

HOUSE RULES
THE ISLAND HOUSE APARTMENTS
2024
(Effective as of February 15, 2024)

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Summary of General Stockholder/Sublessee Responsibilities:**

Stockholders/Sublessees must:

- Provide Management Office with keys, contact information
- Notify Front Desk of extended absence
- Ensure unit is secure for extended absence
- Register and complete authorization form for all Guests
- Register all service staff
- Register and follow rules for all contractors and vendors
- Follow all guest, amenity (including pool), pet, noise rules
- Use assigned parking
- Use and protect FOBs
- Notify Management Office of any unit repairs to be done by outside vendor
- Obtain approval in advance for any plumbing work affecting building
- Obtain approval and provide COI for all vendors
- Provide advance notice of moving, furniture delivery
- Follow emergency fire/evacuation guidelines
- Notify Management Office for special assistance in emergency situations
- Call 911 in emergency (fall, etc.)

Stockholder/Sublessee Responsibilities for Guests:

All Guests, including Overnight Guests, must:

- Check in at Front Desk and be announced
- Obtain parking pass (if applicable)
- Follow all rules

Additionally, Overnight Guests must also:

- Be registered with the Office with a Guest Registration form, etc.
- Be approved by the Board for stays longer than 7 days if Stockholder/Sublessee is not in residence

Stockholder/Sublessee Responsibilities for Service Staff:

Housekeepers/home care aides:

- Must be registered with the Management Office with a Guest Registration form
- Must use service elevator for packages, laundry, etc.

Contractors:

- Must provide COI to Management Office
- Use service elevator
- Follow construction, noise and clean up rules
- Use designated parking

**-. This summary is for informational purposes only. Shareholders/Sublessees are responsible for knowing and abiding by all House Rules.

THE MANAGEMENT OFFICE IS RESPONSIBLE FOR THE ENFORCEMENT OF HOUSE RULES.

THESE RULES APPLY TO ALL STOCKHOLDERS, SUBLESSEES, AND THEIR RESPECTIVE FAMILY MEMBERS, GUESTS AND EMPLOYEES. STOCKHOLDERS/SUBLESSEES MUST MAKE SURE THAT THEIR FAMILY MEMBERS, GUESTS, AND EMPLOYEES FOLLOW THESE RULES. UNLESS OTHERWISE NOTED, THESE RULES APPLY TO ALL UNITS.

VIOLATIONS OF THESE RULES SHALL BE REPORTED TO THE GRIEVANCE COMMITTEE FOR INVESTIGATION AND RECOMMENDATION TO THE BOARD FOR APPROPRIATE ACTION, INCLUDING, BUT NOT LIMITED TO, THE IMPOSITION OF FINES, THE LIMITATION OR SUSPENSION OF RIGHTS OR STOCKHOLDER/SUBLESSEE PRIVILEGES, OR OTHER SANCTION AUTHORIZED UNDER THE PROPRIETARY LEASE OR APPLICABLE LAW.

DEFINITIONS

Unless otherwise stated, all terms used herein shall have the same meaning as set forth and defined within The Island House Apartments, Inc.'s Proprietary Lease, By-Laws and Articles of Incorporation.

The term "Association" means The Island House Apartments, Inc.

The term "Stockholder" means the individual(s) or entity identified on a Proprietary Lease as the Lessee of a Unit within the Island House.

The term "Sublessee" means any individual who sublets a Unit from a Stockholder pursuant to section N of the Proprietary Lease.

The term "Family Member" means a spouse, domestic partner, sibling, parent, grandparent, child, or grandchild of a Stockholder (or such spouse's, parent's, grandparent's, child's, or grandchild's spouse, domestic partner or children). If the Stockholder is an entity, "parent" or "grandparent" shall mean the parent or grandparent of the entity's principal(s) and "child" or "grandchild" shall mean the child or grandchild of the entity's principal(s).

The term "Guest" mean a Day Guest or an Overnight Guest.

The term "Day Guest" means individuals sponsored by a Stockholder/Sublessee, and who are present for the day only, without overnight stay in any Unit when the Stockholder/Sublessee is in residence.

The term "Overnight Guest" means individuals who are sponsored by a Stockholder/Sublessee and stay overnight in a Unit, whether the Stockholder/Sublessee is in residence or not.

The terms "Guest," "Day Guest," and "Overnight Guest" do not include a Family Member.

The term "FDR" means the Front Desk Reception.

The term "Unit" refers to an apartment or a cabana.

The term "Common Areas" means all areas within Island House accessible to Stockholders/Sublessees that are outside of a Unit, including, but not limited to hallways and Island House common facilities (i.e., pool, gym, beach, receiving area, and laundry rooms).

PROPER DECORUM

All Stockholders, Sublessees, Family Members, and Guests shall, at all times while at Island House, conduct

themselves with the proper decorum.

All Stockholders, Sublessees, Family Members, and Guests shall treat all individuals at Island House with respect.

Confrontational, threatening, or abusive conduct (whether written, verbal, or physical) by a Stockholder, Sublessee, Family Member, or Guest directed at or to any other individual at Island House shall be deemed "objectionable conduct" as referenced in the Proprietary Lease, at page 6, paragraph G.

Any Stockholder, Sublessee, Family Member, or Guest accompanying any child under the age of 16 while at Island House shall be responsible for ensuring that such child conducts himself or herself in accordance with the above.

GENERAL BUILDING RULES

RIGHT TO ACCESS TO UNITS

Pursuant to Florida law (FS § 719.104), the Association has the irrevocable right of access to each Unit from time to time during reasonable hours when necessary for the maintenance, repair, or replacement of any structural components of the building or of any mechanical, electrical or plumbing elements necessary to prevent damage to the building or to another Unit. All Stockholders shall ensure that the management office is provided with a key to the Stockholder's Unit (or security code, if applicable).

NO COMMERCIAL USE OF UNITS

As a residential apartment building, Island House does not allow the use of Units for commercial business purposes. As such:

1. The use of an Island House Unit for business must be clearly incidental. No business clients or commercial visitors will be allowed.
2. Island House visitor parking must not be used for the purpose of accommodating visitors to a business conducted by a resident in an Island House Unit.

MAINTENANCE WITHIN UNITS

The Proprietary Lease provides that: "lessee shall keep and maintain the interior of a Unit in good repair, etc." Nevertheless, it has been the policy of the Association to make such repairs as are within the scope of Island House personnel as outlined below. The Association will be responsible for the cost of repair and maintenance of the following in each Unit, with the exception of the repair and maintenance having been necessitated by the intentional or negligent actions of the Stockholder or anyone occupying the premises under his/her authority:

- a. air conditioning units, including standard thermostats,
 - b. plumbing pipes (to the wall),
 - c. electrical wiring (to the wall), and
 - d. electrical plug-in outlets and original lighting fixtures on the balcony.
1. Any request by a Stockholder for repairs shall be submitted to the management office using the approved form (available on the IH website).
 2. All Management Company employees are hired by and remain under the direction of the Management Company. They are all assigned to specific duties and may do no other work during working hours unless they have a work order issued by the management office. No non-Association work shall be performed by Management Company employees in any Unit without a Stockholder first executing the approved hold harmless agreement (available in the

management office or on the IH website) and submitting such document to the management office. Management Company employees may, but have no obligation to, perform work for Stockholders in their off hours.

3. Plumbing repairs that require the water to be shut off need to be scheduled with the management office at least 72 hours in advance. Shutting off the main water supply will impact other Units in the stack, and they need to be notified in advance.

BALCONIES

1. Insect screening and other types of enclosures must be approved by the Board before installation.
2. Carpeting is not permitted on balconies or ground floor decks.
3. Balconies may not be used for storage.
4. Airing or drying of any clothing or linen on balcony railings is prohibited.
5. Washing of balconies and watering of plants with excessive water is prohibited (example: hose, bucket).
6. Cooking on balconies is prohibited by law, except on an electric, portable, tabletop grill with a cooking surface no larger than 200 square inches, as provided for in Section 10.10.6.1.1 of the National Fire Prevention Act, as amended in 2018.

STORAGE AREA

Attic Storage Bin:

1. Every apartment is assigned one storage bin located on the floor above the PB floor, also known as the attic floor. A storage bin will be assigned on the closing day or day of purchase of the apartment. Cabanas are not eligible for an attic bin.
2. Flammable materials and liquid may not be stored in your attic bin. Prohibited items include, but are not limited to oil paint, turpentine, gasoline, and other flammable liquids.
3. Wood items attract termites and shall not be stored in this area.
4. The PB floor is not a climate-controlled floor. It is exposed to warm, humid, and salty air.

Laundry Room Cage:

1. These cages are located in the laundry rooms on floors 2 through PA.
2. A Stockholder is NOT automatically assigned a cage, but may request one by completing a request form at the management office. The Stockholder's name will then be placed on the waiting list on a first come, first serve basis. A Stockholder may only have one cage per apartment. Cabanas are not eligible for a laundry cage. There is no assurance that a laundry room cage will be available on the same floor as the apartment.
3. When a laundry cage becomes available, and the Stockholder agrees to take the cage, a "Temporary Assignment for Exclusive Use of Laundry Room Bin" form will need to be signed by the Stockholder and Board president. When signed, the Stockholder must pay a \$600, refundable deposit for exclusive use of the cage. Any damage to the cage will be deducted from this fee.

4. Laundry room bins do not transfer with the purchase/sale of an apartment. Laundry storage cages are relinquished to the management office when no longer desired for use by a Stockholder or upon sale of the apartment.
5. Stockholders/Sublessees are responsible for cleaning, maintaining, and securing their personal belongings inside the cage. Stockholders/Sublessees are responsible for purchasing their own lock.
6. The Association is responsible for repairing the cages, unless damaged by negligence or misuse by the Stockholder/Sublessee.
7. Personal items may not be stored on top or anywhere else outside of the cage within the laundry room.
8. The Association is not responsible or liable for the loss, theft, or damage of items inside the storage cages.

NOISE

1. Noise from Stockholders/Sublessees, Family Members and Guests should be moderated so as not to adversely impact the personal enjoyment of other residents within their Unit or balcony at all times.
2. TVs, audio visual devices, speakers, musical instruments and other audio noise must always be kept to a reasonable level so as to not be heard outside of a Unit.
3. Quiet hours are from 11 p.m. to 9 a.m.
4. Vacuum cleaners, in-apartment washers/dryers and exercise equipment should not be used between 9 p.m. and 9 a.m.
5. Furniture should not be moved between 9 p.m. and 9 a.m.

FLOOR COVERING

1. Sound proofing is required under all hard surface flooring including marble, stone, tile and wood inside a Unit.
2. Sound proofing materials must be approved by the management office prior to installation. Please refer to the Maintenance section.
3. If excessive noise is disrupting neighbors, the Stockholder may be required to place carpeting, area rugs or upgraded sound proofing materials on the offending area, up to 75% of the square footage of the Unit.
4. Soft-soled shoes are recommended to be worn in a Unit.
5. To minimize the noise when moving furniture, use of sliders/gliders on furniture legs is required.

KITCHEN EQUIPMENT

1. Always use the kitchen hood fan when cooking on the surface burners.

2. Clean the filter above the stove monthly to prevent the collection of grease with resulting fire hazard.
3. Do not pour grease of any kind down the kitchen sink. Collect grease in a discarded can or plastic container and freeze before depositing it in the refuse chute.

AIR CONDITIONER – HEATER

1. The thermostat must be turned off when doors and windows are open, to prevent condensation and moisture damage to the walls. Sliding doors and windows must be closed when air conditioning is on.
2. If you are leaving your Unit for more than 3 days, the thermostat in your Unit must be set to no lower than 77 degrees.

FRONT DESK/SECURITY

There is a FDR on duty and camera surveillance at the front, service and pool entrances 24 hours a day. The FDR controls entry through Island House gates and into the building. FDR personnel may not perform personal services that may take them away from their post.

1. When leaving the building overnight, or for a longer period of time, Stockholders/Sublessees must advise the FDR who will enter this information in the register. Upon return of the Stockholder/Sublessee, the FDR will enter the information in the register.
2. The management office must have a current telephone number, email address and emergency contact number on file for all Stockholders/Sublessees at all times.
3. The FDR will contact and secure approval from the Stockholder/Sublessee before permitting a Day Guest, personal worker (such as a housekeeper, home health aide/companion, pet sitter) or tradesman of a Stockholder/Sublessee to proceed to an apartment. Notwithstanding the foregoing, a Stockholder/Sublessee may provide prior written direction to the FDR to allow a Guest or a registered personal worker access without the FDR first contacting the Stockholder/Sublessee.
4. Any contractor, vendor or personal worker of a Stockholder/Sublessee must sign in and out with the FDR or Receiving Desk every time he/she visits Island House.
5. All non-Shareholder/Sublessee vehicles must be registered with the FDR (vehicle type and license plate number). A temporary parking pass will be issued that will include the beginning and ending dates.
6. Report any suspicious person or incident to the FDR or the management office.
7. Emergency exits must never be propped open or otherwise prevented from securely closing.
8. An Overnight Guest or personal worker of a Stockholder/Sublessee must receive any key needed directly from the Stockholder/Sublessee to access the Unit. Unless otherwise instructed in writing by a Stockholder, the office will NOT provide the emergency key to any Guest or personal worker of a Stockholder/Sublessee. The Association will not be liable for any transaction of keys between Stockholders/Sublessees and their Guests or their workers.

FOBS

1. The front gate, receiving area, pool, beach, and gym (included within the Common Areas) are restricted via locked doors/gates that may only be accessed via use of a FOB.
2. Stockholders/Sublessees are provided with two FOBs per Unit. All persons are required to use a FOB to pass through these access points.
3. Stockholders/Sublessees may obtain up to two additional FOBs for a fee.
4. FOBs may only be given by a Stockholder/Sublessee on a temporary basis to a Family Member, a registered Guest or a registered personal worker.
5. Stockholders/Sublessees must immediately report the loss of a FOB to the management office for deactivation.

RECEIVING ROOM/REGISTERED WORKMEN/SALESPEOPLE/VENDORS

The receiving room is open with an attendant, from 8:30 AM to 4:30 PM weekdays. Shopping carts and luggage carts are available for use by Stockholders/Sublessees, their Guests, Family Members, and registered personal workers. All shopping and luggage carts must be used only in the service elevator and must be promptly returned to their original location or placed inside the service elevator.

1. Moving vans and delivery trucks may not be loaded or unloaded on Saturday or Sunday. No such activity may take place before 8:30AM or after 4:15PM and, to the extent possible, all such activity must be supervised by Management Company employees.
2. The receiving room attendant will notify Stockholders/Sublessees of all deliveries (by email or by phone).
3. Valets may assist only with loading and unloading of day-to-day items or luggage for travel, but they cannot assist with move in, move outs, or large deliveries from third party companies.
4. When expecting the arrival of service people, Stockholders/Sublessees must notify the management office at least two business days prior to arrival or as soon as feasible in the event of an emergency. The management office will record the name of the company and the anticipated time of arrival and will determine whether a Certificate of Insurance will be required.
5. All delivery companies, contractors, tradesmen, and workers must comply with Island House requirements relating to certificates of insurance and other documentation.
6. The management office shall make available on the website or in writing a pre-approved list of plumbers and electricians whom a Stockholder/Sublessee may engage immediately for a plumbing or electrical (excluding air conditioning) emergency that occurs when the management office is closed.
7. No solicitors or salespersons are permitted in the building except by individual appointment with a Stockholder/Sublessee.
8. Stockholders/Sublessees should direct all vendors, tradesmen and workers to use the receiving room entrance at all times. Vendors, tradesmen and workers who come to the FDR will be redirected to the receiving room entrance. A vendor who is meeting with a Stockholder/Sublessee

for the first time (but not undertaking any work in an apartment) shall use the front entrance and register with the FDR. Thereafter, the vendor shall use the receiving room entrance.

9. The receiving room attendant will register the vendor, tradesman, or worker, confirm his or her identity and secure telephone approval from the Stockholder/Sublessee before allowing the vendor, tradesman, or worker to proceed to the Unit. The receiving room attendant is not authorized to allow a vendor, tradesman, or worker entry to a Unit without the Stockholder/Sublessee or unit representative being present.
10. Unless previously approved by the management office, registered vendors, tradesmen, and workers are only permitted to work in the building Monday through Friday from 8:30 am to 4:15 pm.
11. All vendors, delivery persons, tradesmen, and workers must use the service elevator at all times and are only allowed access to the work area.
12. All vendors, tradesmen, and workers must park their vehicles in the visitors' lot.
13. The building is closed to all vendors, tradesmen, and workers on legal holidays, except in case of an emergency approved by management.

STAIRWAYS

There are three emergency exit stairways located at the far end of every residential hallway. They are marked with illuminated exit signs. All Stockholders/Sublessees, Family Members, Guests, personal workers, employees, and any other individual within the building must use these stairways in the event of a fire or other emergency, as the elevators will not be available. Stockholders/Sublessees must familiarize themselves (and must ensure that their Family Members, Guests, and personal workers familiarize themselves) with the exit doors, signage, stairways and emergency exit procedures. Stairways are primarily fire exits. They are located near the end of each wing. Locations are marked with illuminated exit signs.

1. For security reasons, the stairway doors at ground level are locked from the outside but open from the inside. These exits should never be used, except in an emergency.
2. The doorway on the ground floor that leads to the receiving area is **not** an emergency exit.
3. It is a violation of fire laws to store items on the stairways or in the areaways leading to the stairways. If any items are found in these areas, they will be removed by Management Company employees.
4. Emergency exit doors are to remain closed at all times. The doors are alarmed and notify the FDR whenever a door is open. There is a door alarm sensor that will activate when the door is opened and will deactivate once the door is securely closed.
4. The doors between the Second and PB floors are not locked, and the stairways may be used to go between floors.

FIRE ALARM SYSTEM

All Common Areas and each Unit are equipped with mandatory NFPA fire alarm systems. The Unit must be vacated if voice instructions to do so are given over the speaker system. Please report any malfunction to the management office. The speaker system is for the exclusive use of the Fire Department during an emergency. The system will communicate an "all clear" at the end of the emergency. Notify the management office if there are any special needs.

1. When instructions to vacate have been given by the management office, use emergency stairwells located at the end of each hallway to exit the building.
2. Each Unit is equipped with required smoke/fire detectors installed by licensed professionals hired by the Association. These items may not be disconnected, removed, replaced or relocated.
3. The Board strongly recommends that each Unit have a working fire extinguisher.
4. There are fire extinguishers located by the emergency stairwell doors on every residential floor.

ELEVATORS

1. There are two passenger elevators and one service elevator.
2. Passenger elevators are for the use of Stockholders/Sublessees, Family Members, Guests, and personal workers (i.e., housekeepers, home health aides) only.
3. The following must be transported using the service elevator only: pets, laundry, golf clubs, furniture, luggage carts, grocery carts, bicycles, scooters, and other bulky items. Electric bicycles and electric scooters may not be brought into the building.
4. Vendors, delivery persons, tradesmen, and workers must use the service elevator.

PARKING

1. Each apartment is entitled to one reserved uncovered primary parking space, which is assigned by the management office based on a Stockholder's continuous seniority tenancy.
2. Stockholders who prefer a covered primary space in place of the assigned uncovered space should complete the appropriate request form available at the management office and will be placed on the waitlist for a covered space. When a Stockholder accepts a primary covered parking space, he/she forfeits the previously assigned uncovered space. Stockholders who have assigned covered parking spaces must reimburse Island House for all yearly expenses related to maintaining, cleaning, repairing, and hurricane storage. Those Stockholders equally share the expense. The pro rata amount for the year will be placed on the Stockholder's account ledger and must be paid in full when the next quarterly maintenance fee is due.
3. Secondary parking spaces may be requested and will be assigned first to those on the waitlist subject to availability based upon the Stockholder's seniority in a continuous lessee tenancy. There are a limited number of designated uncovered secondary parking spaces available to Stockholders.
4. A second covered parking space will not be issued.
5. The Board may at any time, for good reason, rescind the approval for a second reserved parking space and upon such rescission, the Stockholder's right of use will be terminated.
6. The seniority rights of a Stockholder will cease and will not be transferred to a new Stockholder, whether by sale, gift or demise of the stock or transfer of the Proprietary Lease. Notwithstanding, seniority rights will continue in the event of:
 - a. transfer of stock from an individual Stockholder to a Family Member,

- b. appointment of a new trustee if the Stockholder is a trust, or
 - c. transfer of 100% of the ownership of an entity that is a Stockholder.
7. No commercial vehicle, tractor, trailer, motor home or boat shall be parked in any assigned parking space.
 8. The visitors parking spaces in the lower parking lot are only for passenger vehicles, registered golf carts and vehicles registered to authorized vendors, contractors, tradesmen, and workers. Visitors parking spaces are available on a “first come first serve” basis. Overnight parking for a vehicle registered to a vendor, contractor, tradesman or worker is prohibited.
 9. No tractor, trailer, motor home or boat shall be parked anywhere on the premises.
 10. Registered golf carts may be charged, but not left overnight at the three charging stations adjacent to the front gate.
 11. The Association reserves the right to charge an electricity usage fee for any registered golf cart.
 12. No Stockholder/Sublessee may park in a parking space assigned to another Stockholder/Sublessee unless authorized (i) in writing by the Stockholder/Sublessee assigned that parking space or (ii) through such other process authorized by the Board. A copy of the written authorization shall be provided to the management office or FDR. Any vehicle or golf cart parked in an unauthorized space or unauthorized area is subject to being towed at the expense of the Stockholder/Sublessee. Neither Island House nor its officers, directors, or agents will be liable for damages or fees of any kind as a result of a vehicle or golf cart being towed.
 13. Visitors may only use the visitor parking spaces at the west wall of the lower parking lot unless authorized (i) in writing by a Stockholder/Sublessee to park in a parking space assigned to that Stockholder/Sublessee, or (ii) through such other process authorized by the Board. A copy of the written authorization shall be provided to the management office or FDR.
 14. Stockholders/Sublessees are responsible for maintaining their vehicles and golf carts. A Stockholder’s or Sublessee’s failure to maintain a vehicle or golf cart which causes damage to the Association’s property will be required to reimburse the Association for any repairs to the property.

PETS

1. Not more than one pet per apartment is permitted, and this pet is not to exceed 25 pounds (Service Animals and Emotional Support Animals, as defined under applicable law, are not considered pets). A Stockholder who owned more than one registered pet or a pet exceeding 25 pounds as of November 2, 2022, and deemed grandfathered pursuant to the resolution passed on November 9, 2022, shall retain grandfathered status as to those registered pets.
2. All pets, Service Animals, and Emotional Support Animals must be registered with the management office, and proper documentation provided. Owners must provide the management office with updated vaccination certificates as they expire. A photograph of each pet, Service Animal, and Emotional Support Animal is also required.
3. All necessary steps should be taken to ensure that a pet, Service Animal, or Emotional Support Animal does not become a nuisance to others. Pets should not be left unattended on balconies.
4. All pets, Service Animals, and Emotional Support Animals must be kept on leashes and under control of a responsible person while in the lobby and in all interior and exterior Common Areas of Island House.

5. Pets are not permitted in the swimming pool, on the upper or lower pool decks, or on the south lawn. Pets on the beach are a violation of the Village of Key Biscayne ordinances.
6. Pets, Service Animals and Emotional Support Animals may only be walked on the north lawn. Owners/designated walkers are responsible for cleaning up and depositing the waste in the designated receptacle located on the north lawn. Owners/designated walkers are similarly responsible for cleaning up for any transgression in any other area of Island House.
7. Guests are not permitted to bring pets to the premises.

LAUNDRY ROOMS

1. There are laundry rooms on floors 2 through PB for Stockholders/Sublessees, Family Members and Guests to use.
2. Laundry room hours are from 8:30 a.m. through 9 p.m.
3. A smartcard is used to operate washers and dryers. Stockholders/Sublessees can purchase one using a debit or credit card at the kiosk located in the receiving room.
4. Signs are posted on the wall above the washer and dryer, with directions for use.
5. Washing machines must be cleaned and wiped free of any detergent or fabric softener spills after each use.
6. Washing machines may not be used to wash oversized items such as rugs or large heavy comforters.
7. Clothes must be promptly removed from washers and dryers at the end of the cycle to allow others to use the equipment.
8. Lint and softener sheets must be removed from the lint trap located in the dryer door after every use. There is a small trash receptacle located in the laundry room for throwing away lint and softener sheets.
9. The sink and folding areas must be cleaned and clear of personal items after each use.
10. All laundry items, such as drying racks, ironing boards, mops, soaps, etc. must be kept in a storage bin or Unit when not being used. They may not be stored in the laundry room.
11. Except for cages, laundry rooms are not to be used for storing personal items.
12. Any malfunction of the laundry room equipment should be reported to the FDR.

WASTE DISPOSAL/RECYCLING

The waste removal company fines Island House for all materials improperly recycled. Stockholders/Sublessees, Family Members, and Guests are responsible for reviewing the guidelines posted in each laundry room.

WASTE DISPOSAL

1. A trash chute is used for disposing of waste that is not part of the recycling program.
2. All household trash other than recyclable goods must be placed in a garbage bag no larger than 13 gallons and deposited into the chute. All trash placed in the chute must be in a closed bag. Do not force oversized trash bags into or down the chute as this may damage or clog the chute.
3. Powdery materials (such as flour and vacuum cleaner dust) must be placed in a double sealed plastic bag before putting it in the trash chute.
4. Any oversized trash must be placed on the floor outside the trash chute for Management Company personnel to handle. When large quantities of such items are left, FDR must be notified to arrange a special pick-up of the items.
5. Unwanted items may not be left in the receiving area, trash compactor room or other common area. These items must be removed from the premises by the Stockholder/Sublessee. Any pickup for such items must occur Monday - Friday, 8:30am-4:15pm.
6. Personal belongings may not be left in the receiving area or on the receiving ramp. Items left in those areas will be removed and disposed of at the discretion of the management office. Island House is not responsible for items left in the receiving area or receiving ramp.
7. It is prohibited to place hazardous or flammable material in the trash chute.
8. Only Management Company employees are permitted to access the main trash room on the first floor.
9. Stockholders/Sublessees must ensure that their contractors remove all trash and recycling from the premises. They may not dispose of their trash in Island House waste bins, laundry rooms or Island House dumpsters.
10. For Units on the ground floor, bagged waste must be placed adjacent to the green waste container located on the receiving ramp for Management Company employees to dispose of inside the green waste containers.

RECYCLING

1. Miami-Dade County requires multifamily residences to recycle; it is mandatory.
2. Recycling material must be placed in the blue bins located in every laundry room. There are signs on each bin indicating the specific types of item that may be placed in the bin.
3. Never place recyclable items in a trash bag. They need to be placed individually in each bin.
4. For ground floor Units recycling containers can be placed in the receiving room for Management Company employees to properly dispose of inside the green recyclable container.
5. Recyclables must be washed and clean of food and liquid before being placed in the bin or it

will not be recycled but placed in a landfill.

6. Cardboard boxes must be broken down (flat) and should be placed in the designated bins in the laundry room. Oversized broken down boxes that do not fit in the bin should be left on the floor adjacent to the bin. When oversized or overflow items are left on the floor, FDR must be notified to arrange a special pick-up of the items.

PROCEDURES FOR ABSENCE DURING THE HURRICANE SEASON

Hurricane season begins on June 1st and ends on November 30th. Every Stockholder/Sublessee is expected to have their own hurricane plan in the event they have to evacuate Key Biscayne. Hurricane Guides are available at the management office and on the website (<https://www.islandhouseapts.com/>).

1. Units vacated for more than 1 week during hurricane season, June 1st to November 30th, must be left hurricane ready. All porch furniture and other moveable objects must be removed from balconies before leaving. All doors and windows must be locked. Small balconies located on the 08 and 09 lines must have their hurricane shutters locked in the down position.
2. When a hurricane warning, tropical storm warning, or other wind event warning is issued, all personal items and furniture located on balconies and terraces must be brought inside regardless of whether your hurricane shutters are secured. All doors and windows must be locked. Small balconies located on the 08 and 09 lines must have their hurricane shutters locked in the down position.
3. Air conditioners should be turned off.
4. If a balcony is left unprepared in the event of a hurricane warning, tropical storm warning, or other wind event, Management Company employees will remove items from the balcony, if time permits. A service fee of \$100.00 will be charged for this service.
5. Remove privacy shields and have privacy rollup shutters in the open (up) position until the warning has been lifted.
6. Keys to all apartments and autos in the back (lower) lot must be in the management office along with contact information. Vehicles parked in the lower parking lot may be temporarily assigned another parking space on higher ground until the storm and flooding have subsided.
7. Empty the freezer and refrigerator of all perishables.
8. The management office and Management Company employees are responsible for Common Areas only. Stockholders/Sublessees are responsible for their Units and their possessions.
9. During the Stockholder's/Sublessee's absence, Management Company employees shall check Units for leaks or other conditions that could result in damage to lower Units.

GENERAL POLICIES REGARDING SUBLEASES

Pursuant to the terms of the Proprietary Lease, The Island House Apartments, Inc. was incorporated with the intent that the Stockholders have the right, subject to the approval of the Board of Directors, to lease and occupy apartments in the Island House according to the terms and conditions of the Proprietary Lease and Bylaws. Subleasing of any apartment, as well as extensions of any sublease, is subject to the approval of the Board.

1. Advertising, listing, or placing any Unit on Airbnb, VRBO, or other similar service is strictly prohibited.

2. All subleases must be for a minimum period of six months and one day (“Minimum Sublease Period”). Subleases are subject to a maximum of two years and four days continuous occupancy (the “Maximum Sublease Period”). Once an apartment has been sublet for the Maximum Sublease Period, either continuously or by separately aggregated Minimum Sublease Periods, there will be a hiatus of FIVE YEARS before the apartment may be sublet again.
3. If an apartment has not been sublet for a period of five years, regardless of whether, immediately prior to the commencement of the five-year period, the apartment had been sublet for all or part of the Maximum Sublease Period, a new Maximum Sublease Period shall automatically apply to that apartment.
4. Execution of a new Proprietary Lease for an apartment shall not result in a recalculation of the Maximum Sublease Period or the five-year hiatus period applicable to that apartment as of the day of execution of the new Proprietary Lease.

**USE OF ANOTHER STOCKHOLDER’S
UNIT FOR FAMILY MEMBERS AND
OVERNIGHT GUESTS**

The Association recognizes that circumstances arise when a Stockholder/Sublessee, while in residence, requires additional space for Family Members or Overnight Guests to stay in Island House for a period of less than 31 consecutive days. The Association has adopted a policy which will allow a Stockholder (the “Hosting Stockholder”), at the Hosting Stockholder’s discretion, to accept payment for use of his/her/its Unit as an accommodation to another Stockholder/Sublessee (the “Sponsor”) and which will deem the transaction to be an exception to current sublease policies. To qualify:

- a. The Sponsor must not be the owner of the Unit for which the exception is sought.
- b. The Sponsor must be in residence at Island House during the Family Member or Overnight Guest’s entire stay.
- c. At least 48 hours prior to the arrival of the Family Member or Overnight Guest, the Sponsor must provide the management office a completed, signed registration form, containing the name of each Family Member or Overnight Guest, stating the length of the stay, identifying the Hosting Stockholder’s Unit, and affirming that the particular stay falls within the exception.
- d. Fees, if any, are to be paid by the Sponsor to the Hosting Shareholder.
- e. In order to be able to collect a fee, the Hosting Shareholder will be required to countersign the Registration form, affirming that the particular stay falls within the exception.
- f. Each Family Member or Overnight Guest identified on the Registration form shall be registered by the FDR on arrival by confirming each such person’s identity, taking a photograph of each such person, and obtaining each such person’s vehicle type and license tag, if applicable.
- g. Each Family Member or Overnight Guest identified on the Registration form who is over the age of sixteen shall execute an acknowledgment of the House Rules and an agreement to abide by the House Rules.

- h. The Sponsor shall be responsible for the conduct of the Overnight Guest(s) or Family Member(s) staying in the Hosting Stockholder's Unit.

**APPROVAL OF OCCUPANCY – GUESTS
AND FAMILY MEMBERS IN
STOCKHOLDER'S/SUBLESSEE'S UNIT**

GUESTS –

- a. **Day Guests** - Names and expected arrival time for all Day Guests must be provided to the management office or FDR prior to arrival of the Day Guest(s), each of whom is to be registered by the FDR on arrival by confirming each such Guest's identity, taking a photograph of each such Day Guest, and obtaining including vehicle type and license tag, if applicable.
- b. **Overnight Guests** – Names and expected arrival time for all Overnight Guests must be provided to the management office or FDR prior to arrival of the Overnight Guest(s). For planned Overnight Guests staying in an apartment occupied by the Stockholder/Sublessee, the Stockholder/Sublessee shall send an email to the management office in advance of the Overnight Guest's arrival. For planned Overnight Guests staying in a Unit not occupied by the Stockholder/Sublessee, the Stockholder/Sublessee must complete a Guest Registration Form. The form is available at the management office and on the Island House website. The form should be provided to the management office at least 48 hours in advance of the Overnight Guest(s)'s arrival.
- Each Overnight Guest shall be registered by the FDR on arrival by confirming each such Guest's identity, taking a photograph of each such Guest, and obtaining each such Guest's vehicle type and license tag, if applicable.
 - Planned Overnight Guests staying in a Unit not then occupied by the Stockholder/Sublessee for more than 7 consecutive days requires Board approval.
 - The Stockholder/Sublessee must submit in writing to the management office the name(s) of the Overnight Guest(s) and the approximate length of occupancy. The Stockholder/Sublessee assumes responsibility for the actions of any Overnight Guests and for instructing them as to the House Rules. Each such Overnight Guest (over the age of 16) must sign an acknowledgment of receipt of the House Rules and his/her agreement to abide by the House Rules.

FAMILY MEMBERS -

- a. Stockholders/Sublessees may provide the management office with the name, date of birth and photograph of a Family Member to be maintained in a database for reference by the FDR.
- b. Stockholders/Sublessees must complete a Family Member Registration Form for planned visits by Family Members. The form is available at the management office and on the Island House website. The form should be provided to the management office at least 48 hours in advance of the

Family Member's arrival. Each Family Member shall be registered by the FDR on arrival by confirming each person's identity, taking a photograph of each such person, and obtaining each such person's vehicle type and license tag, if applicable. The Stockholder/Sublessee must notify the management office in writing if the Family Member's stay is going to exceed 60 consecutive days. The Stockholder/Sublessee assumes responsibility for the actions of any Family Member(s) occupying a Unit. Each such Family Member (over the age of 16) must sign an acknowledgment of receipt of the House Rules and his/her agreement to abide by the House Rules.

The Board may, for good cause, as determined by the Board in its sole discretion, waive or modify any of the foregoing rules or requirements.

APPROVAL OF STOCK PURCHASES AND SUBLEASES

The policies and procedures relating to the approval of stock purchases and subleases are set forth in a separate document which is available on the Association's website or in the Management Office.

SMOKING

1. Smoking is prohibited in any indoor Common Areas, or anywhere else within Island House that results in the smell of smoke in any indoor Common Areas.
2. Smoking is prohibited in any outdoor Common Areas, other than the designated smoking areas located on the lower pool deck near the barbeque grills and on the beach.
3. Cigarette and cigar butts must be deposited in the designated receptacles located in the outdoor smoking area.
4. Smoking in any area not prohibited above shall be done in such a way as to not adversely impact the use or enjoyment of another Unit.

AMENITIES

BICYCLES

1. The Island House provides temporary bicycle storage for Stockholders/Sublessees, Family Members and Overnight Guests.
2. All bicycles must be registered with the management office and must display the IH issued decal. Any bicycles not registered will be disposed of by the management office (including rentals).
3. While present at the Island House, temporary storage of an individual's bicycle(s) may be available on the racks on the ramp outside of the receiving area or in the Service Elevator Lobby on each floor subject to availability. No electric bicycle or electric scooter may be stored anywhere inside the building. Any bicycle which is kept in the aforementioned storage areas must be in good condition and rideable (no flat tires, rusted, etc.); those that are not must be removed by the Stockholder/Sublessee. Bicycles may not be stored in the common area hallways or inside laundry rooms.
4. This temporary bicycle storage will be on "first come" basis; and, in no way may block access to the service elevator. No more than six bicycles should be stored in the Service Elevator Lobby area on any floor; and the bicycles may not be chained so that IH personnel can easily move the bicycles and service these areas if needed. No tricycles, scooters, or other sports equipment may be left in the service elevator lobbies or on the floors.
5. NEITHER THE ASSOCIATION NOR ITS OFFICERS, DIRECTORS OR EMPLOYEES ARE RESPONSIBLE FOR LOSS, THEFT, OR DAMAGE TO BICYCLES STORED IN ANY STORAGE LOCATION.
6. Bicycles must be kept in the Stockholder's/Sublessee's apartment whenever the Stockholder/Sublessee is absent from the Island House for two weeks or longer so that others have ample storage space on the racks outside the shipping area or in the space outside of the service area on each floor. Bicycles left by absent Stockholders/Sublessees for more than two (2) months will be disposed by the management office.
7. No mopeds, motorbikes, motorcycles, or motorized scooters may be stored in the bike racks outside the receiving room or in the service elevators lobbies. These are considered an additional vehicle and must be kept in the Stockholder's assigned parking space.

KAYAKS / PADDLEBOARDS

1. The Association has a designated area on the SE corner of the lower pool deck to store kayaks/paddleboards. Kayaks/paddleboards must be registered with the management office.
2. Only Stockholders/Sublessees are allowed to store kayaks/paddleboards on property.
3. The kayaks/paddleboards storage area is inspected from time to time by the management office. If any kayaks or paddleboards are stored outside of the designated area or are not in usable condition, they will be removed and disposed of by the management office.
4. NEITHER THE ASSOCIATION NOR ITS OFFICERS, DIRECTORS OR MANAGEMENT COMPANY EMPLOYEES ARE RESPONSIBLE FOR LOSS, THEFT, OR DAMAGE TO KAYAKS OR PADDLEBOARDS STORED ON PROPERTY.
5. If a tropical storm or hurricane warning is issued, Management Company employees will secure the kayaks/paddleboards in the pool house. No one will be able to access them until the warning

is lifted.

6. Due to limited space, only one kayak or paddleboard per Stockholder/Sublessee may be stored.

POOL AND POOL AREA

1. The pool may be used only between sunrise and 9:00PM. There are no lifeguards on duty at the pool. All persons using the pool (or ocean) do so at their own risk. It is suggested that no one use the pool (or ocean) unless another person is present.
2. When in the pool or pool area, an adult must accompany children under 12 years of age to ensure safe use of the pool and pool area.
3. Pool parties are not permitted.
4. Unless otherwise approved by Management, no Stockholder/Sublessee may host more than eight non-residents in the pool or pool area at one time.
5. The beach gate and outside bathrooms must be locked at all times. Anyone using the gate must check that the gate is securely locked. The gate may not be left open for any period of time.
6. Children who are not toilet trained or persons who are incontinent must use special swim diapers or waterproof diapers designed to be worn for swimming pools.
7. No flotation devices may be used except those attached to a person or required for safety, such as life jackets or kickboards. Noodles are excluded.
8. Pool chairs must be covered with beach towels to protect the furniture.
9. Persons coming in from the beach must shower before entering the pool.
10. Diving or jumping into the pool is prohibited.
11. Running, playing ball or similar activities in the pool area are prohibited.
12. Shouting, excessive noise, and playing loud music in the pool area are prohibited.
13. Except for commercially bottled water, eating or drinking within 10 feet of the pool is prohibited. Tables just outside the Ocean Room and on the lower pool deck are provided for this purpose. Glassware or breakable items are not permitted in the pool area. Use paper or plastic cups.
14. All beverage containers, trash or other debris must be removed and placed in the trash containers located around the pool areas. Food particles must be picked up or wiped off the tables, chairs and lounges.
15. All persons, including children, using the pool must wear bathing suits.
16. All persons must have their torso covered, wear footwear, and be completely dry when going to and from the pool area, lobby, elevators, and public corridors. The use of Ocean Room furniture by persons in wet bathing suits, or by those using creams or oils, is prohibited.
17. No umbrella stands, umbrellas, tables, chairs, chaises, cushions or other furniture, furnishings or equipment may be removed from the pool area. If removed, the person shall be liable for any loss or damage in an amount to be determined by the management office.

18. As a courtesy to others, cell phone use is discouraged in the pool deck area.
19. Conversations should be kept as short and quiet as possible, and cell phone ringer volume should be on vibrate. If using an audio device, use headphones.
20. Persons returning to the pool deck or entering the building from the beach must rinse sand from their feet, bodies, and belongings before proceeding on the pool deck or into the building.
21. Pool chairs and beach chairs are for the use of Shareholders/Sublessees and their Guests.

OCEAN ROOM AND KITCHEN

A reservation is required to host a social event in the Ocean Room and use the kitchen. Only Stockholders/Sublessees may request and obtain a reservation and only for the use of that Stockholder/Sublessee.

1. The Ocean Room is reserved on first come, first served basis. Any Stockholder/Sublessee may reserve the room by making application to and securing the approval of the management office. When the reservation is made, parking details for visitors must also be arranged. If more than 6 vehicles are expected, the host of the event will need to obtain parking passes from the Key Biscayne Police Department to park along Ocean Lane Drive. In addition, the Stockholders/Sublessees will be required to fund an additional valet for the duration of the event to handle the off-premises parking. The guest list for any function may include no more than 30 non-residents and the sponsor shall furnish the management office, one week prior to the function, with the names of such non-residents for security purposes. It is suggested that before setting a party date, the management office be consulted as to availability.
2. Reservations may not be made for the exclusive use of the Ocean Room on holidays or when an Association sponsored event is being held. Events must be held 48 hours apart.
3. Private Stockholder/Sublessee use of the Ocean Room will be subject to a reservation/cleaning fee.
4. Following parties, all food and beverages must be removed from the Ocean Room, the kitchen cabinets and refrigerator within 24 hours. All cabinets must be locked and keys returned to the FDR.
5. Only Stockholders/Sublessees may use the kitchen and kitchen supplies for an approved event. The keys to the cabinets must be requested from the FDR. The kitchen and kitchen supplies must be completely cleaned, and supplies returned to correct cabinet location. All food and beverages must be removed from the Ocean Room, kitchen and refrigerator within 24 hours after the event. Keys must be returned to FDR promptly.
6. The Stockholder/Sublessee shall, prior to leaving the Ocean Room, check that the poolside sliding door is locked and the alarm activated.

BARBECUE GRILLS

1. Barbecue grills are available in the pool area. They can be reserved in the management office or at the FDR. The grills must be cleaned after each use and the gas caps must be turned off and tightly closed after use. Brushes for cleaning are available at each grill station.
2. Grills must be operated in accordance with the directions located inside the door to the

propane tank.

3. All trash items and any barbecue-related trash must be placed in a bag or container and deposited in the outdoor trash cans. It is prohibited to dispose of any raw foods, marinades or cooking grease in the outdoor sink.
4. Stockholders/Sublessees shall advise the FDR when the level of propane for any barbecue grill is low.

FITNESS ROOM

The fitness room is for the exclusive use of Stockholders/Sublessees and Family Members. Guests may use the fitness room only when the Stockholder/Sublessee is in residence.

Neither the Association nor the Management Office are responsible for accidents or injuries related in any manner to the use of the fitness room. Use of this room is at your own risk. We urge caution and strongly recommend that you exercise with a friend.

1. Gym shoes and appropriate fitness clothing must be worn in the fitness room. Dress shoes, sandals, and wet bathing suits are not permitted.
2. For health and safety reasons, no one under the age of 16 is permitted in the fitness room without being accompanied by a responsible adult.
3. Other than water, no food or beverages are permitted.
4. Equipment must be wiped off after use.
5. If gym equipment is moved, please return it to its original location when finished using the equipment.
6. Upon leaving, all lights, the TV, fan and exercise equipment must be turned off. The patio sliding door and the door to the common hallway must be locked.
7. The Association and the management office reserve the right to prohibit the use of the fitness room by any individual failing to comply with normal precautions and these rules.

ARCHITECTURAL MODIFICATIONS

GENERAL

1. Any and all modifications of the building, including changes within Units, including balconies, and any and all modifications and/or changes in corridors, such as extensions of entrances, will require approval of the Board in each specific instance. Neither modifications nor changes should be made without specific advance approval of plans by the Board to assure compliance with the fire code as well as with aesthetic considerations. Permits and proof of insurance are required. To that end, Stockholders must submit the completed Architectural Modification Package to the management office for Board review and approval before any work can begin. Association personnel, including Management Company employees, have the right to inspect the Unit while under construction to ensure compliance with the approved scope of work as set forth in the Architectural Modification Package, as well as to mitigate any negative impact to the building.
2. The Association may, in its discretion, hire an engineer, architect, or other professional to review or approve plans and/or review and approve work once completed.

3. All work to be done shall be subject to the rules set forth above relating to contractors, vendors, tradesmen, and workers, including submission of the required Certificate of Insurance by any contractor, delivery person, worker or tradesman performing any portion of the work.
4. Hurricane shutters, privacy screens and other structural changes to balconies (including tile or railing repair) must be approved by the Association.

COMMON HALLWAYS

Any change in the decoration or furnishing of any common hallway must be done in accordance with the following:

1. Subject to the approval of the Board, the Stockholders on any floor may redecorate and/or refurnish the common hallways on the floor by unanimous agreement upon the type and the kind of décor and apportionment of the cost thereof.
2. The Association can require an engineering review of major tile repairs or other substantial changes that require permitting.
3. All work to be done shall be subject to the rules set forth above relating to contractors, vendors, tradesmen, and workers, including submission of the required Certificate of Insurance by any contractor, delivery person, worker or tradesman performing any portion of the work.
4. If unanimous agreement cannot be obtained, the Stockholders of six or more apartments on any residential floor may petition the Board to order the redecoration and refurnishing of such floor, in whole or in part. The petition shall be in writing, signed by the petitioning Stockholders and shall state the nature and extent of the redecoration or refurnishing to be done and the estimated cost of the proposed work and materials.
5. If the Board is satisfied that the proposed redecoration and refurnishing is necessary and timely to the maintenance of the standard of excellence evidenced by the common hallways of the Island House, the Board shall order the redecoration and refurnishing to be done at a price not to exceed the estimated cost. Upon completion, the entire cost shall be assessed against and collected from all Stockholders on the floor apportioned on a per share basis.
6. This shall not apply to the common hallways on the ground floor.
7. Hallway entrances in the limited common areas are not to serve as storage areas. All personal property that is considered storage property is to be kept either in designated storage areas or within the apartment.

PROCEDURE ON DEATH OF A STOCKHOLDER

These provisions only apply when there is not a surviving Stockholder for an apartment.

All Stockholders must provide the Association with the name and contact information of an individual who will have the authority to access the Stockholder's apartment upon the death of the Stockholder (the "Emergency Contact").

When the apartment is not occupied at the time of death:

- a. The apartment will be locked by the management office, after removal of any perishable items.
- b. The management office will notify the Emergency Contact to arrange for entry to the apartment.
- c. If a personal representative of a Stockholder's estate has been appointed by a court of competent jurisdiction, such personal representative shall, upon providing the Association a certified copy of the court order, be permitted access to the Stockholder's Unit(s) for purposes of carrying out his/her duties as personal representative.
- d. Any new prospective owner of the Stockholder's apartment will be subject to the procedures set forth above for approval of occupancy.

If the apartment is occupied by Family Members at the time of death:

- a. Such occupancy shall be permitted for up to 60 consecutive days.
- b. The Board may, in its discretion, extend the 60-day period without requiring compliance with the process for approval of a sublessee.