

**RULES COMMITTEE**  
**Listing of Rules Presently in the Documentation**

**GENERAL DESCRIPTION OF THE COMMON ELEMENTS:**

The common elements of THE VILLAGE ON ISLAND ESTATES, A CONDOMINIUM generally, consist of condominium property not included in the units or limited common elements, plus all tangible personal property required for the operation and maintenance of such property, which condominium property shall include but not be limited to, (a) the real property dedicated to condominium ownership pursuant to the provisions of the Declaration of Condominium of THE VILLAGE ON ISLAND ESTATES, A CONDOMINIUM, save and except the units and limited common elements appurtenant thereto, and all improvements created or installed thereon, (b) all easements and rights appurtenant thereto, such as easements for the furnishing of utility services, for the use of air space, for ingress, egress, support, maintenance, repair, replacement and utilities, (and for other purposes more fully set forth in paragraph 9 of the Declaration) and (c) other items more specifically indicated in paragraph 9 of the Declaration. The maximum number of units that will use the common elements shall be fifty-one (51). -Prospectus ¶VI, pg.6.

**RECREATIONAL FACILITIES:**

The recreation facilities which are part of the common elements include two (2) heated swimming pools with deck area surrounding each pool of approximately eight (8) feet in width.

The pools are contained in phases VI and XII of THE VILLAGE ON ISLAND ESTATES, A CONDOMINIUM, as indicated on the proposed plot plan of THE VILLAGE ON ISLAND ESTATES, A CONDOMINIUM, attached hereto as Exhibit "B" to the Declaration of Condominium. The pool in phase VI will be completed and ready for use on or before December 1, 1979. The pool in phase XII will be developed in conjunction with the construction of the residential units in phase XII, on or before July 1, 1984.

The swimming pool areas will consist of two (2) free form shaped swimming pools. Each swimming pool being 15' X 30' (m.o.l.). Each pool area, approximately 450 square feet, runs from a depth of 3'6" in the shallow end to 8'6" in the deep end and has a capacity of 20 persons. Both are heated. The pool deck for each pool is approximately 720 square feet (8' X 90') and will include four (4) tables, sixteen (16) side chairs and six (6) chaise lounges. The deck area has a capacity of 22 persons.

There are no recreational facilities or common elements of THE VILLAGE ON ISLAND ESTATES, A CONDOMINIUM that will be used in common with other condominiums. Prospectus ¶VII, pg. 6

**RESTRICTIONS UPON THE SALE, TRANSFER OR CONVEYANCE OF UNITS:**

THE SALE OR TRANSFER OF UNITS IS RESTRICTED OR CONTROLLED. Restrictions are placed on the conveyance, sale, and transfer of a unit owned by any owner other than the Developer (except that a sale, conveyance or transfer to the transferor's spouse shall not be restricted) by virtue of the provisions of paragraph 20 of the Declaration of condominium attached hereto as Exhibit "1". No owner may convey, sell, or transfer a unit without first notifying the Board of Directors of the Association in writing and seeking its approval of the transaction, such notification and approval procedure being detailed in paragraph 20 (a) of the Declaration. Paragraph 20 of the Declaration (pages 15 through 18 of Exhibit "1" to this Prospectus) should be consulted for a more complete text of these restrictions, including exceptions pertaining to Developer and mortgagees.

No owner may mortgage his condominium unit or any interest therein without the approval of the Association, except to a bank, life insurance company, a federal savings and loan association or a real estate investment trust. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld. (See paragraph 20(c) of the Declaration; page 18 of Exhibit "1" to this Prospectus).

Any transfer of a condominium parcel must include all elements thereof as aforescribed and appurtenances thereto, whether or not specifically described, including, but not limited to any limited common elements appurtenant to said parcel, the condominium parcel owner's share in the common elements and his Association membership. Ownership of common elements and the various memberships may not be separated from the unit. (See paragraph 21 of the Declaration; page 34 of Exhibit "1" to this Prospectus). Prospectus ¶ XI, pg. 9.

#### SUMMARY OF RESTRICTIONS:

A summary of specific restrictions regarding unit owners and use of the condominium property are as follows:

1. Each apartment shall be used only for the purpose of a single-family residence. Prospectus ¶XII, pg. 9
  - D. Condominium units may not be used for business use or for any commercial use whatsoever. By-Laws, Art. X, pg. 11
  - A. The condominium units shall be used for residential purposes only. By-Laws, Art. X, pg. 11

2. Common domestic pets, such as dogs and cats may be kept in the unit, provided however, that no pets shall be kept which might constitute a nuisance to other unit owners and any mess made by any unit owner's pet shall immediately be removed and/or repaired by the unit owner. Animals or pets shall not be tied to any portion of the common premises. All animals and pets shall be kept on a leash when outside of the individual unit in which they live. Prospectus ¶XII, pg 9

d. In the event any unit owner shall keep any pet (s) in or about the condominium unit, then it shall be the responsibility of said unit owner to maintain said pet (s) in such manner in a clean and sanitary fashion such as not to create a nuisance or health hazard to the condominium community. Any unit owner maintaining any dog or cat shall maintain said pet in accordance with the leash rules established for Clearwater and Pinellas County and shall remove any droppings left by said pet on the condominium property. Declaration ¶21, pg.15 to 17

3. No individual may do or keep anything which will increase the insurance rates, obstruct or interfere with the rights of others or annoy them. Prospectus ¶ XII, Pg. 9+10

o. The owner of a condominium parcel shall not permit or suffer anything to be done or kept in his unit which will increase the insurance rates on his unit, the limited common elements appurtenant thereto, or the common elements, or which will obstruct the rights or interfere with the rights of other members or annoy them by unreasonable noises or otherwise; nor shall an owner commit or permit any nuisances, immoral or illegal act in his unit or on the common elements. Declaration ¶21, pg.15 to 17

H. Common domestic pets, such as dogs and cats may be kept in the unit, provided however, that no pets shall be kept which might constitute a nuisance to other unit owners and any mess made by any unit owner's pet shall immediately be removed and/or repaired by the unit owner. Animals or pets shall not be tied to any portion of the common

premises. All animals and pets shall be kept on a leash when out side of the individual unit in which they live. By-Laws, Article X, pg. 11.

4. Each condominium parcel owner shall conform to and abide by the By-Laws and uniform rules and regulations adopted by the Association. Prospectus ¶ XII, Pg. 9+10

p. Each condominium parcel owner shall conform to and abide by the By-Laws and uniform rules and regulations in regard to the use of the unit and common elements which may be adopted in writing from time to time by the Board of Directors of the Association, and to see that all persons using owner's property by, through, or under him do likewise. Declaration ¶21, pg.15 to 17

5. Each condominium parcel owner shall allow the Board of Directors or the agents and employees of the Association to enter any unit for the purpose of maintenance, inspection, repair and / or replacement of the improvements within the units or the common elements, or to determine compliance with these restrictions, reservations, conditions and easements and the By-Laws of the Association. Prospectus ¶ XII, Pg. 9+10

q. Each condominium parcel owner shall allow the Board of Directors or the agents and employees of the Association to enter any unit for the purpose of maintenance, inspection, repair, or replacement of the improvements within the units or the common elements, or to determine compliance with these restrictions, reservations, covenants, conditions and easements and the By-Laws of the Association. Declaration ¶21, pg.15 to 17

6. No sign, advertisement or notices may be shown inside or outside and unit or common elements. Prospectus ¶ XII, Pg. 9+10

i. each apartment may identify its occupant by a name plate of a type and size approved by the Association and mounted in a place and manner so approved. Declaration ¶21, pg.15 to 17

j. No signs, advertising, or notices of any kind or type whatsoever, including, but not limited to , "For Rent" or "For Sale" signs, shall be permitted or displayed on the exterior of any apartment; nor shall the same be posted or displayed in such a manner as to be visible from the exterior of any apartment. Declaration ¶21, pg.15 to 17

7. No exterior painting of doors or buildings, or additions, such as screen doors, lighting fixtures, or any other item whatsoever, and no alteration may be made of any interior boundary wall, without the prior written approval of the Association. Prospectus ¶ XII, Pg. 9+10

e. Apartment occupants are reminded that alteration and repair of the apartment building are the responsibilities of the Association, except for the interior of the apartments. No exterior painting of doors or buildings, or additions, such as screen doors, lighting fixtures, or any other item whatsoever, and no alteration may be made of any interior boundary without first obtaining written approval of the Association. No reflecting device or materials may be used in any of the aforementioned areas. No solar or light altering materials may be added to any windows without Association approval, which would modify the exterior appearance of any unit. Declaration ¶21, pg.15 to 17

E. Common elements shall not be obstructed, littered, defaced or misused in any manner. By-Laws, Art. X, pg. 11

F. No structural changes or alterations shall be made in any unit, except upon approval of the Board of Directors. By-Laws, Art. X, pg. 11

8. Plumbing and electrical repairs within the unit shall be by licensed persons approved by the Association. Prospectus ¶ XII, Pg. 9+10

4. Condominium parcel owners shall make no repairs to any plumbing or electrical wiring within a unit, except by a licensed plumber or electrician authorized to do such work by the Board of Directors of the Association or its agent. Plumbing and electrical repairs within a unit shall be paid for and be the financial obligation of the owners of the unit, whereas the Association or its agent shall pay for and be responsible for repairs and electrical wiring within the common elements. Declaration ¶21, pg.15 to 17.

9. Exterior parking spaces and driveways may be used for parking passenger automobiles and station wagons only and shall be used in accordance with the rules and regulations of the Association. Notwithstanding the aforesaid, unit owner's automobiles and passenger vehicles shall be parked in garages contained within the condominium units. Prospectus ¶ XII, Pg. 9+10

a. All Unit Owner automobiles and passenger vehicles shall be parked only in garages contained within the condominium units. Guests shall park in the guest parking spaces so designated on the condominium plot. Designation of guest parking may be by separate letter or appropriate marking of the parking space or spaces by the Board of Directors. No cars shall be parked overnight in the private streets or in the limited common element driveways, Owner agrees to notify all guests of the regulations regarding parking, and to require guests to abide by such parking regulations. No boats, trailers, campers, golf carts, motorcycles, or vehicles larger than a passenger automobile will be permitted within the development of which the unit is a part and any such vehicle or any of the properties mentioned in the preceding sentence may be removed by the Association at the expense of the owner owning the same, for storage or public or private sale, at the election of the Association; and the unit owner owning the same shall have no right of recourse against the Association therefore. No repairing of automobiles, trailers, boats, campers, golf carts, or any other property of owner will be permitted outside the confines of the owner's unit. Declaration ¶21, pg.15 to 17

G. Parking spaces may be used in accordance with the allocations designated from time to time by the Association. By-Laws, Art. X, pg. 11

10. Laundry or clothing may not be displayed where it will be visible from the outside of the unit. Prospectus ¶ XII, Pg. 9+10

c. Each apartment occupant shall maintain his apartment in a clean and sanitary manner. Patios or porches shall be used only for the purposes intended and shall not be used for hanging of garments or other objects, or for cleaning of rugs or other household items. Each apartment occupant may provide his apartment with laundry and drying equipment, but no drying of laundry will be permitted outside of the occupant's apartment. Porches may be screened only in accordance with plans, specifications and materials, in all aspects, approved in writing by the Association. Declaration ¶21, pg.15 to 17

11. Each occupant shall maintain his apartment in a clean and sanitary manner and in good condition and repair and shall maintain and repair the fixtures therein and shall promptly pay for any utilities which are metered separately to his apartment. Common areas shall be used for the purposes intended. No articles being used by or belonging to the apartment occupants may be kept or place in such areas. Prospectus ¶ XII, Pg. 9+10

12. Garbage and trash shall only be disposed of in garbage disposal units and / or use of receptacles approved by the Association. Prospectus ¶ XII, Pg. 9+10

h. Disposition of garbage and trash shall be only by use of garbage disposal units, or by use of receptacles approved by the Association. Declaration ¶21, pg.15 to 17