

# LEGACY CONDOMINIUMS HOUSE RULES

## Effective 09/16/23

The House Rules are for the purpose of promoting harmonious living at Legacy Towers Condominiums. It is the responsibility of each owner to observe them. If your unit is rented, or you have guests, it is also your responsibility to ensure that your tenants/guests observe them.

### **BALCONIES**

The hanging of bathing suits, clothing, rugs, towels and other items upon balconies or railings or from windows is prohibited, except for the proper display of the United States flag.

No unit owner/tenant shall decorate any part of the unit(s) as to change the appearance of exterior features (balconies, window shades/blinds, ledges, lighting). This includes the painting of any balconies except floor, illumination of the exterior of the building, displays of plants or other objects upon balconies or railings or exterior windowsills or ledges. Under no circumstances will containers that permit water and/or plant fertilizers to soak through to the building floors and/or lower walls and railings be allowed. Any exceptions must be approved by the Board of Directors in writing.

#### **December Holiday Decorations:**

Legacy Owners are permitted to tastefully decorate their balconies for the December Holiday Season from November 20 to January 3.

Balcony railings may be decorated with lights. All electrical supplies must be suitable for outdoor use. For safety reasons, nothing may be hung over the balcony.

Owners wanting to decorate with trees are restricted to artificial trees. No mechanical decorations are permitted. Holiday music must not be so loud that it bothers other residents. Nothing may be attached to walls or ceiling.

### **CLUBHOUSE (TOWER I and II)**

#### **Owner Use:**

The Owners' Lounges are provided for the enjoyment of ALL Legacy Owners. No reservations are required for the use of the Owners' Lounges. These facilities

are accessible 24 hours a day. Owners are not allowed to restrict or otherwise deny access to other owners wanting to use these facilities at any time.

**Owners Exclusive Use Only:**

An event where an owner wants exclusive use of a lounge and guests who are not owners or immediate owner's family members comprise most of the attendees, such as weddings, special occasions, parties, etc. is available for rent. A \$200 per use fee is required for each event. If the owner exclusively reserves the Tower 1 Owners Lounge, the exclusive use of the Tower 1 kitchen can also be reserved for the same cost. After each use, the owners' lounges will be inspected by HOA Staff for damage and for cleanliness, and the registered owner will be responsible for any damage repair or excessive cleaning costs. Any owner who fails to pay costs within sixty days will be denied further use of the owners' lounges and subject to the placement of a lien against their unit. The owner-sponsor of a private event must be present throughout the duration of the event.

**Universal Access Days:**

NO reservations are allowed for any private events during Universal Access Days. These days are Bowl Games, Super Bowl, Final Four College and NBA Playoff games, Olympic games, MLB World Series, Daytona 500, Kentucky Derby, Mardi Gras, Independence Day, Cruisin' the Coast Saturday, Thanksgiving, New Year's Eve, and New Year's Day.

**KITCHEN (TOWER 1)**

**Owner Exclusive Use Only:**

An event where an owner wants exclusive use of the tower 1 kitchen and guests who are not owners or immediate owner's family members comprise most of the attendees, such as weddings, special occasions, parties, etc. is available for rent. A \$200 per use fee is required for each event. After each use, the kitchen will be inspected by HOA Staff for damage and for cleanliness, and the registered owner will be responsible for any damage repair or excessive cleaning costs. Any owner who fails to pay costs within sixty days will be denied further use of the kitchen will be subject to the placement of a lien against their unit. The owner-sponsor of a private event must be present throughout the duration of the event.

## **THEATER**

The Theater is provided for the enjoyment of ALL Legacy Owners. No reservations are required for the use of the Theater. Normal hours for use are 7:00 a.m. to 11:00 p.m. on a first come first served basis. Owners are not allowed to restrict or otherwise deny access to other owners to this facility at any time. All children under the age of 18 must be accompanied by an adult over the age of 25.

## **EXERCISE ROOM RULES**

The hours are from 5:00 a.m. to 11:00 p.m. No one under the age of sixteen (16) is permitted in this room (Insurance Liability). Use of the exercise room is at your own risk. These facilities are available on a first- come, first-served basis only. Each user is responsible for cleaning up after himself/herself. Disinfectant wipes are provided for after-use clean up. No alcoholic beverages or breakable containers are to be used in this area.

## **FIRE SAFETY**

Use of any installed common-area fire extinguisher must be immediately reported to security personnel (228-276-2001) and or Association Management 228-276-2000. In addition, fire officials should be notified by calling 911 so that a determination can be made that the fire hazard has been contained.

## **GARBAGE DISPOSAL AREA**

Contractors are not allowed to place construction waste into the dumpsters. Violation is subject to fine or barring such contractor from the condominium. All garbage must be placed in paper/plastic bags or containers that do not leak and must be placed inside the trash chute or dumpster. DO NOT put boxes in trash chutes. Break down all cardboard boxes and put them into the dumpsters. Furniture, moving crates, and other oversized refuse containers are not permitted to be discarded at the dumpster site.

## **GENERAL NOISE AND NUISANCE**

No unit owner, tenant, or guest shall at any time make such noise or create such other nuisance as to substantially infringe upon the rights of any other unit's occupants. Examples of prohibited actions covered by this rule are blaring music (whether vehicle or unit) or other amplified sounds, persistent revving of car engines, or idling cars that smoke excessively.

## **HOT TUBS/INDOOR POOL**

Access to the Hot Tubs and Indoor Pool is available from 9AM to 10PM. Food, beverages and alcohol are prohibited in the hot tub and indoor swimming pool area. Glass containers are not allowed in these areas. This does not apply to the area around the outdoor swimming pools.

## **IDENTIFICATION AND SECURITY**

For security purposes, green wrist bands, front gate remote openers, front gate codes, & fobs are provided to owners only. Front gate codes and color-coded wrist bands are provided to tenants, and guests ten years of age and older. Owners must not share owner wrist bands or fobs with non-family members, including gests, tenants, & friends. Owners must not share front gate codes with delivery persons, friends, or contractors. The gate code will be changed on the 1st of each month. Owner's remote openers will still operate the gate and Owner's fobs will still work all owner amenities. These identification methods allow courtesy officers and Legacy employees to determine whether someone belongs on the property. At any time, patrolling security guards (courtesy officer) or Legacy employees may request identification before allowing individuals to enter or remain on the property. If someone is unable to prove they belong on the property, they will be required to leave.

## **LANDSCAPING**

No alterations to the landscape are permitted without prior approval of the Board of Directors. That includes the placement of personally owned plants or bushes in landscaped common areas. No signs shall be placed in the lawns, flower gardens or on the fences, etc. Signs may only be placed within the unit itself, e.g., in the window. HOA reserves the right to place directional or in formational signs that facilitate traffic movement or property identity purposes. The fences bordering

Legacy Towers Condominium serve as a crime deterrent and are for resident privacy. Climbing over the fences is not permitted. The access is the driveway.

## **OCCUPANCY**

Each three-bedroom unit is limited to 10 occupants and two-bedroom units 8 occupants. Each individual Owner can also establish their personal occupancy limit below that of the HOA limitation. If a unit occupancy is 8 and only 6 people are in the unit, then 2 additional arms bracelets are available for additional guests.

The occupancy limitation must be posted by the Owner or the Rental Management Company on the inside of the front door of each rental unit and a copy must be provided to our Security Service. In the event there is a complaint, the Security Service will determine whether the complaint is valid. If it is valid, Security will contact the appropriate party to have the excess occupants removed. If the Rental Management Company and/or Unit Owner fail to respond, then a fine of up to \$350 will be assessed to the Unit Owner.

## **OWNER CAUSED DAMAGE TO COMMON ELEMENTS**

Unit Owners shall reimburse the Homeowners Association for any expenses incurred for cleanup, repair, or replacement of any property in Legacy Towers Condominiums they or their tenants or guests' damage.

To prevent damage, owners must maintain their A/C closets and drains inside the closets as well as all other plumbing drains in their unit. HOA provided maintenance service is available from the HOA, which provides A/C filter maintenance, but does not include the closet drains.

When emergency repairs to drains are required by HOA employees, there will be a \$300 fee for their efforts.

## **UNIT REPAIRS, UPGRADES, AND REPLACEMENTS**

Any unit work, including repairs, upgrades, and replacements, that requires cutting, grinding, and/or sawing of materials, needs to be kept within the confines of the unit's interior. The area in the first floor's garbage disposal pad is the only alternate space allowed to perform such work. All such work must be done between the hours of 8AM to 5PM, Monday through Friday.

Owners should not employ HOA staff to provide maintenance services or any other services in connection with their owned units, In the event an owner needs such work done, the HOA manager will provide him or her with the names of registered outside contractors, but the HOA has no responsibility for whatever services these contractors provide.

All contractors must be registered with the HOA and provide liability insurance with Legacy Condominiums at Gulfport as additional insured in the amount of \$1,000,000.

The owner is responsible for the cleaning of any construction debris, even if the area was used by an owner's hired contractor. No cutting, grinding, or sawing is allowed on breezeways, or any other common area.

When emergency repairs or cleaning owner's contractors' construction debris are required by HOA employees, there will be a \$300 fee for their efforts.

## **PARKING AREA**

All vehicles using the garage or common area parking are required to be registered through the HOA management or rental companies. All marked garage parking is reserved and owned by each designated unit identified on the parking badge/sticker provided by the HOA or rental companies. No one other than the designated unit owner or authorized tenant or guest may use the assigned space. In case of violations, the Security Service will begin by locating the violator. If a violator is not found, the HOA manager will begin the vehicle removal process which could result in the vehicle being towed at the vehicle owner's risk and expense.

Porticos are for drop off and pick up only. Cars left there for more than fifteen minutes are subject to being towed.

Delivery trucks must contact the HOA office or management upon arrival, and will be responsible for keeping the portico, elevators, breezeways, and garbage dumpster areas clean and free of debris by removing all packing materials and boxes.

No parking in any fire lane.

Excessive speeds will not be tolerated.

The common parking area entrances, driveways, sidewalks, and garage stalls are not recreational areas. Nobody is allowed to play in these areas.

Motorcycles, tricycles, bicycles, and other toys etc. are not to be parked on sidewalks, in landscape areas, or left on the breezeways.

Access to common walkways, driveways, fire hydrants, garbage disposal areas, emergency exits/stairwells, and streets must be clear at all times.

All vehicles using Legacy's parking areas need to be in good repair and in compliance with all state laws. For example, vehicles with flat tires, wrecked, without valid tags, and/or otherwise appearing as if it's been abandoned. Once vehicles have been identified as being in violation of any of these stipulations, the owner will be located and advised that he or she has 7 days to repair the vehicle and/or bring it in compliance with established laws. If the owner does not correct the situation within the specified time frame, or the owner is unknown or cannot be located, the HOA has the authority to remove the vehicle from the property at the owner's expense.

Owners leaving their vehicles parked in the common parking area for more than 60 days should make arrangements with a third party to take care of their property and/or register the vehicle. It is the owner's responsibility to comply with these rules. Legacy's parking facility is not to be used as vehicle storage. All vehicles using Legacy's parking facility need to be in good repair and in compliance with all state laws.

Special consideration for medical or health reasons will be determined on a case-by-case basis by the Board or an appointed committee.

Garage and common parking areas are ONLY authorized for the parking of vehicles. Vehicle maintenance activities are strictly prohibited.

All owners are responsible for cleaning and maintenance of their assigned parking stall. Repairs required because of damage to the asphalt caused by gas, oil, transmission, and other leaks will be the owner's expense. (This includes damage to the stall by tenants or guests.)

No parking of motor homes, recreational vehicles, boats, large trucks, trailers, campers, etc. is permitted in the garage or general parking areas. There is a lot behind the property available at a nominal fee for parking of these types of vehicles. See the HOA manager/office for a price list.

## **PETS**

Owners, and long-term guests (staying a minimum of 90 days) are allowed to have pets, subject to Unit Owners approval. Each pet must be in compliance with all Harrison County ordinances concerning pets. Each pet must be a domestic breed, dog or cat only. As of this dated document, dogs over 50 lbs. are no longer allowed to register. The pet owner must register the pet with the HOA management, acquire the necessary pet identification badge, and display it on the leash or dog collar while in the common areas.

Short-term (less than 90 days) rental guests and tenants are not allowed to have pets. If a rental guest arrives with pets that are not service pets, Courtesy Officers will not allow the guest to enter and will provide them with a list of boarding services in the area.

Owners are responsible for repairing any damage caused by pets staying in their unit or in common areas. The flower bed areas are not to be used by pets. Pets are not to be left outside overnight.

If anyone is found to be housing an unauthorized pet, they will be asked to remove the pet or if not, the owner will be asked to depart the premises within one hour. If a pet becomes a disturbance to another guest or resident, e.g., barking, roaming free, the pet owner will be asked to remove this pet and depart the premises if not a Unit Owner. Pets must be on a leash and waste must be picked up at the time of each instance. Three pet refuse bag stations are available on the property with designated collection bins. Pet owners who violate this rule will be fined \$100 for the first offense and \$250 for each additional offense.

## **POOLS**

Outdoor Pools hours are 6:00 a.m. to 10:00 p.m.

All children under the age of twelve (12) must always be accompanied by an adult. Entry into the retention pond and waterfall areas is prohibited. No glass is allowed in any pool areas.

Pets are not allowed in the pool area.

Food is allowed in the table areas only and not in the pool. Beverages are allowed anywhere and must not be in glass containers.



Loud music is not allowed in the pool areas. Canopies and tarps are prohibited in the fenced area that encompasses the pool area.

ALL POOLS WILL BE EVACUATED DURING INCLEMENT WEATHER EVENTS, (i.e., lightning, hurricanes, severe thunderstorms, etc.) Security personnel directions will be followed.

## **RECREATIONAL ITEMS**

For the safety and privacy of Owners and Guests, the following recreational items are not allowed to be ridden and/or operated on Legacy property: Hover Boards Skateboards Drones, any remote-control vehicle unless allowed by the HOA.

## **SAUNA**

Sauna hours are 6:00 a.m. to 10:00 p.m. Children are not allowed unless accompanied by an adult. No glass, food, or alcohol beverages are allowed in the saunas. Lights, heat control and timer should be turned off after each use. Separate Saunas must be used for men and women.

## **SMOKING AND VAPING**

Smoking or vaping is not permitted inside of any building's common areas or limited common areas, which include the Club House (Tower 1), owners lounge (Tower 2), theatre, pool area, doorways, elevator lobbies (all floors) elevators themselves, breezeways, unit balconies and in or around the retention pond. Smoking or vaping is permitted only at designated smoking areas, which are located outside of tower entrances.

Individual owners can determine whether to permit smoking or vaping in their own units.

Per Gulfport, MS ordinance number 2579, smoking is not allowed within 25 feet of all main entrances, existing and walkways.

Smoking materials will be disposed of in a proper container. Throwing cigarette butts from balconies is strictly prohibited. Owners will be responsible for any property damage caused by them or their guests due to improper disposal of smoking materials.

## **STORAGE**

Balconies are not to be used as storage areas. Personal property storage (camping gear, bicycles, toys, hoses, etc.) is permitted only in the resident's designated storage closets or inside the unit.

The buildings, parking areas, entrances, and landscape must always be kept clear. Unsightly balconies will not be permitted. If there is a complaint of an unsightly balcony (one that detracts from the overall aesthetics of the building's exterior), a committee will be formed to review the allegedly offensive balcony and remediation actions recommended. Any unit balcony found to be persistently in an unsightly state will be assessed a fine of \$50 per offense and \$25 per day until the balcony is brought back within standards or the offensive materials removed.

## **QUIET HOURS**

Quiet hours will be observed all week between the hours of 10:00 p.m. to 7:00 a.m. in accordance with Gulfport Noise Ordinance 7-10. This includes, but is not limited to, radios, TVs, music, parties, pets, voices, children, vehicle operations, stairway traffic, repairs, or any noise that may disturb the residents. Owners are responsible for their tenant/guest compliance with noise violations. If quiet hours are not complied with or any person produces persistent noise, security will ask the person to be quiet. If a tenant or guest refuses, they can be evicted. If an owner refuses, they can be fined \$100 per complaint. Maximum decibel levels are Day 68, Night 58.

## **REPEATED VIOLATIONS OF RULES**

### **Eviction for Non-compliance with House Rules**

In the event of repeated violations of any rule, an inquiry will be held by a committee assigned by the Board of Directors. The committee will determine what additional penalties or fines, if any, will be paid or if eviction is applicable.

## **SPECIAL RULES CONCERNING UNIT RENTALS**

All Owners are responsible for their tenants and guests' compliance with House Rules. Every Owner who rents his or her unit must provide sufficient contact

information to the HOA Manager so that they may be contacted in the event of a rental guest's non-compliance with House Rules. In addition, the Owner, and/or his Rental Management Company, who rents must provide HOA Management with the appropriate written authorization to evict a renter in the event of non-compliance with House Rules. If HOA Management is unable to secure immediate approval, it will carry out an eviction and notify the Rental Company and/or Owner as soon as possible. However, it is preferred that the Owner and/or his Representative perform the eviction. Evictions may take place without previous warnings to the party being evicted, based on the type and severity of the offense. This determination will be made by Board-designated HOA representatives.

### **Limitation on Parking Spaces on the Property for Rental Guests**

Two parking spaces per unit are allowed for rental tenants and guests. Additional Parking spaces may be available for rent in the adjacent parking lot at the rear of the property and can be obtained on a first-come, first-served basis by contacting the Rental Management Companies or Security Service

### **Rental Management Company and Owner Rental requirements:**

The HOA is very dependent upon the performance of the Rental Management Companies and Owners who rent their own units to maintain and control the rental of units on our property. Therefore, the HOA requires:

Management Companies must provide evidence of being properly licensed to provide such services. Owners who rent their own units are not required to be licensed.

Management Companies must provide evidence of Workers Compensation insurance and General Liability of at least \$1,000,000 per occurrence and with a maximum of \$5,000,000. Owners who rent their own units must provide evidence of General Liability coverage of \$1,000,000.

Each must provide 24/7 response in the event of rental guest problems with regard to maintenance or guest conduct issues. Response Plan must be provided to the HOA Manager for contact in the event of an occurrence. Failure to adequately respond in a timely manner will result in a fine or removal of the guest from the property.

Each must timely provide the resort fee report and payment of the resort fee within 15 days of each month's end. Failure to do either will result in a fine of \$200 for each occurrence.

Each must respond timely to any comments made on national rental sites; such as Trip Advisor.

Each must properly maintain the unit, including A/C and plumbing maintenance. In the event HOA employs are required to perform emergency maintenance repairs a penalty of \$300 will be charged.

**Resort Fees:**

Each rental must pay a resort fee of \$100. Rentals of 30 days or more must pay a resort fee of \$100 per month for the first seven months.

**Special Events:**

Special Events require additional Security and Grounds Maintenance personnel. As a result, an additional resort fee of \$25 for each event will be charged to each new rental for a total resort fee charge of \$125 during a Special Event

Special Events are as follows:

Minimum of five (5) day rental events:

Cruisin' the Coast

Spring Break

Spring Church Week

Minimum of four (4) day rental events:

Jeepin' the Coast

Scrapin' the Coast