



10000 SW 52 Avenue
Gainesville, Florida 32608



THE LINKS AT HAILE PLANTATION

Rules and Regulations

Amended May 2023

THE LINKS AT HAILE PLANTATION CONDOMINIUMS
EXHIBIT "D"
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.

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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. The rental of a unit as an Airbnb or any other like entity is not permitted. Lease agreement and Tenant information must be submitted to the management office within 10 days of signing.

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 as long as said sign is not larger than two (2) square feet.

6. **Insurance.** All Owners must present a copy of the Declaration page of their insurance policy to the Management office.

7. **Prohibited Vehicles, Parking, Owner Registration, Notice and Towing.**

- a. Prohibited Vehicles. There are 76 enclosed single garages and 366 parking spaces located on 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.
- b. No non-operating or non-functioning vehicle of any kind shall be permitted to be parked on condominium property outside of an enclosed garage. This will include any vehicle without a current license plate. "Non-operating" or "non-functioning" shall include, without limitation, vehicles with flat tires and/or any other condition that prohibits the vehicle from being immediately operative on the public roads.

- c. There shall be no repair, except emergency repair performed on any permitted motor vehicle in the Condominium property.
- d. Vehicle Registration. A resident, whether an Owner, Tenant, or guest of a Resident (hereinafter, collectively "Resident") shall be required to register their vehicle with the Association as provided in this Section.
- e. All owners and renters are required to obtain a parking decal for their vehicle(s). The criteria below shall be provided by the Owner or Tenant in the event that the Association determines that a vehicle is in violation of the Rules and finds it necessary for a vehicle to be towed.
 - i. Criteria for unit Owners:
 1. Copy of current driver's license
 2. Current phone number and email address
 3. License plate number and state of issuance.
 4. Make, model and color of vehicle.
 - ii. Criteria for Tenants:
 1. Copy of current electric bill in Tenant's name
 2. Copy of driver's license
 3. Current phone numbers and email address
 4. License plate number and state of issuance
 5. Make, model and color of vehicle
 - iii. For vehicles which are registered with the Association as set forth in this Rule, approximately 48 hours before the Association deems it necessary for a vehicle to be towed, the Association shall: (a) call the Resident's phone number on file, if any, and provide notice of the Association's intention to tow the vehicle; (b) send an email to the email address on file, if any, and provide notice of the Association's intention to tow the vehicle; and (c) attach to the vehicle, in a conspicuous place, a notice of the Association's intention to tow the vehicle.
 - iv. Except for posting a notice as set forth above, the Association shall not be required to provide notice to any person concerning any vehicle which is not registered with the Association or for which vehicle a Resident provides incomplete or inaccurate information or fails to update the Resident's information on file with the Association.
 - v. If after receiving notice a Resident: fails, within the time frame provided in the notice to remediate the condition or

- location of the vehicle; fails to contact the Association to make satisfactory arrangements for the remediation of the condition or location of the vehicle; or fails to timely implement the arrangements concerning the remediation of the condition or location of the vehicle, the Association may, without further notice to any party, tow the vehicle.
- vi. Notwithstanding the foregoing, the Association may, without any notice, tow any vehicle which in the Association's sole discretion poses an imminent risk to the health, safety, or welfare of the Condominium, the Owners, Residents, Tenants, and guests thereof, or the property thereof, or which unreasonably impedes or blocks any means of ingress or egress on the designated roadways owned or required to be maintained by the Association.
 - vii. The Association shall provide to each new owner in the community information concerning this Section.
 - viii. The Association and all Owners expressly agree that any violation of this section shall constitute irreparable harm to the Association for purposes of seeking injunctive relief, and it is additionally expressly agreed that the Association may, in addition to and not to the exclusion of any other right or remedy it may have, impose fines for violations of this Section. The Association shall endeavor, in good faith, to substantially comply with the provision of this Section but shall not be held liable for any costs or damage incurred by any resident in connection to the towing of a vehicle for minor, formal, or technical violations of this Section.

8. 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, illumination of the exterior of a Unit, or reflective film and lights.
- b. Blind window treatments shall be used in all windows and must be visible from the exterior, and the side facing the exterior must be white.

- 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 Links Board.
- f. Window and Patio Screen replacement shall be with charcoal-colored 20 x 20 mesh.
- g. Uniform Storm Doors.
 - i. Approved storm door frames shall all be bronze or black in color.
 - ii. The glass in the storm door shall either be all clear glass or etched glass.
 - iii. The storm doors shall either be all solid one-piece glass or double pane. Additional information is available with the management company.
 - iv. Any or all other storm door colors or styles shall require Links Condominium Association 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 aesthetics for the entire property. Replacement doors are to be exact in color/design as the 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 door. 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 charcoal-colored 20 x 20 mesh screen material.

9. **Antennas.** No antennas of any type, including satellite, 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 CFR §1.4000 or other applicable state or federal rule or law. No electrical or other equipment may be operated on the Condominium Property which interferes with television signal reception.

10. **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 ensure 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 lowered to a minimum volume on or before 10:00 pm so as not to disturb other persons.

11. **Obstructions.** Sidewalks, entrances, driveways, patios, stairways, and/or all other areas intended for common use must be kept open and shall not be obstructed in any manner. 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 of Owners, shall be stored within the Unit or locked at one of the bike racks located throughout the complex.

12. **Pool Rules.**

- a. No Diving. The maximum pool depth is 6 feet.
- b. No food or beverages in the pool or on the wet deck. Commercially bottled water in plastic bottles is allowed on the pool wet deck for pool patron hydration. Glass containers are prohibited.
- c. No pets of any kind are allowed in the fenced pool area.
- d. Bathing Load: 20 persons.
- e. Pool hours: 6 a.m. to 10 p.m.
- f. Shower before entering the pool.
- g. Do not swallow the pool water.

13. **Entry for Emergencies.** In case of an 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.

14. **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.

15. **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.

16. **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 the 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.

17. **Storage of Dangerous Items.** No flammable, combustible, or explosive fluid, chemical, or substance shall be kept in any Unit, Common Element or Limited Common Element except those as required for normal household use.

18. **Employees/Agents Control and Entry of Units.** Employees and/or agents of the Association or Management Company 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 **with proper notice**. **EXCEPTION:** In case of emergency (i.e., water leak, etc.) entry will be made to remedy the problem. An attempt to contact the Owner will be made.

19. **Pets.** All dogs **must be kept on a leash at all times while outside the Unit** and shall have a tag identifying the owner of the animal (see section 72.12 (b)(2) of the Alachua County Ordinances for an exception for a dog that is a trained and certified animal service dog used to assist persons with disabilities). Cats are excluded from this ordinance.

Each Owner or occupant shall be responsible for removing any waste deposited by the owner's or occupant's animal (excluding cats). If an Owner or an occupant is observed not picking up after their animal, enforcement action including, but not limited to, a fine will be assessed at the first report of this type of incident.

Animals shall not create a nuisance. The Owner of any animal causing a nuisance or unreasonable disturbance to any other occupant of the Condominium shall be notified by the Board to remedy the situation.

20. **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. One small decorative flag (teams, seasons, etc.) will be allowed.

21. **Flooring.** Should the Owner choose to install wood flooring, ceramic tile, marble or other hard surface flooring in a Unit, the Owner will utilize methods of installation approved by 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. Upstairs units must notify the Association prior to installation.**

22. **Dumpster/Compactor Information.** The dumpster/compactor 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 left anywhere within this area. **Please note: cardboard boxes are to be broken down and MUST be placed into the dumpster/compactor.**

Recycling. All recycled material (glass, plastic, paper) is to be placed in the brown garbage bins with orange tops (not in the Dumpster/Compactor). This is single stream recycling so no separation is required.

23. **Grills.** Pursuant to the Alachua County Fire Department, there is a code relative to Grills on Balconies. *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.*

The grills listed above are not allowed at the Links and a person in possession of such grills may be assessed a fine. Additionally, the violator will be reported to the Alachua County Fire Department when this covenant is disregarded.

24. **A/C Annual Inspection.** Every year by June 1, the unit Owner shall be required to submit proof of air conditioner inspection to the Management Office.

25. **Hot Water Heater.** The Owner is responsible for keeping their hot water heater in good condition. The Association reserves the right to inspect hot water heaters periodically. Owners will be given notice of the inspection.

Hot Water Heater Policy – All unit Owners will replace the hot water heater servicing their unit every 7 years. This mandate has been established to reduce future damage that can be caused to units by hot water heater failure. When replacing the hot water heater inside the unit, all Owners must report the serial number located on the new hot water heater appliance to the Association office. A new hot water heater must comply with Title III of the Energy Policy and Conservation Act (EPCA) guidelines. If an owner fails to replace the hot water heater when advised that it is 7 years old, the Owner to be will be responsible for any and all damage caused to any and all units by the failure of their hot water heater.

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. Tenants will not incur fines. As it is the responsibility of the Condominium Owner to ensure that the Tenant understands the Condominium Rules and Regulations and enforces them, it will be the Owner who is ultimately fined. All fined Condominium Owners shall be afforded an opportunity to appeal the fine per the condominium documents.

1st Violation – A written warning

2 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, licensee 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.

Managed by:
GUARDIAN ASSOCIATION MANAGEMENT
10000 SW 52nd Avenue – Links Clubhouse
Gainesville, Florida 32608
Office: 352-339-9811
teaton@gainesvillegam.com

If you have a maintenance issue, please contact the management office at the telephone number or email address above.

Clubhouse Reservations

Please contact Guardian Management 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 to 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 of these Rules and Regulations can potentially cause a fine to be levied against the Owner to which the unit belongs. If you have a maintenance issue in your unit, please contact the party from whom you rented the unit.

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