

333 ISLAND WAY, A CONDOMINIUM

RULES AND REGULATIONS

FORWARD:

The following Rules and Regulations are designed for one basic purpose only...to ensure, insofar as is possible, the protection of the rights, privileges, privacy, safety, comfort, convenience, well being and property of our individual owners, and for good housekeeping in general. They are simply a codification of what is believed necessary to promote decent, courteous and considerate relations among all 333 Island Way residents, whether they be owners, renters or guests.

Before proceeding, it is important that several words be defined for clarification:

1. An owner is one who has purchased a 333 Island Way unit. This includes members of the purchaser's immediate family who reside in the unit.
2. A resident is one who is residing in the unit, whether or not he is an owner.
3. A guest is one who is visiting a resident on an overnight or longer basis.
4. A renter is one who rents or leases a unit from an owner.
5. A visitor is one who is invited or drops in for a brief social visit.

The comforts and facilities of 333 Island Way are primarily for the use of residents and guests. Visitors are permitted to use these facilities only with the approval of, and when accompanied by, a resident. Owners will be responsible for the actions of their renters, guests and visitors, and must be mindful of the rights of other apartment residents.

The Association will be responsible for implementing these Rules and Regulations, and it is expected that all residents, guests and visitors will cooperate fully. From time to time, it may be desirable to amend these Rules and Regulations; this will be done only after proper review by the Board of Directors and endorsement of the owners, in accordance with the By-Laws of the Association.

1204

**GENERAL:**

1. An Owner or resident shall maintain his unit in a good state of preservation and cleanliness at all times so that neither his unit nor any other unit will be damaged by his neglect.
2. It is prohibited to hang laundry, rugs, etc., from the windows, porches, balconies, trees, or from any of the facades of the condominium structures. Balconies, patios and porches may not be used for storage.
3. Residents shall avoid the excessively loud playing of musical instruments, radios, television, etc., and shall avoid making any other noises that will disturb or annoy occupants of other units. This is merely a matter of simple courtesy and thoughtfulness.
4. No one shall post any advertisements or posters of any kind in or on the windows, porches, or other areas of a unit visible from the exterior or on any part of the common elements except as authorized by the Board of Directors.
5. No wiring will be installed for electrical or telephone installation; nor will there be any installation of any type of television antennae, machine or air conditioning units, etc., on the walls or roof of the project except as authorized by the Board of Directors.
6. The exterior of the units and all other areas appurtenant to a unit, including the porches, balconies and patios shall not be painted, decorated, or modified by any owner in any manner without prior written approval of the Board of Directors.
7. Sidewalks, entrances, passages, vestibules, stairways and corridors shall not be, in any manner, obstructed or encumbered or used for any purpose other than ingress and egress, to and from the premises.
8. Any damage to buildings, recreational facilities or other common areas or equipment caused by any owner, his children, guests, visitors or renters shall be repaired at the expense of the owner if not covered by insurance.
9. Any consent or approval given under these Rules and Regulations by the Association shall be revocable at any time.
10. The agents of the Association, any contractor or workman authorized by the Association may enter any apartment at any reasonable hour of the day for any purpose permitted under the terms of the Declaration of Condominium, or the By-Laws of the Association. However, except in a case of emergency, such entry will be made only by prearrangement with the owner.
11. Leasing of the apartment by the owner may be permitted upon proper notice to the Association and subject to the terms of the Declaration of Condominium and its By-Laws.

**BUILDING EMPLOYEES, SHALL BE**

12. No oney except ~~Building Employees~~, shall be permitted on the roof of the buildings.

13. Each owner or resident who plans to be absent from his unit during the hurricane season (June-November) must prepare his unit prior to his departure by:

- (a) Removing all furniture, potted plants and other movable objects from balconies, porches and patio; and
- (b) Notifying the Association of the name and address of a responsible firm or individual satisfactory to the Association to care for his unit should the unit suffer hurricane damage. Such firm or individual shall contact the Association for clearance to install or remove hurricane shutters.

14. The condominium property shall be used only as a residential community, and for no other purpose. Residents are responsible for the actions of all guests or visitors and shall prevent them from disturbing other residents or the condominium.

**USE OF THE FACILITIES:**

1. All residents and guests are authorized to use the common facilities.
2. Visitors should be accompanied by a resident when using the common facilities.

**PETS:**

No pets or animals shall be kept or maintained in or about the condominium property except dogs, cats and small birds, and fish, hereinafter referred to as "PETS".

A conditional license to maintain one PET, as defined above, in the Owner's unit, is granted subject to the following conditions and reservations:

1. Dogs must be kept on a leash at all times while on the common areas.
2. PETS must not be curbed near the buildings, walkways, shrubbery, gardens or other public spaces.
3. Owner shall assume full responsibility for any damage to person or property caused by his PET.
4. PETS are not permitted in the public rooms at any time.
5. Guests and visitors of Owner shall not be permitted to bring any PET onto the condominium property.

1 1 0 1

**NO PET SHALL WEIGH**

over 20 pounds.

The above conditional license is subject to revocation and termination at any time by the Board of Directors upon their sole determination that such PET is either vicious or is annoying other members or otherwise a nuisance. Additional PETS may be allowed subject to the written approval of the Board of Directors or their agent.

**PARKING:**

No Unit Owner or any other person may repair, or store, or place on blocks, or otherwise maintain any motor vehicle (including automobiles, boats, dune buggies, motorcycles, campers, trucks or trailers) on the premises.

**EMPLOYEES:**

In order to efficiently utilize employees and minimize the cost of performing maintenance work, owners shall not be permitted to directly give orders or directions to any employee of the Association. All requests for service shall be directed to an officer of the Association.

**BOAT SLIPS:**

1. Boat slips are to be a limited common element with all rights, privileges and restrictions heretofore outlined in these documents regarding limited common area.

2. Boat slips will be assigned to Association members on a first come first serve basis.

3. Boat slips cannot be subleased, assigned or otherwise used by anyone except an Association member to whom such boat slip is assigned without written approval from the Board of Directors.

4. Boat slips will be leased on a month to month basis and rental rates will be established and subject to change by the Association's Board of Directors.

# **BOAT SLIP AGREEMENT**

## **333 Island Way Condo Association**

**OUR CONDO HAS ONLY FIVE BOAT SLIPS TO BE SHARED AMONG 14 UNITS.**

1. Availability is on a first come, first serve basis for use by Unit Owners or their Unit Renters only.
2. A running list for the next available boat slip will be maintained by the Condo manager.
3. Owners are financially responsible for boat slip fees due and payable on the first day of each month.
4. Owner of vessel must maintain Liability Insurance on vessel and submit proof to the Condo Association Board.
5. Vessels must be maintained in a seamanlike manner.
6. In the event there are any damages incurred while using the boat slip area, it is the Unit Owner's responsibility to make restitution. If restitution is not made in a timely manner, legal action may be taken.
7. Vessels occupying a boat slip shall have a local designated individual to attend to any problems or emergencies that may arise. Example : Line adjustment during storms, hurricanes, extreme high or low tides etc.
8. Any request for additions or maintenance to the dock or dock area shall be submitted in writing to the Condo Association Board for approval by the Board and/or the unit owners.
9. Thirty day written notice to the Condo Association is required prior to relinquishing the slip.

DATE \_\_\_\_\_ UNIT # \_\_\_\_\_ SIGNATURE \_\_\_\_\_

SIGNATURE \_\_\_\_\_