PARTICULAR USE RESTRICTIONS, RULES AND REGULATIONS

9.1 **Applicability.** The provisions of the Article shall apply to Islander Village, but shall not apply to Declarant, any of its affiliates, contractors or subcontractors. If requested by any interested party, Declarant shall give a written statement as to whether any particular person or entity shall be exempt from the provisions of the Article and to which parcels and for what period of time such exemption shall exist.

9.2. **Nuisance.** No noxious, offensive or unlawful activity shall be carried on within Islander Village nor shall anything be done in Islander Village which may be or become an annoyance or nuisance to other Owners.

9.3 **Signs.** No sign of any kind shall be permitted on the Common Properties or any Parcel nor shall any sign be permitted that is visible from the outside of a Dwelling provided however, one "for sale" sign or one "owners name" sign, shall be permitted but such sign shall not exceed two square feet in areas. Notwithstanding such prohibition, no parking, restricted parking, speed and directional signs shall be permitted at the discretion of the Association and with the consent of the Declarant. All permitted signs shall, in all respects, be in accordance with rules and regulations promulgated by the Association. Notwithstanding anything herein to the contrary. Declarant shall be entitled to place signs of such size and design as Declarant shall determine upon any Lot or Parcel to advertise for sale or other purposes.

9.4 **Parking and Vehicular Restrictions.** Parking in Islander Village shall be restricted to the designated parking spaces within Parcels, i.e. **Garages and assigned parking spaces.** Except for temporary purposes in order to service Parcels or the Common Properties, no person shall park, store or keep any portions of Islander Village with any commercial-type vehicle (for example, dump truck, cement mixer truck, oil or gas truck), nor may any person keep any other vehicle on the Common Properties which is deemed to be a nuisance by the Board. No person shall conduct repairs (except in an emergency) or restorations of any motor vehicle within Islander Village. All vehicles shall be subject to height, width and length restrictions and other rules and regulations now or hereafter adopted by the Association.

9.5 **Animal Restriction**. No livestock, reptiles or poultry of any kind shall be raised, bred or kept on Islander Village property. Pets shall be prohibited from all portions of the Common Properties except where is designated by the Association. No more than two (2) domestic pets (i.e. dogs, cats, birds) shall be permitted for any parcel and the dwelling located thereon, and the total weight of such pets shall not exceed eighty (80) pounds. All pets must be controlled by Owners in strict accordance with the rules and regulations to be enacted from time to time, by the board.

Initials:_____

9.6 **Feeding of Stray Animals Prohibited**. No owner, tenant, occupant, guest or invitee shall feed, water, shelter or otherwise harbor stray, feral or unowned animals anywhere on the Association Property, including but not limited to common areas, limited common areas, sidewalks, parking areas, patios, porches or within a manner that attracts such animals. The placement of food, water or other attractants outdoors for the purpose of feeding animals not owned by the residents and is strictly prohibited. This includes leaving scraps, pet food or any edible material outside that may attract stray or feral animals. Any individual found in violation of this rule shall be subject to enforcement action by the Association, including by not limited to written warnings, fines, suspension of use rights and/or legal action as permitted by the Associations governing documents and applicable law. This Association reserves the right to remove any food, water containers or other items in violation of this rule and to take any necessary steps to prevent ongoing nuisance, unsanitary conditions, health hazards or property damage caused by stray animals.

9.7 **Garbage, Refuse and Sewage Disposal**. No portion of Islander Village shall be used or maintained as a dumping ground for rubbish. Trash and garbage shall not be kept except in sanitary containers or as required by the Association or applicable County ordinance. All equipment for the storage or disposal of such material shall be kept in clean and sanitary condition. No individual sewage disposal system shall be permitted in Islander Village.

9.8 **Temporary, Play and Auxiliary Structures**. No structure of a temporary character, trailer, basement, tent, shack, shed, barn or other outbuilding shall be built, installed or used in Islander Village at any time. No platform, doghouse, playhouse or similar structure shall be constructed in any part of Islander Village without the Committees' prior written approval. No outdoor clotheslines shall be permitted. No building fence, screen enclosure, wall or other structures shall be erected or maintained, nor shall any other exterior addition, change or alteration thereof be made, unless consistent with the general aesthetics of Islander Village and unless and until plans or specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted and approved in writing by the Committee.

9.9 **Alterations.** No improvement shall be altered or constructed in or removed from Islander Village except upon the written consent of the Committee.

9.10 **Outside Installation**. Satellite Dishes and Exterior Antennas. To the extent permitted by law and as otherwise approved by the Board, no exterior radio antenna, television antenna or other antenna of any type shall be erected or maintained in the Parcels or elsewhere on Islander Village unless approved by the committee. The Association may provide that a master antenna, cable television antenna or similar antenna for the use of Owners and Declarant may grant and hereby reserves an easement for such purposes.

Initials:_____

9.11 **Insurance Rate**. Nothing shall be done or kept within any parcel or Common Properties which will increase the rate of insurance on any properties insured by the Association without the approval of the Board, nor shall anything be done or kept within Parcels, or on the Common Properties which would result in the cancellation of insurance on any property insured by the Association or which would be in violation of any law. If an Owner does anything to increase the rate of insurance, said Owner shall be responsible for payment of the increased amount as a Special Individual Assessment in accordance with the terms hereof.

9.12 **Drilling.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted in or on Islander Village, nor shall oil wells, tanks, tunnels or mineral excavations or shafts be permitted. No derrick or other structure designed for use in boring for water, oil, natural gas or minerals shall be erected, maintained or permitted on or around Islander Village.

9.13 **Affordable Housing Limitations**. All Parcels within Islander Village are restricted by the limitations, including without limitation, restrictions on the sale and lease of the Parcel, imposed by the ground lease agreement.

9.14 **Maintenance of Islander Village**. No weeds, underbrush, or other unsightly growth shall be permitted to grow or remain upon the property within Islander Village and no refuse of unsightly objects shall be allowed to be placed or suffered to remain upon the property within Islander Village. All laws, landscaping and sprinkler systems and any property, structure, improvement and appurtenance shall be kept in good, safe, clean, neat and attractive conditions by the Association. During the course of construction of any kind within Islander Village, the owner of the property upon which such construction work is being done shall restore all construction materials, including equipment and vehicles, supervise all construction personnel and manage all phases of the construction in a manner reasonably designed to minimize traffic congestion, dust, noise and other similar distractions, disturbances and inconveniences. Excepted from the foregoing shall be any portion of the property within Islander Village owned by Declarant or its nominee through the period of construction of Parcels or other building or structures thereon. Upon the failure to maintain the premises as aforesaid to the satisfaction of Declarant or the Association, and upon the Association's or an Owners failure to take such correction within thirty (30) days of being given written notice by Declarant or the Association (which written notice does not have to be given by Declarant or Association in the case of emergency, in which event, Declarant or the Association may without any prior notice directly remedy the problem.) Declarant or the Association may, in furtherance of Declarant's overall plan for the development and uniform appearance of Islander Village, enter upon such premises and make such improvements or correction as may be necessary, the costs of which shall be paid by the Association or Owner having responsibility for such condition, as the case may be, or Declarant or the Association or their agents shall not be a trespass and by acceptance of a deed for a Parcel, such party has revoked. If any Owner or the Association fails to

Initials:_____

make payment within fifteen (15) days after request to do so by Declarant or Association, as appropriate, the payment requested shall be a lien in accordance with Special Assessment provisions hereof.

9.15 **Maintenance by the Owner.** The responsibility of each Owner to keep his Parcel in compliance with standards promulgated by Architectural Control Committee of the Board shall be as follows:

A. To maintain, protect, repair and replace at his own cost and expense, all portions of the Owner's Parcel (including the area lying directly beneath the Dwelling) together with all improvements and equipment located thereon, including the obligation to keep the driveway with the Parcels Limited Common Properties in a neat and clean condition, free of debris and trash, except and portions to be maintained, repaired and replaced by the Association. Such maintenance, protections, repair and replacement shall be done without disturbing the rights of the other Owners.
B. Not to modify or change the appearance or design of any portion of the exterior of any dwelling without the prior written approval of the association.
C. To report promptly to the Association any defect or need for repairs, maintenance or replacements for which the Association is responsible.

9.16 **Use of Land.** No improvement of any portion of Islander Village shall be used for any purpose other than residual consistent with the requirements of the Ground Lease Agreement; provided, however that temporary uses by Declarant, its affiliates and designees for model homes, sales displays, parking lots, sales offices and other offices, or any combination of such uses shall be permitted until Declarant shall determine that such use is no longer needed. No more than one dwelling structure may be constructed on a parcel. No auxiliary building of any kind shall be constructed within a Parcel.

9.17 **Exterior Colors.** The exterior colors of all improvements shall remain the colors initially established by Declarant, unless approved by Committee.

9.18 **Boats, Boat Trailers and Recreational Vehicles.** No boats, recreational vehicles and non-commercial trailers shall be parked within Islander Village.

9.19 **Laundry.** No balcony, porch or other exterior portion of a Parcel or Lot shall be used for the purpose of drying laundry, carpets or other items

9.20 **Fences.** No fencing of any kind, either permanent or temporary, shall be constructed without the prior written approval of the committee (such approval being based upon the rules and regulations as it may adopt from time to time).

Initials:_____

Additional Rules and Regulations of Islander Village:

1. Pool Rules:
    - Pool hours of operation are **8am to Dusk**. Please be courteous of your neighbors no matter the time by keeping noise to a minimum.
    - No Glass of any kind in the pool area.
    - Children under the age of **16** must always be supervised by an adult.
    - Pool gates must be closed and latched at ALL times.
    - Per the Monroe County Health Department, No Animals are allowed within the fenced of the pool area.
    - Take all trash with you when you leave the pool area.
    - Turn off the lights and fan and make sure bathrooms are locked when leaving the pool area.

2. Parking: Parking shall only be in legal parking spaces. **Vehicles shall NOT block gates, streets or sidewalks**. Specifically, cars parked in garages should not stick out over the sidewalk, or into the street. If your unit has a garage, you must park your vehicles in the garage. Otherwise, you will need to park your vehicle along 5th Avenue. Please advise ALL visitors to park along 5th Avenue.

3. All Pets must be on a leash at all times. Owner is financially responsible for any damage their pets may cause.

4. No animals are to be on porches unless the owner is at home, and the animal has access to the inside of the home. Additionally, no animals shall be left under homes.

5. No ball sports/play allowed in the street of Islander Village. Any damage caused by such activity shall be the financial responsibility of the child's guardian. That includes children that are guests of the owners on Islander Village Property.

6. Children may NOT be outside after dark unless accompanied by an adult.

7. In the event of a mandated hurricane evacuation, all owners agree to remove all perishable goods from their refrigerator/freezer. All porches and exterior areas of the units must be cleared of tables, chairs, plants and items that can fly away during the storm.

The Owner(s), _____ of Islander Village, Unit #_____ do hereby acknowledge that they have received, read and agree to abide by these Rules and Regulations and the Rules and Regulations within the Homeowners Association Declaration of the Islander Village Community.

Initials:_____

Residents further understands that should a violation of these rules occur, they will be provided with one (1) written warning. Upon the second violation Resident(s) shall be fined $50. Upon third violation Resident(s) shall be fined $100.

All fines shall be due to the to the Community Association Management Firm and made payable to: Islander Village Homeowners Association, within seven (7) days of written violation notice.

_____	_____
Owner Signature	Owner Signature
Date:_____	Date:_____
_____	_____
Board Member	Community Association Manager
Date:_____	Date:_____

Initials:_____