

TOPSAIL VILLAGE CONDOMINIUM ASSOCIATION, INC.  
Walton County, Florida

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 in order to assure residents and their guests that the condominium property will be properly used for the benefit of all those persons. All residents are requested to cooperate in seeing that the regulations are observed.

The following words or phrases used herein shall have the following meanings:

"Association" means TopSail Village Owners Association, Inc.

"Board" means the board of directors TopSail Village Owners Association, Inc.

"Management" means a management company having a contract with the Association for the operation and management of the Condominium, the Association and the Condominium Property. For such time as there is no contract for management of the Condominium, the Association and the Condominium Property, the term "Management" shall refer to the member of the Board that has been appointed by the Board to oversee on behalf of the Board the operation of the Condominium, the Association and the Condominium Property. The appointment of such Board member shall be by majority vote of the Board.

Other capitalized terms used herein not otherwise defined shall have the same meaning as ascribed to them in the Declaration of Condominium for the Condominium.

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

Unit No. \_\_\_\_\_  
TopSail Village, a Condominium  
\_\_\_\_\_  
Santa Rosa Beach, Florida 32459

2. CONDOMINIUM LIVING. Condominium living requires that each resident regulate the occupancy and use of his unit so as not to unreasonably or unnecessarily disturb any other resident in the occupancy and use of his unit. All residents are required to use their units accordingly.

(a) Home-Office. Owners and residents are reminded that Use Restrictions in the Declaration provide that each of the Units may be used for residential purposes only; provided that home office use of Units shall not disqualify a Unit from being considered to be used for residential purposes so long as customers, clients or vendors do not come and go from the Unit.

(b) Rental of Part of Unit. Owners and residents are also reminded that Use Restrictions in the Declaration provide that only entire Units may be rented.

(c) Nuisances. Owners and residents are further reminded that Use Restrictions in the Declaration provide that no nuisances shall be allowed upon the Condominium Property, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. If the county sheriff's office is called for a disturbance either inside or outside a resident's unit, such is deemed a nuisance within the meaning of these Regulations. If a second nuisance of this type occurs, the Association may cause legal proceedings to be initiated against the offending resident and the Owner of the unit involved.

3. RESIDENTS, TENANTS AND GUESTS. The facilities of TopSail Village are for the use and enjoyment of residents, tenants of residents, as well as their house guests. Tenants are required to comply with these regulations the same as residents, and the house guests of tenants are subject to these regulations the same as the house guests of residents.

(a) As used in these regulations, "residents" means the person(s) who have legal title to the unit, as evidenced by the deed to the unit.

(b) As used in these regulations, "tenants" means the person(s) who are identified as tenants on the written lease (or memorandum thereof) of the unit.

(c) As used in these regulations, "house guest" means any person who stays in a unit, either during the day or overnight, and includes any and all visitors.

(d) Use of a unit by either residents or tenants is limited to four (4) persons who stay overnight. Four (4) persons means any combination of adults and children which totals four (4). For example, three (3) adults and one (1) child, or two (2) adults and two (2) children. In temporary hardship situations, the Board has the discretion to approve exceptions to this regulation for limited periods of time.

(d) Use of a unit by house guests of either residents or tenants is limited to two (2) persons per unit. House guests, in combination with the number of residents or the number of tenants may not exceed four (4) persons, which may be adults or children, as provided in 3.(d) above. In temporary hardship situations, the Board has the discretion to approve exceptions to this regulation for limited periods of time.

(e) Use of facilities by house guests will be permitted only to the extent of two (2) house guests per unit (who may be any combination of adults and children, as in the examples above), and provided that the residents or tenants of the unit involved are present while such guests use the facilities, and who shall be held responsible for acts of their guests.

(f) Violations of restrictions contained in the Declaration or these regulations by residents, tenants or their house guests which the Management deems infringes on the rights of other residents, tenants or their house guests can result in reasonable restrictions being imposed by Management on use of facilities, and can also result in fines being levied against the residents.

4. CHILDREN'S ACTIVITIES. Children are welcome in TopSail Village 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 equipment, the use of any common elements in the buildings for play areas, or any other conduct that will interfere with the quiet and comfort of the residents. Adult residents with whom children are living will be held responsible for the observance of these rules and regulations by the children.

5. SECURITY. All occupants will be responsible for their own security. The Association will not be providing security officers, or other special security measures on the Condominium Property. All occupants are expected to keep the doors to their Units locked at all times; to report solicitors on the Condominium Property to Management; and to report any suspicious appearing persons or incidents to Management.

6. USE OF UNITS AND PATIOS AND BALCONIES.

(a) Air conditioning. The Condominium is in a coastal environment, an area of high humidity which is conducive to the growth of mold. Mold is a naturally occurring organism. A failure to properly maintain portions of the condominium property including a unit, where mold is likely to grow, will contribute to the growth and accumulation of mold. All units are air conditioned. Windows and doors are to be kept closed. Not only is this an economically sound practice but will reduce admission of moisture from warm outside air and will help reduce the chance that dampness, mildew and mold will grow and accumulate in the unit.

(b) Decoration. No unit owner shall decorate any part of his unit or the building so as to change the appearance of any balconies except floors. This precludes the painting of any balconies except floors, illumination or the exterior of the building, display of plants or other objects upon balconies or railings or exterior window sills or ledges. Under no circumstances will containers be allowed that will permit water and/or plant fertilizers to soak through to the building floors and/or lower walls and railings. Any exception must be approved by the Management in writing.

(c) Equipment Failure. Equipment shall be used only for the purposes intended. Failure of any equipment shall be reported immediately to the Management regardless of the responsibility for maintenance in order that proper precautions may be taken to avoid damage of other equipment. Each unit

owner shall be liable for all damage caused by misuse of equipment by the residents or guests of the owner's unit.

(d) Fire Hazards. No article shall be stored nor any use made of any part of the condominium property that will constitute a fire hazard.

(e) Hanging of Objects. The hanging of bathing suits, clothing, rugs, towels or other items upon balconies or railings or from windows is prohibited; except any unit owner may display one portable, removable United States flag in a respectful way and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4 ½ feet by 6 feet, that represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, regardless of any declaration rules or requirements dealing with flags or decorations.

(f) Installations. Only such awnings, blinds, shades and sunscreen shall be used in balconies or windows as are approved by the Board.

(g) Maintenance and Repair. Unit owners are reminded that maintenance and repair of the condominium building is the responsibility of the Association except for the interior of the unit. As authorized by the condominium documents, the Board 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 insurance proceeds are available. 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 condominium documents. Occupants of units under sublease are reminded that the responsibility of maintenance and repair as between the lessor and lessee is established by their subleases. Regardless of the responsibility for maintenance and repair, it is recommended that need of such work be reported immediately to the Management which can be of assistance in obtaining prompt service. Service provided by the Management or Association staff for which the unit owner is liable will be charged to the unit owner.

(h) Noise. In order to assure the comfort of all residents, the playing of compact discs, radios, televisions, stereos and musical instruments must not exceed a reasonable volume at any time. This applies to all public areas as well as inside units. Between the hours of 10:00 P.M. and 10:00 A.M. the volume shall be kept at a level that cannot be heard outside the unit in which located. All residents and guests shall refrain from any activity that would disturb other residents.

(i) Pets.

(1) The keeping of a dog or other pet at TopSail Village is not a right of a unit owner but is a conditional license. This conditional license is subject to termination at any time by the Management upon a finding that a dog or other pet is vicious, is annoying to other residents, or has in any way become a nuisance, or is in violation of the conditions and restrictions set forth below. The owner of a pet assumes liability for all damage to persons or property caused by the pet or resulting from its presence at TopSail Village. Non-unit owners are not allowed to have pets of any kind.

(2) The conditional license for owners, is subject to the following conditions and restrictions:

(i) A pet may not weigh over 40 pounds.

(ii) A dog must be on leash at all times when outside of the owner's unit.

(iii) A dog must not be curbed at any place on the property of the condominium except such places as are time to time designated for such purposes.

(iv) As a courtesy to other residents and as a safety precaution pets are never to be left unattended in any public areas.

(v) It is the pet owner's responsibility to clean up after their pet.

(vi) Each pet must be registered with the Association. Pets that are required to have shots (dogs and cats) must provide the Association evidence that the pet's shot records are current, including but not limited to rabies; such evidence from the veterinarian must also indicate as to dogs, the dog's weight and if such evidence indicates that the dog's weight exceeds the limits permitted under this regulation, then the dog is not permitted on the Condominium Property.

(j) Signs. A resident may identify his unit by a name plate of a type and size approved by the Board and mounted in the place and manner approved by the Board. No other signs may be displayed in any manner. This prohibition includes placing "For Sale" signs anywhere on the Condominium Property, including but not limited to in windows or on doors, except that the Developer is permitted to place signs on the Condominium Property in an effort to complete the sale of its remaining unsold units.

(k) Use Restrictions. Residents are reminded of the restrictions upon the use of the condominium property that appear in the condominium declaration. The restrictions require, among other things, that a unit, except for commercial units, may be used only as a residence either permanent or transient. No nuisances shall be allowed nor any practice followed that is the source of annoyance to other residents or in violation of city, county, state or federal laws.

(l) Windows. This area is subject to sudden rainstorms without warning. 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 no one is to be in the unit. Failure to close windows and doors will render the unit owner liable for resulting damage.

(m) Keys. In the event a Unit Owner loses the key to his or her mailbox, there will be a fee to replace it, as set from time to time by the Board. Initially, the fee is set at \$50.00. Additionally, in order to enable Association Management to utilize its easement rights under the Declaration of Condominium, specifically, paragraph 3.C.(5) Easement to Make Repairs, keys to Units have been master keyed by Management. This enables Management to have reasonable access to Units in case of emergencies. Master keying means that a lock is keyed to 2 keys. One key is for the Owner and the other is for Association Management. If an Owner loses his key or believes that it has been otherwise compromised and therefore should be changed, Owners are required to contact Management to accomplish the change so that the master keying system remains intact. Re-keying Units through any procedure outside of Management control is strictly prohibited. After Management has provided one key to a Unit Owner, re-keying will be for a fee as set from time to time by the Board. Initially, the fee is set at \$85 and if a new cylinder or deadbolt is needed, the fee is \$135.

(n) Barbecue Grills. Barbecue grilling is a popular outdoor activity, but use of barbecue grills presents potential aesthetic issues as well as fire and smoke hazards which warrant the regulation of their use. Therefore, the following must be observed. For clarification purposes, balconies are upstairs areas, either front or rear, which are adjacent to second floor units. Patios are downstairs areas, either front or rear, which are adjacent to first floor units.

(1) No grills shall be operated on the front or rear patios because they present a risk of smoke damage and fire hazard. Use restrictions in the Declaration of Condominium prohibit the operation of grills on balconies, both front and rear. The places designated by the Board for operation of grills is in the ten (10) foot strip surrounding each building that is at least three feet away from a building, but not more than thirteen feet away from a building, and which is also grassy. Additionally, one or more grills have been placed on the Condominium Property for use by any Owner, resident, or Owner guest or tenant. Owners, residents, Owner guests or tenants who are occupying second floor units are strongly encouraged to use these Condominium Property grills rather than trying to own, store inside and operate their own grills.

(2) Grills may be stored only on rear patios. Grills shall not be stored on any balcony (front or rear) or on front patios.

(3) Grills that are rusty or broken in appearance are prohibited from being stored on either the patios or balconies. Those grills that appear to be in good condition are allowed to be stored only on rear patios; storage on balconies, whether front or rear balconies, is prohibited. This regulation has been adopted in the interests of having the Condominium property having an aesthetically pleasing appearance, and is not a regulation for safety purposes. Neither the Association, nor Management, regulates the safety of grills, because safety issues regarding a grill are the responsibility of each Owner, resident or their guests.

(o) Patios and Balconies. Patios and balconies may be used for recreational use only.

(1) Storage of any items is not allowed, except that grills that appear to be in good condition may be stored on the rear patios. This prohibition includes, but is not limited to, mops, clothes, blankets, ice chests, shoes, socks, and garbage cans.

(2) Only furniture designed for outdoor use and that appears to be in good condition may be used on patios and balconies. Items that appear to be rusty or broken, or deck chairs with torn or deteriorated webbing would not meet the appearance standard of "good condition". Furniture should be the approximate height of the rail and no furniture shall be permitted on balconies or patios that seriously detracts from the uniform appearance of the Condominium Property.

(3) No TV tables ashtrays with cigarette or cigar butts in them shall be left on a patio or balcony after the resident retires during the day or for the evening. All ashtrays must be left clean because the wind tends to pick up and blow ash and butts onto the patio or balcony or onto the grass next to the unit.

(4) Radios, tape decks or CD players used on patio and balconies must not be left outside when a residence is not using the patio or balcony area. This kind of equipment is not considered furniture that is designed for outdoor use and so it must not be left outside over night.

(5) Only one outdoor rug that appears to be in good condition may be used at the front door, no larger than 3 feet by 4 feet. Rugs that are torn or have frayed edges would not meet the appearance standard of "good condition".

(6) The examples above as to what does or does not meet the appearance standard of "good condition" are not the exclusive examples. In any event, the Board will have the final determination as to what does or does not meet the appearance standard of "good condition".

(7) This regulation has been adopted in the interests of having the Condominium property have an aesthetically pleasing appearance, and is not a regulation for safety purposes. Neither the Association, nor Management, regulates the safety of items an Owner, resident or guest may choose to place on a patio or balcony from time to time, because such safety issues are the responsibility of each Owner, resident or their guests.

## 7. USE OF COMMON ELEMENTS AND OTHER FACILITIES.

### (a) Walkways and Green Areas.

(1) Walkways are for ingress and egress to and from units and shall not be obscured. This precludes the leaving of any articles in these areas, including baby carriages, bicycles, garbage cans, supplies, ice and milk containers. This prohibition is in compliance with the fire code/insurance requirements and is for the protection of residents in case of fire or other emergency and will be strictly enforced.

(2) No skate boarding or roller blading is permitted on walkways.

(3) Walkways and green areas are part of the common elements and are cleaned at the expense of the Association. Residents are required to cooperate in keeping these areas looking attractive by refraining from disposing on or from these areas any waste of any kind, including cigars and cigarettes. Littering is prohibited. Putting cigarettes or cigars out in parking areas and walkways is considered littering when the cigarette or cigar butts are not removed to proper receptacle. Any litter found outside a unit shall be removed within 2 days of written notice of violation. Failure to comply will result in Management removing the litter, and charging the cost of removal to the offending unit owner. Provided, that if the particular unit has been the subject of more than two written violation notices (which constitutes being a repeat offender) no further notices need be provided and Management may simply remove the litter and charge the offending unit owner for the cost of removal.

(4) If any resident or tenant leaves a mattress or box spring anywhere on the Condominium property the owner of the associated unit will be charged for its removal. The cost of removal is estimated at \$200.00.

(b) Exterior of Building. No one may mount any object upon the exterior or roof of the building without approval of the Board in writing. No one may install or use any awnings, decoration, illuminations, plants or signs without approval of the Board in writing. United States flags may be

respectfully displayed; however, such mounting may not penetrate the exterior of the building; except any unit owner may display one portable, removable United States flag in a respectful way and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4 ½ feet by 6 feet, that represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, regardless of any declaration rules or requirements dealing with flags or decorations; provided, however, no penetrations of the exterior skin of the building are permitted in connection with the display of flags.

(c) Swimming Pools. The use of the swimming pools is limited to owners, their house guests or tenants and their house guests, as the case may be. All bathers are required to observe the following regulations in order to comply with the requirements of public health authorities and to ensure the comfort and safety of all concerned:

- (1) Pools may be used only during their posted hours.
- (2) All bathers must shower immediately before entering pools.
- (3) Bathers must remove suntan lotions, creams, and bobby pins before entering pools.
- (4) No food or drink may be consumed within a pool area. No glassware may be brought into a pool deck areas.
- (5) There shall be no running or shouting or boisterous games played within a pool areas.
- (6) Children under 12 years of age are not permitted within a pool areas unless accompanied by an adult who is responsible for children, and in any event, children with diapers of any kind, including but not limited to swimming diapers, are not permitted in the pools at all.
- (7) No dogs or other animals shall be allowed in a pool or other parts of a pool enclosure.
- (8) Any posted bathing load of a pool must be observed and no more than this number may use the pool at one time.
- (9) Pools are not guarded and all persons using the pools do so at their own risk.
- (10) Use of rafts or floats in the pools are prohibited.
- (11) The Pool located in front of Building 700 and 800 is an adult only pool, 21 years of age and older.

#### 8. PARKING AREAS.

(a) Parking areas are for use by residents or their guests for such personal vehicle or vehicles as are used by them for transportation purposes on a daily basis in order to assure that the parking areas will have an aesthetically pleasing appearance and that they will be available to residents and their guests as needed. Trailers, recreational vehicles, buses, motor homes, trucks and boats are to be parked off the Condominium Property. After a written request, Management may grant permission for temporary alternative parking on the Condominium Property because of personal hardship. In any event, parking areas shall not be used for general automotive maintenance or repairs, such as but not limited to general repairs or changing the oil. Further, vehicles that have been in accidents must have damage repaired within 30 days of receipt of written notice requiring repair or removal.

(b) In the interest of all Owners, residents and guests at the Condominium, the Board has adopted a policy of having vehicles towed that are not in compliance with these regulations. Before calling for a vehicle to be towed, the Management shall place a written notice of violation on the windshield of the vehicle stating that if the violation has not been cured by two days after the date of the written notice (except the period shall be 30 days in the case of a vehicle that has been damaged and is being required to be repaired), the vehicle will be towed and the cost of towing and release of the vehicle will be an expense of the vehicle owner.

(c) All residents and guests are required to have an identification sticker or card on the dash of their vehicle showing that they are either a resident or tenant (or guest of one of these) at the Condominium.

Identification stickers or cards can be obtained from Management and must be used immediately to avoid having a vehicle towed.

(d) No vehicle that is inoperable or has a flat tire shall be left on Condominium property for longer than two days after written notice of violation.

(e) All trucks with large pick up beds must park in the back and not in the front of buildings, unless the Management has previously confirmed in writing that the truck in question is small enough to fit within the spaces provided in front of the building.

9. MEETING NOTICES. A bulletin board will be located in a convenient location on the Condominium Property. Official notices will be posted there in compliance with Florida Statutes.

10. LEASES. Regulating tenant activities, in the same manner that the activities of Owners, other residents and their guests are regulated is in the interest of all Owners, residents and their guests. In order to achieve this goal, it is essential that tenants be aware of the Use Restrictions found in the Declaration as well as the Condominium Association Regulations and Master Association Regulations (collectively, the "Regulations"). Additionally, the following will apply.

(a) Lease Form. Owners are encouraged to use the lease form that has been promulgated by the Florida Board of Realtors regarding leasing in a Condominium because it takes into account that there are typically Declaration Use Restrictions and Regulations with which tenants are expected to comply. If the Florida Board of Realtors' lease form is not used, as a minimum, the lease form that is used shall contain an addendum that attaches a copy of the Declaration Use Restrictions and Regulations so that it is assured that tenants know in advance what the restrictions and rules are that apply.

(b) Copy of Lease to Management. Each Owner is responsible for, and is required, to have a copy of his tenant lease provided to the Management, along with the vehicle make and license number of the tenant's vehicle (hereafter "vehicle information"). Compliance is required as to each existing and each new tenant within five (5) business days after written notice is delivered to the Owner or tenant, as the case may be. Owners or tenants failing to comply within the required time shall not be issued a parking identification sticker or card and their vehicles are therefore subject to being towed. The best practice, which is strongly encouraged, is for Owners and tenants to have the copy of the lease delivered to Management as soon as a signed copy is available, together with required tenant vehicle information, and that the tenant be encouraged to meet with Management to obtain the required parking identification sticker or card so that towing will not become an issue. In any event, failure to provide such can result in an Owner fine.

11. TENANTS AND GUESTS COMPLIANCE WITH REGULATIONS & RESTRICTIONS. In order to assure that not only Owners, but also guests and tenants of Owners, are aware of and comply with the regulations and use restrictions applicable within TopSail Village, the following measures are being implemented. These measures are applicable to guests, short-term tenants and long-term tenants.

(a) Posting. Each Owner that will have guests, short-term tenants or long-term tenants using his or her unit shall be responsible for posting on the inside of the entrance door, or other conspicuous place in his or her unit, a current copy of the Declaration Use Restrictions and Regulations so that tenants and guests using the unit are aware of and comply with them.

(b) Attaching to Written Leases. In addition to posting the Declaration Use Restrictions and Regulations, the Association encourages each Owner to attach these to each long-term tenant's lease, as described in 10. above; and also encourages Owners to include a provision in the lease that makes it a tenant responsibility to pay any fines assessed against the Owner in case a tenant infraction results in a fine against the Owner.

(c) Owner Liability For Tenant Infractions. Guests or tenants that do not abide by the Declaration Use Restrictions and Regulations warrant recommending that their respective Owner being fined by the Association.

(d) Inspection. In the course of enforcing the Declaration Use Restrictions and Regulations, if an offender claims that he was unaware of the particular regulation or use restriction that is the basis for the infraction, the Association is authorized to enter the unit involved to determine if the Owner is in compliance with the posting requirements in 11(a) above. If the Declaration Use Restrictions and Regulations are not then in place, a presumption shall arise that the Owner is not in compliance. The presumption alone shall be deemed sufficient basis for recommending a fine against the

Owner where an Owner's guests or short-term tenants are involved. The Owner has the burden of going forward with evidence that overcomes the presumption. In the case of long-term tenants with written leases, if the Owner has attached a copy of the Declaration Use Restrictions and Regulations to the tenant's lease, the failure to post these inside the unit is excused. However, the failure of the tenant to comply with the applicable Declaration Use Restrictions and Regulations, whether a guest or tenant shall still be enforced by fine against the Owner. The offender's explanation that he was unaware of the regulation or restriction shall not be deemed an adequate excuse for the infraction, and such infraction shall be deemed sufficient basis for recommending a fine against the Owner.

(e) Tenant's Security Deposit. In instances where an Owner has included a provision in his tenant lease that allows for the Owner to charge the tenant for fines imposed on the Owner, and/or deduct them from a tenant's security deposit, the Association shall make a good faith effort to emphasize the importance that the tenant avoid further infractions so that further charges against them by the Owner can likewise be avoided.

12. VIOLATION OF REGULATIONS. It is in the interest of all Owners, tenants and their guests that all concerned comply with these regulations and that violations be appropriately and promptly dealt with. Violations can result in towing of vehicles, as provided above regarding vehicle violations, or may result in fines of up to \$100.00 per day, not to exceed \$1,000.00, as provided in the Condominium Bylaws. In the case of a violation that results in damage or extra expense to the Association, the Owner can be charged with such expense. Other legal proceedings, such as but not limited to suit for injunction may be initiated. In any legal proceedings regarding the enforcement of these regulations or Use Restrictions in the Declaration, the Association shall in addition to any other relief be entitled to recover its costs and reasonable attorneys fees.