



Rules and Regulations

GENERAL RULES

- No smoking or vaping inside units, on balconies or in common areas except for the designated smoking area.
- No parking on or over the lines.
- Large vehicles such as trucks, SUVs and vans should park in outside spaces.
- No RVs, trailers or boats permitted.
- When using Seawind amenities, wrist bands are required.
- Do not feed seagulls from the balcony.
- Do not hang anything from balcony railing.
- No throwing items from the balcony.
- No glass containers are allowed at the pools, hot tub or beach.
- Observe all posted pool rules.
- At least one guest staying in the unit must be 25 years or older.
- Maximum overnight occupancy must not exceed what is specified in the rental agreement between the guest(s) and unit owner or rental management company.
- Quiet hours 11 pm to 8 am. Gulf Shores Undesirable Guests Ordinance¹ enforced.
- No pets.

ALL VEHICLE PARKING POLICY

- **All vehicles** parked on Seawind property must have a valid guest parking pass or owner parking permit displayed at all times. If using handicapped parking, all information on both the placard and parking pass/permit must be visible.
- All parking passes for guests **must be completed in full** for the pass to be considered valid.
- Guest parking passes may not be re-used or shared. Guests must have a new pass for each visit.
- Any vehicle parked on Seawind premises without a VALID parking pass/permit or parked improperly will receive a dated and timed written violation notice. Cars remaining in violation will be subject to towing or booting at the vehicle owner's expense.

¹ Gulf Shores Undesirable Guests Ordinance - <https://www.gulfshoresal.gov/AgendaCenter/ViewFile/Item/2014?fileID=2471>



Rules and Regulations

Any owner who fails to comply with any rule or policy herein will be subject to any and all legal and/or equitable action which the Board of Directors or the Association may take pursuant to the laws of the State of Alabama and the Association's governing documents, including but not limited to fines and injunctive relief, as determined in the sole discretion of the Board of Directors.

Any guest of any owner, whether paying guest or immediate family or friends, will be subject to immediate ejection if rules are not followed and/or warnings and direction from our Community Association Manager and/or security are not heeded and followed in accordance to Gulf Shores, AL Ordinance¹. The Association bears no liability for any loss of rent or other damages a unit owner or rental company may suffer as part of such eviction.

Owners using rental management companies have the sole responsibility to ensure that any rental management company they may utilize are aware of and enforce these rules. Further, owners should ensure that any contractors they utilize to perform work or services at the property comply with these rules.

OWNER VEHICLE PARKING POLICY

1. Owners are limited to two complimentary owner parking permits per unit which will have a unique number associated with the unit owned. A third parking permit or a replacement due to loss can be purchased at the current rate. If an owner needs a replacement parking permit due to damage, a complimentary one will be provided, only if the damaged one is available for exchange.

Owner permits should be transitioned to new owners upon sale. However, if the permits are not transferred to the new owner, two complimentary permits will be provided. A third parking permit can be purchased at the current rate. **Three valid owner parking permits is the maximum number that may be associated with any unit.**

2. Owner parking permits can only be used by owners and owners' immediate family. If an owner or owner's immediate family visiting Seawind forgets their owner's parking permit, they may purchase a guest pass or purchase a third owner's permit, as long as the owned unit does not already have a third permit associated with it.
3. Any owner found allowing paying guests to use owner permits will be fined as stated in the fine schedule.

GUEST PARKING PASSES & WRISTBANDS

Owners who rent their units must purchase guest parking passes and wristbands in bulk to have on hand to provide to guests as needed. Bulk parking passes and wristbands can be purchased at the onsite Association office. They must be paid for at the time using either check or credit card. Credit card processing fees will apply.



Rules and Regulations

Owners (or your rental management company) must leave at least one parking pass in the unit for each new guest. If a second parking pass is needed, it can be purchased at the guard shack or Association office. Guest parking passes must have all information completed, including unit number and dates of stay. Sufficient NEW wristbands should also be left in the unit for each new guest. Wristbands and parking passes cannot be reused from guest to guest. Wristbands can only be purchased in the Association office.

Proof of unit number rented and dates of guest stay will be required for purchase of either parking passes or wristbands and can only be purchased by credit card. Credit card processing fees will apply. Owners found not providing new parking passes and wristbands for each new guest, and/or routinely relying on our management or security staff to do so will be subject to fines.

APPLIANCE, FURNITURE REPLACEMENT AND RENOVATIONS

1. No dumping of appliances or furniture. Violators will be fined as stated in the fine schedule.
2. Renovation work should not be done after 6 p.m. or before 8 a.m.

PET POLICY

1. Only the actual property owners are permitted to have pets on the property. Renters, guests, or other individuals residing or visiting the property are not permitted to have pets.
2. All owner pets must be registered with the Association. This includes pets living in aquariums. See attached Pet Registration Form.
3. Visiting owners or owners who are permanent residents may have a maximum of three (3) pets per unit. If a current resident has more than three pets, they may keep those pets with proper registration, but may not acquire more pets until their total number of pets is less than three.
4. Owners with a pet/pets are required to purchase a Seawind lanyard for EACH pet to be used and visible at all times while in common areas, unless in a pet carrier for transport. Lanyards will be identical and have "Seawind" embroidered or printed on them.
5. Pet lanyards should not be shared with guests.
6. A designated pet relief area is provided and owners are required to clean up after their pets.
7. Nuisance pets (i.e. barking, aggressive etc.) will be addressed following Gulf Shores [Animal Control Laws/policies](https://www.gulfshoresal.gov/faq.aspx?TID=31)².

² Gulf Shores - Animal Control <https://www.gulfshoresal.gov/faq.aspx?TID=31>



Rules and Regulations

HOT WATER HEATER REPLACEMENT POLICY

This rule represents a prudent period of replacement and does not supersede the unit owner's liability for any damages which might otherwise be caused by their unit's hot water heater.

1. Unit owners must replace the water heater within their units before it exceeds 15 years of age with a new unit installed by a licensed professional in accordance with state and local requirements at each unit owner's sole cost and expense. The "Replacement Deadline" is 15 years from the date (or encode) of manufacture of the water heater, as indicated on the face of the water heater. All unit owners must furnish photographic proof of replacement compliance to the Association within thirty (30) days of their unit's Replacement Deadline.
2. The first year that the rule is effective:
 - a. All unit owners must furnish proof of the age of their current water heater to the Association within 30 days from the effective date of this rule.
 - b. For water heaters which are 15 years or older as of the Effective Date of this rule, the existing water heater must be replaced with a new unit pursuant to the rule and the owner must furnish photographic proof of compliance to the Association within 30 days.
 - c. In the event an owner does not provide the photographic proof of compliance within thirty (30) days of the replacement deadline or if the Board of Directors has any reason to doubt said proof of compliance, in its sole discretion, the Association shall have the right to enter the unit of the perceived noncompliant owner to verify compliance. If the unit owner has failed to replace the water heater within 30 days of the replacement deadline and no extension has been granted by the Board of Directors, the Association shall provide said unit owner with written notice of the violation and the Board's intended course of action. Any fees, fines, and administrative charge and replacement costs associated with compliance measures undertaken to remediate the unit's water heater are the sole responsibility of the unit owner and are due and payable within 30 days of issuance.
 - d. The deadline may be extended by the Board of Directors (BOD) or a committee appointed by the BOD, in its sole discretion, if the unit owner, prior to the replacement deadline submits:
 - i. A signed document from a licensed technician who regularly maintains, repairs and/or replaces water heaters in the regular course of business, stating that the water heater has been inspected, is in sound operational condition and is expected to remain so for at least one additional year; and
 - ii. A signed document, to be provided by the Association, stating that the unit owner understands and agrees that he or she shall be responsible for the payment of any expenses or damages incurred by the Association or



Rules and Regulations

other unit owners, including but not limited to insurance deductibles, if the water heater fails during its extended (past 15-year) lifespan.

- iii. This rule represents a prudent period of replacement and does not supersede the unit owner's liability for any damages which might otherwise be caused by their unit's hot water heater.

DOOR AND WINDOW MODIFICATION POLICY

1. All changes to outside unit doors or windows including adding a video doorbell must be approved by the Association in advance.
2. Door locks are not allowed to be changed by owners.
3. Failure to obtain prior approval for modifications will result in the unit owner being responsible for immediately changing the doors or windows back to the original condition at no cost to the Association.
4. Once approval is obtained, any expenses incurred for maintaining these changes such as doorbells will be the responsibility of the unit owner or any subsequent owner of the unit.
5. All work is to be done by a professional tradesman.
6. Upon sale of the unit, if the new owner does not want to accept and support the door/doorbell changes as well as any future related expenses, the seller must change the door/doorbell configuration back to the original condition at the owner's expense. The Association is not responsible for these changes or expenses.

FINE SCHEDULE

The following fines will be levied for violation of the above stated rules. Fines are due and payable to the Association within 30 days of receipt of the fine. Fines not paid are subject to assessment late fees, and may result in supplied services being turned off (TV/internet/phone) and liens placed against the unit.

First offense	\$100
Second Offense	\$200
Third Offense	\$300
Fourth Offense	\$400
Fifth offense and each subsequent offense	\$500