



**Ocean Links of Ponte Vedra Condominium Association, Inc.
RULES AND REGULATIONS**

Pursuant to the authority vested in the Board of Directors of Ocean Links of Ponte Vedra Condominium Association, Inc. ('Association') the following rules and regulations of Ocean Links of Ponte Vedra Condominium Association, Inc. ('Condominium') have been adopted by the Board of Directors of the Association ('Board') to govern the use of the Condominium Property ('Condominium Property') as defined in the Declaration of Condominium.

1. Age Restrictions and Use of Facilities

1. To use the pool a child must be at least 14 years old unless accompanied by an adult.
2. To use the tennis and basketball courts a child must be at least 14 years old unless accompanied by an adult.
3. To use the fitness facility a person must be at least 14 years old unless accompanied by an adult.
4. To use the playground a child must be 12 years old or under and must be accompanied by an adult.

2. Air Conditioner The height of the outdoor component of an air conditioner shall be at most 43 inches. The length and width of the component shall be no more than 36 inches.

3. Children Children shall not play on or about the Condominium Property except under reasonable supervision by a responsible adult.

4. Compliance with Documents All Unit Owners and every lessee, guest or visitor of a Unit Owner shall comply with all of the terms, conditions, covenants, restrictions and limitations contained in the Declaration of Condominium, the Articles of Incorporation and the Bylaws.

5. Damage to Common Elements Unit Owners shall be responsible for and shall bear any expense of any damage to the Common Elements caused by moving to or removing from their Unit household furnishings or other objects, or caused by any other deliveries to or from Units by their invitees.

6. Destruction of Property There shall be no marking, marring, damaging, destroying or defacing of any part of the Condominium Property. Unit Owners shall be held responsible for, and shall bear any expense of such damage caused by the Unit Owner, his family, guests, lessees and/or invitees.

7. Enforcement All violations of these rules and regulations shall be reported immediately to a member of the Board, an Association officer and/or the management agent. Disagreements concerning the proper interpretation and effect of these rules and regulations shall be presented to and determined by the Board, whose interpretation of these rules shall be dispositive. In the event that any person, firm or entity subject to these rules and regulations fails to abide by them, as they are interpreted by the Board, they shall be liable to be fined by the Association for each such failure to comply or other violation of these rules and regulations. Such fine, which shall not exceed One Hundred and no/100 Dollars (\$100.00) for each violation, shall be collected by the Association and shall become a part of the Common Surplus of the Condominium ('Common Surplus') as defined in the Declaration of Condominium. A fine may be levied on the basis of each day for a continuing violation, provided that no such fine shall in the aggregate exceed One Thousand and no/100 Dollars (\$1,000.00). Nothing herein shall be construed to prohibit the Board from bringing an action at law or in equity, in the name of the Association, to enforce these rules and regulations, including the provision herein for fines. In the event any such action is instituted and reduced to judgment in favor of the Association, the Association shall be entitled to recover its costs and attorneys' fees incurred in enforcing these rules and regulations.

Prior to the imposition of any fine, an offending party shall be given written notice of the violation and a reasonable opportunity for a hearing before a committee of not less than three (3) nor more than five (5) Unit Owners appointed by the Board. The written notice shall specify the provisions of the Declaration of Condominium, Articles of Incorporation, Bylaws or these Rules which are alleged to be violated, shall include a short and plain description of the alleged violations, and shall state the date, time, and place at which the committee shall conduct a hearing with respect to the alleged violations, which hearing shall be conducted not less than fourteen (14) days from the offending party's receipt of the written notice. At the hearing, the party against whom the fine is proposed to be levied shall have an opportunity to respond, present evidence, and to provide written and oral argument on all issues involved and shall further have an opportunity to review, challenge, and respond to any material considered by the committee in making its determination that violations have occurred. Following such hearing, the committee's decision with respect to the imposition of a fine shall be dispositive.

The following summary of enforcement procedures is included for easy reference:

It is the responsibility of the Board of Directors and the Property Manager to implement and enforce the Rules and Regulations and it is expected that all owners, residents and guests will comply. If there are continuous violations after a written warning, the Board of Directors has established a process for fining violators that will be uniformly enforced against owners and residents. The fine process will be as follows:

1. A fine which shall not exceed \$100.00 will be assessed for each violation. If the violation requires compliance with the Condominium documents, the fine shall not exceed \$100.00 per day until compliance, total not to exceed \$1000.00.
2. Prior to the imposition of a fine, the offender shall receive written notice which will include a brief description of the violation and date, time and place for a hearing.
3. A committee of three (3) unit owners will be appointed by the Board of Directors to give the offending party a reasonable opportunity for hearing and to present oral or written arguments on all issues involved.
4. After the hearing, the committee will make a decision on the imposition of the fine.
5. Failure to pay the fine may result in legal action against the owner.
6. If the Association is required to take legal action against an owner and the judgment is in favor of the Association, the Association will be entitled to recover its costs and attorney's fees incurred in enforcing the Rules and Regulations.

8. Garage Sales The Association sponsors, if there is sufficient interest, a Spring and Fall garage sale each year, not to exceed one day each garage sale. No other garage sale is permitted on property. The Association will organize, advertise and display a community garage sale sign at the community entrance for each garage sale.

9. Guests Unit Owners shall notify the Association by written notice in advance of the arrival and departure of guests or family members who have permission to use a Unit in the Unit Owner's absence. No person under twenty-one (21) years of age shall occupy a Unit unless their parent or the Unit Owner is also in residence.

10. Hurricane Shutters Upon issuance of hurricane warnings, standard hurricane shutters or panels, as approved by the Board, may be used; provided, that such shutters shall be removed forthwith when hurricane conditions have abated.

11. Keys The Association shall maintain a key to each Unit in the Condominium. No member shall change existing locks or install additional locks unless duplicate keys therefor are provided to the Association.

12. Location for Posting Notices All notices, including Unit Owner meetings and meetings of the Board of Directors, shall be posted on the two bulletin boards at the mailbox kiosks.

13. Noise All noise, including, without limitation, talking, singing, television, radio, record player, tape recorder or musical instrument, shall be kept at such volume level that the noise is not audible outside of the boundaries of the unit in which it originates. With respect to flooring, there shall be required soundproofing material in the nature of 1/2 inch cork or equivalent material when tile or other hard surface flooring is installed over living areas of other units in order to reduce sound transmission between units. The foregoing shall not apply to bathrooms, kitchens, utilities area and foyer.

After 10 PM, all noise, including, without limitation, talking, singing, television, radio, record player, tape recorder or musical instrument, running up and down the stairs in the breezeways, in any outdoor or indoor area on property shall be kept at such volume level that the noise is not audible inside any unit.

14. Obstructions There shall be no obstruction or cluttering of the Condominium Property, including, without limitation, sidewalks, driveways, automobile parking spaces, lawns, entrances, breezeways, stairways, patios, courts or vestibules or other Common Elements or areas.

15. Parking Unauthorized parking shall include:

1. Vehicles parked so as to impede ingress to or egress from other parking spaces, drives, roads or building entryways or parked in unauthorized spaces.
2. Parking of boats, trailers, campers, motor homes, trucks or other oversized vehicles without the consent of the Association.
3. Parking of boats, enclosed trailers, campers, motor homes, trucks, or other oversized vehicles, one vehicle per space, shall only be in those reserved parking spaces designated by the Association and with the permission of the Association, and for which a fee may be charged.
4. There shall be no parking in Covered Parking Spaces except by permission of the Owner of the Covered Parking Space.
5. Overnight parking of commercial vehicles, defined as those bearing commercial signage and/or commercial license plates, is strictly prohibited.
6. Pick-up trucks or other vehicles bearing construction equipment or material, or other items of an unsightly nature as determined by the Board, may not be parked at Ocean Links of Ponte Vedra.
7. Parking of a resident vehicle not registered with the Association.
8. Parking of a non-resident or non-resident guest vehicle.
9. Parking of a vehicle without a current registration and tag.
10. Parking of an inoperable or abandoned vehicle.

Except in the event of emergency, no vehicle maintenance or repairs shall be performed on the Condominium Property. No vehicles shall be washed, polished and/or waxed on the Condominium Property except in such specific area as may from time to time be designated by the Board for such activity.

16. Patios, Screen Porches, Windows and Doors Nothing shall be dropped, thrown, swept or otherwise expelled from any window. No plants, pots, receptacles or other decorative articles shall be kept, placed, hung or maintained on any railing or ledge. All loose or movable objects shall be removed from patios and screened porches upon notice of an approaching hurricane or other inclement weather characterized by conditions of high wind. Patios, screened porches, windows and doors shall not be altered from the condition in which originally constructed, including, without limitation, enclosure, alteration by painting, screening or installation of reflective materials, unless pursuant to the requirements of the Declaration of Condominium. For purposes of assessing fines for violation of this rule, each day during which this rule is violated shall constitute a separate violation of the rules for which a fine may be levied.

17. Pets

1. Dogs must be kept on a leash under the control of a responsible person.
2. PET FECES: Any dog feces deposited on common area must immediately be removed by the owner or person responsible for dog.
3. Each resident shall register pets with the association. Limit **two pets per unit**. There are further restrictions on the number and weight of dogs as noted in parts 7 and 8 below.
4. Any pet deemed dangerous (at the board's discretion) may not be kept on the property.
5. Each condo owner is responsible for any damage resulting from their pet, or their tenant's pets.
6. No pets may be left unattended on a patio or balcony.
7. A **non-owner resident may not keep a dog in a unit** with the following exception. A non-owner resident who has two dogs registered at Ocean Links on or before January 25, 2005 may keep both registered dogs until both dies, or are no longer in the possession of the non-owner resident. A non-owner resident who has one dog registered at Ocean Links on or before February 28, 2006 may keep the registered dog until it dies, or is no longer in the possession of the non-owner resident. From that time forward the non-owner resident may not keep a dog in a unit.
8. A **pet dog may weigh at most 39 pounds** with the following exception. A resident who has registered a dog at Ocean Links that weighs more than 39 pounds on or before January 25, 2005 may keep that registered dog until that dog dies or that dog is no longer in the possession of the resident.

18. Pool and Spa Area

1. The use of the pool and spa area is restricted to residents and guests.
2. Children under 14 must be accompanied by an adult. Please note: Research shows that hot tub use is not recommended for children. Please proceed using your own judgment.
3. Pool and Spa Area Hours: Dawn to 11:00 PM
4. Pool and Spa Use Hours: Dawn to Dusk
5. Any type of glassware is prohibited in the pool area (Bottles, plates, glasses, etc.).
6. Please deposit all trash in the proper receptacles before leaving.
7. Pets are not permitted in the pool area.
8. Earphones must be used with all radios and CD Players.
9. Appropriate swimwear must be worn in pool. Babies in diapers must wear proper protective waterproof covering for diapers.
10. Due to the shallowness of the pool, no diving. No running in the pool area.
11. Swim at your own risk as there is no lifeguard on duty.
12. To enter pool area, you will need to have the ProxKey III key assigned to your unit.

19. **Refuse** All refuse, waste, bottles, cans newspapers, magazines and garbage shall be deposited in the covered sanitary containers provided therefor.

20. **Rule Changes** The Board reserves the right to change or revoke existing rules and regulations and to make such additional rules and regulations from time to time as, in its opinion, shall be necessary or desirable for the safety and protection of the buildings and their occupants, to promote cleanliness and good order of the Condominium Property and to assure the comfort and convenience of Unit Owners; provided, such changes shall be with the consent of Unit Owners as provided in the Declaration of Condominium.

21. **Signs** No sign, nameplate, signal, advertisement or illumination shall be inscribed, exposed or displayed on or at any window, door, balcony, terrace or common or limited common element without the express prior written consent of the Association. Unit "For Sale" or "For Rent" signs may be displayed on property during a Unit Open House.

22. Use of the Common Elements The Common Elements of the Condominium ('Common Elements') as defined in the Declaration of Condominium, are for the exclusive use of Unit Owners of the Condominium ('Unit Owner') and their immediate families, lessees, resident house guests and guests accompanied by a member, and no other person shall be permitted to use the Common Elements unless accompanied by a Unit Owner or a member of his immediate family, without the prior written consent of the Association. Covered parking spaces cannot be used by a non-resident for business purposes.

All ground feeding of animals and feeding of any abandoned or feral animal is prohibited on all common elements, which include all areas outside of a unit. Feeding of birds is restricted to no more than two bird feeders per unit installed above ground level, out of the reach of most common ground animals. Unit owners are responsible for keeping the areas under bird feeders as clean as possible, especially from spilled or dropped feed. The Board of Directors reserves the right to remove any items placed on common elements.

23. Unit Window Replacements Unit window replacements shall be in accordance with the Ocean Links of Ponte Vedra Condominium Association, Inc. Unit Window Replacement Specifications dated July 26, 2017. Each replacement window shall be of the same size, shape and style of the one it is replacing with no filler pieces permitted. No structural changes are to be made to the building.

24. Landscape of All Common Areas

A. Owner Occupied Units

1. Owner occupied units which have personal landscaping will be allowed to keep, but not add to the existing landscaping. Photos will be kept on file to ensure compliance. Any addition after the photo is taken will be a violation and items will be immediately removed without notice. Unit owner will be billed for any incurred cost of removing said item(s).

2. At the time a Unit is listed for sale or rental, the Ocean Links Landscape Committee will assess the plantings and remove/replace as deemed appropriate to fit with the overall landscape plan. At that time the contracted landscape company will take over maintenance. (It is the owner's responsibility to disclose this change) Ocean Links will provide a document to be signed and returned by the prospective owner/renter.

3. Owner occupied units with personal landscaping must maintain landscaping in a neat, responsible manner. The Ocean Links Landscape Committee, with the Board approval, has the right to remove and replant any areas not properly maintained by the unit owner. Written notification will be mailed to the Unit in question. Plant materials may not interfere with walkways, encroach on adjacent units, or interfere with approved Ocean Links plants.

4. Owner occupied units may install no more than 4 potted, or hanging plants, provided written Board approval has been given for the placement and pot size. Pots may not interfere with walkways, stairs or doors, both main entrance and patio doors, or landscaping installed by the Condominium. Pots may not exceed 12" diameter.

a. Unit owners are responsible for securing pots in a safe area when inclement weather warrants.

5. A Unit owner may, at any time, relinquish personal landscaping and request the Ocean Links to take over. The Ocean Links Landscape Committee will assess the plantings and remove/replace as deemed appropriate to fit with the overall landscape plan. At that time the contracted landscape company will take over maintenance.

B. Non-Owner Occupied Units

1. Non-owner occupied units may install no more than 4 potted, or hanging plants, provided written approval has been given for the placement and pot size. Pots may not interfere with walkways, stairs or doors, both main entrance and patio doors, or landscaping installed by the Ocean Links. Pots may not exceed 12" diameter.

a. Non-owners are responsible for securing pots in a safe area when inclement weather warrants.

C. All Units Owner or Non-Owner Occupied

1. Ocean Links reserves the right to remove any plantings, pots or yard ornaments it deems to be sloppy, overcrowded, offensive, interfering with the viability of plantings by Ocean Links, or interfering with landscape maintenance. Ten-day notice by mail will be given for the unit owner to rectify the situation personally. Any costs incurred with removal will be billed to the Unit in question.

2. Pots, chairs, or other items which interfere with safety, and or fire codes will be removed immediately. Walkways, landings and stairs may not have any possible obstructions per Fire Marshal.

3. Breezeways are part of common property and not owned by individual units. They are being planted with attention to visual and sustainable plant material. Breezeways are being assessed and some may be changed. Breezeways are maintained by Ocean Links and therefore may not be altered by residents.

4. Any planned path from a patio door into the common area must be presented to the Ocean Links Landscape Committee. After review by said committee, recommendations will be presented to the Board. Only paths requested due to poor water runoff will be considered. Paths may not interfere with landscape maintenance or irrigation. Approved paths must be maintained by the unit requesting the path.

5. Trellis may not be erected by attaching them to stucco. Holes can compromise stucco integrity.

6. Notices concerning changes in landscape will be posted on the website and at the mail kiosks.

7. In ground plantings and structures of any type may not be installed.