as described above and any specially trained animal causing a nuisance or unreasonable disturbance to any other occupant of the Condominium shall be promptly and permanently removed from the Condominium upon notice given by the Board provided, however, that any such notice given with respect to a specially trained animal shall provide that before such animal must be removed, its owner shall have a reasonable time to acquire a replacement specially trained animal unless the Board determines that such animal poses an imminent serious threat of physical harm to other occupants at the Condominium. The Board may from time to time promulgate such rules and regulations regarding the continued keeping of such pets and specially trained animals as the circumstances may then require or the Board may deem advisable.

The term "guide dog" shall mean "any dog individually trained by a licensed guide dog trainer for guiding a blind person by means of a

harness attached to the dog and a rigid handle grasped by the person". The term "service animal" shall mean "any animal that is trained to provide those life activities limited by the disability of the person".

The term "signal dog" shall mean "any dog that is trained to alert a deaf person to intruders or sounds".

19. Flags. Any Owner may display one portable, removable United States flag in a respectful way and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4 ½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.

20. Flooring. Should Owner choose to install wood flooring, ceramic tile, marble or other hard surface flooring in a Unit, Owner will utilize methods of installation approved by Developer or the Association which minimize noise transmission and vibrations or other similar nuisances related to noise created from the hard surface flooring. The Board noted that the standard would need to be adjusted to a standard of an STC of 55 and IIC of 54 in an open web truss with 1 ½ inches of concrete and gypsum board system.

21. Dumpster Information. The dumpster located on the Links property is only for residents of the property. It is **not** to be used for construction debris of any kind. Large items such as furniture, old televisions, etc. are NOT to be placed in the dumpster or in the vicinity of the dumpster. Large items and Christmas trees have to be hauled away at an expense to the Association.

Compactor. The dumpster is also a compactor and will compress the garbage placed inside. To operate the compactor – simply pull down on the lever on the door, pull the door towards you, drop your bagged garbage into the compactor and then close the lid. The compactor automatically compacts itself on every 3rd visit from someone. No need to have to do anything else. Remember –cardboard boxes are to be broken down and can be placed in the dumpster/compactor.

Recycling. All recycled material is to be bagged and placed in the brown garbage bins with orange tops (NOT IN THE DUMPSTER). This is single stream recycling so no separation is required.

22. Grills. Pursuant to Alachua County Fire Department there is a code relative to Grills on Balconies. *FFPS (2005) NFPA 1:10.11.7 For other than one and two family dwellings, no hibachi, gas-fired grills, charcoals grills or other similar devised used for cooking, heating or any other purpose shall be used or kindled on any balcony or under any overhanging portion of within 10 ft (3m) of any structure. Listed electric ranges, grills or similar electrical apparatus shall be permitted.*

These type grills are not allowed at the Links and you can potentially be fined if you are in possession of one. Additionally, you will be reported to the Alachua County Fire Department when you disregard this covenant.

THE LINKS AT HAILE PLANTATION

FINES

As of April 15, 2009 the Board of Directors commenced a policy of issuing a written warning upon the first violation of the above listed Rules and Regulations. A subsequent violation will be subject to fines imposed at the Board's discretion as set forth below. Furthermore, the Board will not be fining tenants; as homeowners who rent their unit will be fined as it is the homeowner's responsibility to convey and enforce the Condominium Rules and Regulations on the tenant. All fined homeowners shall be afforded an opportunity to appeal the fine per the condominium documents.

- 1st Violation – A written warning
- 2nd or More Violations – A fine of \$50.00 per violation per day

The Board reserves the right to impose a fine without a warning if the violation is of a hazardous nature to other residents or the condominium property. The Board also reserves the right to issue more than one warning for minor infractions that may be deemed a rare lapse in judgment.

Fine and Appeal Process:

Pursuant to the Condominium Documents a Unit Owner and, if applicable, the occupant, license or invitee against whom a fine is sought to be levied shall be afforded an opportunity for hearing before a committee of not less than three other unit owners, none of whom shall be a director, after reasonable notice of not less than fourteen (14) days and said notice shall include:

- 1. A statement of the date, time and place of hearing;

- 2. A statement of the provisions of the Declaration, Association Bylaws or rules and Regulations which have allegedly been violated; and
- 3. A short and plain statement of the matters asserted by the Association.

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 consideration by the Association.

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Managed by:

KATHLEEN HOUCHINS CAM SPECIALIST LLC
10,000 SW 52nd Avenue – Links Clubhouse
Gainesville, Fl. 32608
Office: 352-283-0721 / khouchins53@gmail.com

If you have a maintenance issue please contact the management office. The telephone number and email address is listed above.

On-Site Maintenance: Stanley Carrier (352) 224-8365

CLUBHOUSE RESERVATION: Please contact Kathy Houchins to determine availability and to make your reservations. Reserving the Clubhouse is limited to Owners Only.

OWNERS: Please advise the Management Company if you rent your unit as to the responsible party handling the rental. It is extremely important that the Association have the name and contact information for all residents for emergency purposes.

TENANTS: It is your responsibility to respect and be aware of these Rules and Regulations as they pertain to the quality

of life maintained at the Links at Haile Plantation. Be aware that any disregard to these Rules and Regulations can potentially cause a fine to be levied against the home owner of the unit you are renting. If you have a maintenance issue in your unit please contact the party to whom you rented the unit from.

The Condominium Rules and Regulations are intended to protect all owner's investments as well as all owner's lifestyle. Please be conscious of how your actions affect your neighbors as well as the community as a whole