

THE ISLANDER, A CONDOMINIUM

EXHIBIT XII TO DECLARATION OF CONDOMINIUM

RULES & REGULATIONS

The pleasantness of condominium living is greatly enhanced by a congenial atmosphere in which all residents have proper regard for the comfort of others. For this reason these rules and regulations have been adopted by The Islander Owners Association, Inc. ("The Islander Condominium") in order to assure owners and their guests that the condominium property will be properly used for the benefit of all persons. All owners are requested to cooperate with the management in seeing that the rules and regulations are observed, and it is the responsibility of all owners to make their family members and personal guests aware of all rules and regulations.

1. **ADDRESS.** Residents should designate their address as follows:

Unit # _____
Owner Name _____
The Islander Condominium
502 Gulf Shore Drive
Destin, FL 32541

2. **CONDOMINIUM LIVING.** Condominium living requires that each resident (owner or guest) regulate the occupancy and use of his unit so as not to unreasonably or unnecessarily disturb individuals in his or other units. There must be a designated responsible person, at **least 25 years of age**, in each occupied unit, unless approved otherwise by the owner. Under no circumstance may the responsible party be under the age of 18 years at the time of occupancy. In all cases, **ultimate responsibility falls on the owner to ensure the occupancy and use of the unit does not result in disturbance to others in violation of this section.**

3. **RESIDENTS AND GUESTS.** The facilities of The Islander Condominium are for the use and enjoyment of owners, and rental guests only. Everyone staying in a unit must be registered at the front desk. Owners will remain responsible for their personal guests.

4. **CHILDREN'S ACTIVITIES.** Children are welcome in The Islander Condominium, and there is no desire to restrict their normal activities. Nevertheless, they are required to observe the same restrictions that apply to adults. This precludes the playful use of elevators, the use of any common areas in the building for play areas, or any other conduct that will interfere with the quiet and comfort of the residents. Adult owners, owner's guests, family members and rental guests with whom children are living will be held responsible for the observance of these rules and regulations by the children. Drug use by anyone or underage drinking by owners' children, owners' guests or rental guests will not be condoned or permitted by The Islander Condominium and if discovered, will be reported to law enforcement.

5. **SAFETY**. The safety of everyone requires that management be informed of all arrivals and departures of owners, owners' guests and family members. All suspicious appearing persons or incidents should be reported immediately to the management of The Islander Condominium at the front desk, or to the Okaloosa County Sheriff's Department at 651-7400. All security- related issues or incidents occurring after hours on the beach should be immediately reported to the Okaloosa County Sheriff's Department.

THE ISLANDER CONDOMINIUM IS NOT RESPONSIBLE FOR ANY LOST OR STOLEN ITEMS: A vault is available in the Master Bath for your valuables, and keys are available at the front desk. Doors should be locked when your unit is unoccupied. Upon request of unit owners with reasonable advance notice, for an appropriate charge based on the time involved, a staff member will accompany any persons requiring entry to your unit.

6. **USE OF UNITS**.

(a) **Air conditioning**. When the air conditioning unit is operating it is not advisable to open windows or doors. The unit should have the fan on auto with a setting of 68 in winter and 74 in summer, thus preventing **MILDEW**.

(b) **Decoration**. No unit owner shall decorate any part of or the exterior building so as to change the appearance of any balconies- A unit owner desiring to redecorate his balcony must apply to the Board of Directors in writing with a detailed plan for approval. This pertains to changing the furniture as well as other changes in appearance. All door and window treatments must be uniform in color with the side of the building on which they are located.

(c) **Equipment Failure**. Any failure of equipment shall be reported immediately to management. (for example, plumbing leaks or overflows must be reported to management immediately to prevent further water damage to units below.)

(d) **Fire Hazards**. No flammable article shall be stored in a unit nor used on balconies. Owners are reminded that they will be assessed for any increase in the cost of insurance over the cost for residential use that is caused by their use of the condominium property. Use of barbecue grills or any flammable equipment is strictly prohibited on balconies or walkways.

(e) **Hanging of Objects**. The hanging of any item upon balconies is limited to the provided rack. Do not use railings.

(f) **Installations**. No window coverings or balcony items will be installed unless approved by the Board of Directors of the Association.

(g) **Feeding birds on balconies**. This is forbidden because all birds leave droppings that contain **acid that eats off paint**, not to mention carries diseases and also falls to the balcony below.

NOTE: Due to addition of a new subsection (g), all remaining subsections in Section 6 are revised.

(h) **Maintenance and Repair.** Unit owners are reminded that maintenance and repair of the buildings are the responsibility of the Association except for the interior of the unit. As authorized by the Declaration, the Board of Directors has determined that the maintenance, repair and replacement of windows and glass doors shall be the responsibility of the unit owner except in case of damage for which Association insurance proceeds are available. **THE REPLACEMENT OF DAMAGED WINDOWS OR DOORS THAT IS NOT COVERED BY ASSOCIATION INSURANCE PROCEEDS IS THE RESPONSIBILITY OF UNIT OWNERS, AND SUCH REPLACEMENT MUST OCCUR WITHIN 60 DAYS OF WRITTEN NOTIFICATION TO THE UNIT OWNER BY MANAGEMENT.**

No work of any kind is to be done upon the part of the building to be maintained by the Association without first obtaining the approval required by the Declaration of Condominium. Regardless of the responsibility for maintenance and repair, it is recommended that need for such work be reported immediately to the management, which can be of assistance in obtaining prompt service. Service provided by the management staff and/or maintenance staff for which the unit owner is liable will be charged to the unit owner. It is **IMPERATIVE** that all work orders and maintenance requiring staff of The Islander Condominium be scheduled through the office.

Contracted remodeling or renovations should be scheduled through the management during office hours **ONLY**. Major renovations requiring the hauling of materials such as discarded cabinets, flooring, furniture, etc., owners, must hire a dumpster service and/or arrange for removal of all unwanted materials. The Islander Condominium dumpster is **NOT** to be used for large refuse. All contractors, designers, etc. need to be informed that the office hours are from 9:00 A.M. to 5:00 P.M., that there is a requirement to sign in at the office desk providing names, addresses and a contact telephone number, and to advise of the arrangements made for the supervision, if any, of vendors and/or workers while in your unit.

TILE FLOORS – Any tile floors that are damaged must be removed and new tile installed within thirty (30) days of the damage or the date the damage is noticed by management or by the unit owner. The use and application of an appropriate sealant using the proper procedure required by the manufacturer is mandatory for all tile replacement. All replacement tile is required to be described by the manufacturer as “slip-resistant”.

(i) **Noise.** In order to assure the comfort of all owners and guests, the playing of all audio equipment and musical instruments must not exceed a reasonable volume at any time, and between the hours of 10:00 P.M. and 10:00 A.M. shall be kept at a volume that cannot be heard outside the unit in which located. All owners and guests of owners shall refrain from any activity that would disturb other residents.

(j) **Pets.** NO pets will be allowed on the property indoors or outdoors.

(k) **Use Restrictions.** Residents are reminded of the restrictions upon the use of the condominium property that appear in the Declaration of Condominium. The restrictions require, among other things, that a unit may be used only as a residence either permanent or transient, and that no nuisances shall be allowed nor any practice followed that is the source of annoyance to other residents. As permitted by Chapter 718, Florida Statutes, the Florida Condominium Act, the Association hereby adopts this rule prohibiting dual usage of Association property and the

common elements available for use generally by unit owners. Accordingly, if a unit is rented, the unit owners are prohibited during the period of such rental, from using Association property and the common elements available for use generally by unit owners.

(l) **Waste Disposal.** All waste is to be disposed by kitchen garbage disposal units or through the trash chutes in the manner elsewhere described. Refer to Paragraph 6(h) for construction waste.

(m) **Windows.** In order to avoid water damage to a unit as well as to other parts of the building, occupants of a unit are required to close all windows and doors exposed to the weather whenever the unit is unoccupied. Failure to close windows and doors will render the unit owner liable for resulting damage.

(n) **Hurricane/Storm Procedure.** The Islander Condominium has adopted a Hurricane Disaster Plan which includes advance preparations and evacuation policies. Upon the designation of a storm as a tropical storm or hurricane with a projected track that will or may affect Northwest Florida, all owners, their guests and renters must follow the directions of management and staff of The Islander Condominium, including mandatory evacuation of the units and the condominium property, whether ordered by management or by the Okaloosa County Emergency Management office, or the Florida Division of Emergency Management (or other similar authorities).

(o) **Use of the Beach and Beach Service.** Beach service is provided by a vendor contracting with the Association, and the use of the beach is regulated by Okaloosa County and/or the City of Destin. You must abide by **safety and warning signs** on beach.(i.e., no glass containers, no trash left on beach, fill all holes you make, don't walk on dunes, no excessive drinking of alcohol, do not move or open umbrellas owned or controlled by others, including those of any beach service vendor, etc.)

(p) **Parking.** All vehicles are required to have a parking pass supplied by staff of The Islander Condominium, which must be displayed in a visible manner (outside windshield sunscreens, for example) on the dashboard at all times.

(q) **Use of Tobacco.** All units are designated as **NONSMOKING UNITS** until and unless a unit owners designate the unit as one in which smoking is permitted, by means of a sign posted on the back of the entrance door to the unit stating "SMOKING ALLOWED IN THIS UNIT".

7. **USE OF COMMON AREAS, AND OTHER FACILITIES.**

(a) **Accesses to Units.** Balconies, fire escapes, halls, stairways and walkways shall not be obstructed in any manner at any time. This is in compliance with the fire code and is for the protection of residents in case of fire or other emergency and will be strictly enforced. No one should dispose of waste, cigars or cigarettes over the railings.

(b) **Elevators.** These are for the use of residents and their guests. Use of the elevators to carry large packages, furniture and freight **must** be arranged with management in order that the car may be padded. Do not operate during lightning storms as most power failures occur at that time.

(c) **Exterior of Building.** No one may mount any object upon the exterior or roof of the building without approval of the Board of Directors in writing.

(d) **Swimming Pool. Everyone will swim at their own risk; there is no lifeguard on duty, as posted.** The use of the swimming pool is limited to owners, owners' guests and rental guests. All bathers are required to observe all posted regulations in order to comply with the requirements of public health authorities and to ensure the comfort and safety of all concerned. The bathing load of the pool is fifty persons and no more than this number may use the pool at one time. The pool is for the use of rental guests, owners in residence and the overnight guests of owners only. Neighbors, friends and family members of owners that do not live in the unit or are not staying overnight may not use the pool. Friends and family of employees may not use the pool.

All children under age 12 must be accompanied and supervised by a responsible adult.

(f) **Parking Lot, Tennis Courts and Beach:** The use of these areas is restricted to rental guests, owners and guests. Signs are posted to this effect.

8. **MANAGEMENT.** The management is employed to serve the, owners and rental guests, but the cost and quality of the service depends largely upon the cooperation of the owners and rental guests. **OWNERS WHO DO NOT USE THE ASSOCIATION'S RENTAL PROGRAM BUT RENT DIRECTLY TO THIRD PARTIES, ARE REQUIRED TO MEET ALL FLORIDA LEGAL REQUIREMENTS FOR SUCH RENTAL ACTIVITIES,** and all services to the rental guests (**excluding maintenance, for which there will be a charge by the Association to the owner**), such as providing keys, parking passes, housekeeping services, etc. must be handled by the owner.

(a) **Office.** The management office will be open "as posted". All requests for services or maintenance should be made to the office during regular business hours, **preferably in writing.**

(b) **Employees.** Personnel are to perform only such services as are made available to all residents and guests. All owners will be charged for services rendered. All personnel are compensated from the budget.

(c) **Housekeeping.** Housekeeping service will be provided to units utilizing the Management's Rental Program. Otherwise, housekeeping within units is the responsibility of the unit owner.

9. **RENTAL PROGRAM.** Management will provide rental services to all unit owners who request such services for renting their units. Although individual unit owners may reserve the right to perform their own rental services or may use off-premises rental agents of their choice, the **Management** is the exclusive on-premises rental agent.