

Rules and Regulations
Of Lakewood Villas, a Subdivision

Table of Contents

Introduction.....2

Preamble.....3

Common Areas.....4

Consideration of Fellow Residents.....4

Waste Disposal.....5

Signage.....5

Parking.....5

Swimming Pool.....6

Pets.....7

Rentals.....7

Complaints.....8

Payment Policies.....8

Penalties, Enforcement, and Amendment.....9

Exhibit A: Parking Rules and Regulations.....11

Introduction

Dear Unit Owners:

The following rules and regulations have been carefully prepared to provide all unit owners with a set of procedures, policies, and regulations (the "Rules") designed to assure you a comfortable and cordial living environment. If followed by each of us, these rules and regulations will enable us to function smoothly and cooperatively. Please ask each member of your household, lessees, and guests, as hereinafter defined, to read and abide by this document.

The Board of Directors always welcomes your suggestions and recommendations for improving these Rules. Please submit all suggestions in writing.

Original Rules Adopted and Passed June 24, 1989. Revised 08-14-1990, 01-12-1994, 11-15- 1996, 06-02-2001, 09-26-2003, 03-01-2014 and 04-25-19.

Thank you,

The Board of Directors of the Association

Preamble

The following Rules have been adopted by the Board of Directors of Lakewood Villas Association in accordance with the Restrictive Covenants and By-Laws to not only protect the architectural integrity and harmony of Lakewood Villas, but to also promote the safety and welfare of residents and to maintain an acceptable quality of life.

These Rules supersede all previous Rules, but it should be remembered the Rules do not replace the Restrictive Covenants and By Laws, which the Board of Directors use as its primary governing documents. Both documents are in force. In case of a conflict between the wordings of these documents, first, the Restrictive Covenants, and then, the By Laws, will prevail.

The Rules shall apply to all unit owners, their residents, family members, Lessees, occupants, agents, and guests, and; shall be enforced by the Board of Directors in accordance with the applicable Association Documents.

In establishing and maintaining the Rules, the Board of Directors will strive to ensure they do not affect unit owners' right to the enjoyment of reasonable and unrestricted use of their property or privileges of ownership.

The Rules may be modified, repealed, or amended at any time by a resolution of the Board of Directors when deemed necessary to be in the best interest of unit owners, residents, and the community.

Common Areas

1. The amenities and facilities of Lakewood Villas are for the use of unit owners, Lessees, and their guests. The Board of Directors of the Association shall have the right to limit the number of guests who may use the Common Areas.
2. No one shall use or is permitted to bring into any unit or upon any of the Common Areas any inflammable oils or fluids or other explosives or articles deemed hazardous to life or property such as, but not limited to, gasoline, fireworks, or other similar products.
3. No unit owner may alter or repair the Common Areas.
4. Owners and/or Lessees are responsible for any damages that may occur during the process of moving in or out of their unit. All damages by furniture movers will be charged to the owner. Moving companies must be supervised.
5. Owners and/or Lessees are responsible for any damages that may occur to the Common Elements by them or their guests. All damages will be charged to the unit owner.
6. No businesses, profit or nonprofit, may be run within the Common Areas.
7. No changing paint color of exterior surface.
8. No enclosing any outside surface.
9. No erecting or placing signs or erecting wire, radio or T.V. antennas on the exterior of the building.
10. No bikes, skateboards or roller blades allowed in the pool area or sidewalks. Failure to comply could result in a fine for each occurrence.
11. Homeowners MUST submit a current copy of their Homeowners Insurance coverage to Lakewood Villas Property Association. Failure to do so will result in a \$100.00 fine the first month each month following a \$250 monthly being levied against the homeowner.

Consideration of Fellow Residents

12. No owners, Lessees, or guests shall make or permit unreasonable noises that will disturb or annoy the occupant of other units within the Association, nor do or permit any act, which will interfere with the rights or comforts of others. Construction work that emits noises shall be restricted to the hours of 8:00 a.m. through 7:00 p.m.

Waste Disposal

13. Each owner and/or Lessee shall keep their unit in a state of preservation and cleanliness, and shall not sweep or throw from the doors or windows, any dirt or other substance. All refuse shall be deposited refuse in the Lakewood Villas dumpster. Trash is to be put in tied bags only. No trash shall be burned and all disposals shall be in accordance with the Rules and Regulations promulgated and in force by the Board of Directors as posted. No garbage or garbage can on front porches or common areas.

Signage

14. A unit owner may identify such owner's unit only with a plate mounted in a location and in a manner and of a type and size approved by the Board of Directors. No other sign, advertisement, or other lettering shall be exhibited on any part visible to the outside of a building or otherwise displayed in any Common Area, without the prior written consent of the Board of Directors. Specifically excluded from this rule are seasonal/holiday decorations that are installed in a temporary and non-intrusive fashion.
15. Alabama licensed real estate agents (the "Real Estate Agent") may place temporary signs advertising the sale of the unit inside the window of the unit and one on the front entrance sign stand. The signs shall be of professional quality, and the use of balloons or other "eye catching" devices are prohibited. The Real Estate Agent shall remove such signs immediately following the sale of the unit.

Parking

16. The sidewalks, driveways, and parking areas must not be obstructed or encumbered or used for any purpose other than ingress or egress, and for the purpose of parking licensed over-the-road passenger vehicles of no more than two axles. No vehicle shall be parked in such a manner as to impede or prevent ready access to other parking areas. No designated passenger vehicle parking area shall be used for the storage or parking of any house trailer, camper trailer, golf cart, boat, personal watercraft, or any other towed vehicle or object. The Board of Directors shall have the right to have any unauthorized vehicle or object parked in violation of the parking rules towed at the sole expense of the owner. The Board of Directors may also adopt and enforce other regulations with respect to parking. TWO parking permits are issued per unit. All vehicles issued a permit MUST carry liability insurance. Permits must be affixed to the left rear window or left rear bumper. Illegally parked vehicles will be ticketed and fined \$50.00 per night or towed away at Owner's Risk and Expense.

See additional parking rules and regulations as adopted by the HOA Board as of September 27, 2018. They are attached as Exhibit A.

Swimming Pool

17. All persons using the swimming pool do so at their own risk. The Association is not responsible for any accident or injury in connection with use of the pool or for any loss or damage to personal property. Persons using the pool area agree not to hold the Association liable for actions whatever nature occurring within the pool area.
18. All persons must use a pool fob to enter the pool area. Following are the rules regarding the fobs:
 - Each unit will be issued one key fob to gain access to and exit from the pool at no charge.
 - Key fob will deactivate at 10:00 pm so you need to be out before that time. No key fobs will work between the hours of 10 pm and 8 am which are the posted hours that the pool is closed.
 - If an owner loses their key fob it will result in a \$100 replacement cost and will be at the owner's expense.
 - If you sell your unit, the key fob must remain with the unit and it will be reprogrammed with the new owner's information.
 - If an owner is not in good standings with the association due to delinquent fines, home owner insurance violations or other unpaid sanction, that individual owner's key fob will be deactivated until the owner is in good standing with the association.
19. Use of the pool is reserved for owners, Lessees, their guests, and/or family members only.
20. Outdoor pool hours are between 8am -10pm. From 8am – 10am is strictly for adults only 18 and over.
21. Persons sixteen (16) years of age or under must be accompanied at all times by an adult at the outdoor pool. This is strictly enforced.
22. Residents are responsible for the conduct of their guests at all times, and for the careful observance of all safety and sanitation precautions. Any person having an apparent or known skin disease, sore or inflamed eye(s), cough, cold, nasal or ear discharge, or any communicable disease shall be excluded from the pool.
23. No boisterous or rough play shall be permitted in the pools or in the pool areas.
24. All persons are requested to cooperate in maintaining maximum cleanliness and tidiness in the pool areas.

25. No glassware or pets are permitted in the pool areas.
26. Failure to comply with these rules will result in deactivation of pool fob and possible fines in accordance with established rules and regulations.

Pets

27. It shall be the owner's responsibility to assure its pets comply with all laws and ordinances in regard to inoculations and other like requirements.
28. Pets shall be limited to 2 animals. Pets shall only be kept on a leash and under the control of their owner whenever they are outside the unit. Pets shall not be allowed to run free or unleashed at any time, or to otherwise interfere with the rights, comfort, or convenience of other residents. Owners shall remove feces of the pets when leaving the area and provide for proper disposal.
29. No pets shall be allowed in the pool area.
30. Loud barking or other loud noises made by pets in units or on patios is prohibited and shall be considered and treated as a public nuisance. If an owner is experiencing a problem with pet nuisance, contact the Gulf Shores Police, Animal Control Unit.
31. The unit owner that keeps pets shall be liable for any and all damage caused by such pets or animals to any part of the association property.

Rentals

32. Unit owners may rent or lease their units, upon prior notice to the Association of such lease for a period not less than twelve (12) months. The unit owner shall a) provide the lessee with a copy of the Association Documents, b) include in the lease agreement a provision that the Lessee has been given said copies, has read, understood, and agrees to abide by these documents, c) notify the Board of Directors in writing the unit is lessee occupied, giving the name(s), address and phone number of the occupants, and d) provide the Board of Directors and/or its managing agents the name of the any agent retained by the unit owner to manage the unit for him/her. Lessees shall have the same use and privileges of the Common Areas as a unit owner and shall be subject to all of the Rules and Regulations. The unit owner shall not be relieved of any obligations to the association by virtue of the lease of a unit. The unit owner who leases his unit shall irrevocably empower the Board of Directors or its managing agent to enforce the Rules and to terminate the lease and evict any tenant or occupant who fails to comply with the Rules. The Board of Directors reserves the right to promulgate other and/or additional Rules with respect to leases.

Complaints

33. Complaints regarding the management of the association or regarding actions of other owners or persons shall be made in writing to the Board of Directors. The Board of Directors may assign to one or more persons, or to a manager, full responsibility for the enforcement of all or any one of these Rules and Regulations. Any complaint or dispute as to any of these Rules and Regulations, or as to any application or enforcement thereof, shall be made in writing to the Board of Directors setting forth the nature of the complaint and the names of all parties aggrieved and/or charged by reason of such complaint. The Board of Directors may, in its sole discretion, decide the complaint without a hearing. In the event the Board of Directors elects to have a hearing upon such complaint, not less than five (5) days notice thereof shall be given in writing to each person named in the complaint as aggrieved and/or charged, stating the date, time and place of such hearing. Proceedings before the Board of Directors shall be informal, without technical rules of evidence, and each party aggrieved and/or charged shall be entitled to be present in person, and to be heard.

Payment Policies

34. Monthly assessment payments are due by the first of each month. At 30 days past due, a first notice letter is sent to the delinquent unit owner stating the Board of Directors has the right to file a lien against the unit. At 45 days past due, a second and final notice (certified mail) is sent. The unit owner is given 10 days after receiving the final notice to pay the account in full. After the 10-day period, copies of the first and final notice letters and a copy of the certified mail receipt signed by the recipient is sent to the Association's attorney with instructions to commence collection proceedings. Special assessments will be due on the date indicated and the same procedure will be used for delinquent payments of special assessments. Late fees, bank fees, interest, and legal fees due to delinquent payments will be charged to the unit owner and will be filed as a lien against the unit.

Common Areas

35. In the event a unit owner is delinquent more than 60 days, the Board of Directors has the authority to terminate services provided by the Association and limit the use of the Common Areas.

Penalties, Enforcement, and Amendment

36. A system of penalties has been established to ensure compliance with the Association Documents. The Board of Directors believes that the enforcement procedure will result in greater community awareness of reasonable conduct that all unit owners have the right to expect from each other. If the violator is not a unit owner, the owner will be provided with copies of all correspondence pertaining to the violation and any ensuing penalties and hearings. The unit owner is ultimately responsible for all fines and the removal of all violations. Fines may be imposed for violation of any of the above rules, according to the following schedule:

First violation:	written warning
Second violation:	\$75.00
Third violation:	\$150.00
Repeated violation (per occurrence):	\$300.00

In the event repeated fines do not deter the violation, the Board of Directors, at its sole discretion, may implement additional sanctions against the violator, including eviction if the offending party is a renter (lessee).

The Board of Directors may not impose any fine or infringe upon any right of a unit owner for violations of the Rules until the following procedures have been complied with:

- a. If a violation of the Rules is alleged in a written complaint to the Board of Directors or invited by the Board, the Board will notify the alleged violator in writing (“Written Warning”) to cease and desist from the violation. This Written Warning will include: (1) the nature of the alleged violation; (2) the action required to remove the violation; and (3) a schedule of fines for a repeated violation.
- b. The violator may request a hearing within ten (10) days after imposition of the fine. The request must be made in writing and be addressed to the Board of Directors. The hearing shall be held in executive session (a closed session) of the Board of Directors and will afford the violator a reasonable opportunity to be heard. The violator may present his/her case to the Board of Directors, and the Board of Directors will decide at their sole discretion, based on the available information regarding the alleged violation, whether or not any fine and/or penalties shall be lifted.
- c. If a violation is repeated within twelve (12) months of the Written Warning, a fine will be imposed.

A fine will be applied to the unit owner regardless of whether the offender is the unit owner, a lessee, guest, or a household member. The payment of a fine does not relieve the offender of the obligation of correcting the violation. If the Association incurs expenses to correct the violation, this expense will be applied to the unit owner. If the unit owner does not pay the bill, a higher fine may be imposed.

If a fine remains unpaid, a lien may be placed against the unit in question. This means that the unit cannot be sold unless the fine and all associated expenses in filing the lien are paid, and the lien has been removed. In addition, the Board of Directors may foreclose on a lien if it is deemed necessary. Other penalties for not paying the aforementioned fines and expenses may also be considered including, but not limited to, the following:

- a. Suing the unit owner for damages.
- b. Suing the unit owner for injunctive relief
- c. Contacting the proper authorities for consideration of criminal prosecution (violations of federal, county, city, or state laws).

37. Any consent or approval given under these Rules by any person designated as manager or any person or committee designated as being responsible for the enforcement of any of these Rules, and/or for the use of any common facility, shall be revocable at any time by the Board of Directors.

38. These Rules are subject to amendment by the Board of Directors and to the promulgation of further Rules by the Board of Directors and/or by the Association.

EXHIBIT A

LAKWOOD VILLAS

PARKING RULES AND REGULATIONS

(adopted by the HOA Board as of September 27, 2018)

The following is in response to numerous complaints about the current parking situations. The intent of this document is to both summarize existing rules and regulations as well as to establish new ones regarding parking on the Lakewood Villas property. This document is not meant to be all inclusive. If you have further concerns, please refer to the rules and regulations posted on the website.

1. ALL VEHICLES MUST HAVE AUTHORIZATION TO BE PARKED ON THE PROPERTY AT LAKEWOOD VILLAS. Each resident is permitted to keep a maximum of two (2) vehicles parked on the grounds. One vehicle may be parked in your assigned numbered space and the second may park in an unmarked space on a first come-first served basis. Each vehicle must have a permanent Lakewood Villas sticker posted on the left corner of the rear window or bumper. If you DO NOT have a permanent sticker for each of your vehicles, contact a Board member as soon as possible. If you change vehicles, be sure to get a new sticker.

2. EACH OWNER WILL BE ISSUED TWO VISITOR PASSES. If you have a visitor parking overnight, the vehicle must have a visitor's pass prominently displayed on the dash. Vehicles that do not have a permanent Lakewood Villas or visitor pass prominently displayed will be considered a violation of the Lakewood Villas rules and regulations and the owner of the unit in question will be fined accordingly.

If you sell your unit, the two visitor passes need to be given to the new owner (along with pool fob). Replacement of a lost visitor pass is \$10.00. New owners will be charged if they are not passed on to them by the owner selling the unit.

3. Every vehicle with a sticker or a visitor's pass MUST HAVE PROOF OF CURRENT INSURANCE. It is the responsibility of each resident owner to ensure that their own vehicles as well as their visitor's vehicles comply with this rule. In the event the unit is rented, the responsibility of complying still remains with the resident owner. Any violation of the above rule may result in nonrefundable fines in accordance with the rules and regulations.

4. No vehicle shall be parked in such a manner as to impede or prevent ready access to other parking areas. Additionally, no vehicle can be parked in any location other than designated parking places. Any violation of this rule will result in the respective owner being fined.
5. No Lakewood Villas property shall be used for the storage or parking of any house trailer, camper trailer, golf cart, boat, personal watercraft, or any other towed vehicle or object.
6. No vehicle repair on any portion of Lakewood Villas property is allowed except for emergency repairs with the intent to transport the vehicle to a proper repair facility.

The HOA board has at their discretion the authority to enforce established rules and regulations by imposing fines and/or towing when necessary.

Your cooperation in adhering to these existing and newly established rules and regulation is greatly appreciated by your board.