

QUAIL RUN RULES & REGULATIONS

These rules and regulations (the "Rules") have been adopted by Quail Run Townhomes Owners Association, Inc. (the "Association") in order to assure residents and their guests that the Quail Run subdivision property (the "Subdivision" or "Quail Run") will be properly used for the benefit of all those persons. All residents are requested to cooperate with the management in seeing that these Rules are observed.

1. **SUBDIVISION.** Subdivision living requires that each resident regulate the occupancy and use of his or her unit so as not to unreasonably or unnecessarily disturb any other resident in the occupancy and use of his or her unit. All residents are requested to use their units accordingly.

2. **RESIDENTS AND GUESTS.** The facilities of Quail Run are for the use and enjoyment of residents and their guests only. Visitors will be permitted to use the facilities only as guests of residents who will remain responsible for acts of their guests.

3. **CHILDREN'S ACTIVITIES.** Children are welcome in Quail Run 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 Subdivision for play areas, or any other conduct that will interfere with the quiet and comfort of the other residents. Adult residents with whom children are living will be held responsible for the observance of these Rules by the children. All children will be under the direct control and supervision of a responsible adult. Children under the age of 12 may not use the pool or other common areas unaccompanied by an adult.

4. **SECURITY.** The Association will attempt but are not obligated to provide security for residents and guests, but all occupants must cooperate if effective security is to be obtained. This requires that all unit doors be locked at all times; solicitors are not allowed to enter an unit without an appointment; and all suspicious appearing persons or incidents should be reported immediately to the Association or the Association Management Firm (as hereinafter defined).

5. **USE OF UNITS.**

(a) **Exterior of Units.** No unit owner shall improve, decorate or change the appearance of any part of the exterior of his or her unit or Subdivision building, including but not limited to painting, illumination (affixing lights), display of plants or other landscaping changes. All changes to the exterior of any unit or building must be approved by the Association board of directors (the "Board") in writing prior to such change being made.

(b) **Fire Hazards.** Nothing shall be stored nor any use made of any part of the Subdivision property that will constitute a fire hazard.

(c) **Hanging of Objects.** The hanging of laundry clothing, rugs, towels or other items on the outside of any building is prohibited, except that a unit owner may display one portable, removable United States flag in a respectful way as permitted by Chapter 720, as well as certain service flags on specific holidays as listed in the statute.

(d) **Maintenance and Repair.** Unit owners are reminded that maintenance and repair of the Subdivision buildings are the responsibility of the owners of the units. No work of any kind is to be performed on any unit or building without first obtaining the written approval of the Board. Occupants of units under lease are reminded that the responsibility of maintenance and repair as between the lessor and lessee is established by their leases, however the unit owner is ultimately responsible for this maintenance and repair obligation. Service provided by the Management Firm for which the unit owner is liable will be charged to the unit owner.

(e) **Noise.** In order to assure the comfort of all residents, the playing of phonographs, radios, television sets, stereos, car 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 8:00 P.M. and 10:00 A.M. the volume shall be kept at a level that cannot be heard outside the unit or vehicle in which located. All residents and guests shall refrain from any activity that would disturb other residents.

(f) Pets.

(1) The keeping of a dog or other pet at Quail Run, 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 Board upon a finding that a dog or other pet is vicious, is annoying to other residents, or has in any way become a nuisance. The owner of a pet assumes liability for all damage to persons or property caused by the pet or resulting from its presence at Quail Run.

(2) This license is subject to the following conditions:

- (i) A dog must be on a leash at all times when on the Subdivision property outside of the owner's unit.
- (ii) A dog must not be tied up and left unattended at any place on the property of the Subdivision at any time.
- (iii) As a courtesy to other residents and as a safety precaution, pets are never to be left unattended anywhere on Subdivision property other than inside an owner's unit.
- (iv) It is the pet owner's responsibility to clean up after their pet.
- (v) Pets shall not be allowed to run free on Subdivision property.

(g) 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 except "For Sale" or "For Rent" signs approved by the Board.

(h) Use Restrictions. Residents are reminded of the restrictions upon the use of the Subdivision property that appear in the Declaration of Covenants, Conditions and Restrictions, recorded in Official Records Book 2711, Page 543, Public Records of Okaloosa County, Florida (the "Covenants"). The Covenants require, among other things, that a unit, 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 or regulations.

(i) Waste Disposal. All waste is to be disposed via the garbage cans and garbage service paid for and provided by the Association.

6. USE POOL.

NO LIFEGUARD IS ON DUTY; POOL USERS SWIM AT THEIR OWN RISK, IT IS NOT WISE TO EVER SWIM ALONE.

- a. All resident children under 12 years of age **Must** be accompanied at all times in the pool area by a resident age 16 or older. Only resident adults and resident children 12 years of age may be in the pool area without other supervision at any time.
- b. Shower before swimming and please shower off all suntan lotion before entering the pool.
- c. Safety rope must be in place when children are in the pool. The safety rope is not for the purpose of sitting on or swinging from. The safety ring is not to be played with.
- d. No rafts or swim fins are allowed in the pool or pool area.
- e. No running or horseplay. No diving or jumping.
- f. Absolutely no glass containers in the pool area.
- g. Absolutely no pets allowed in the pool area.
- h. Remove all litter and trash before leaving pool area; if you move the chairs, please return them to their proper place. Cigarette butts shall be placed in proper receptacles, not on the ground.

- i. Pool quiet hours are 10:00 PM – 9:00 AM. In addition, only earphone music devices are permitted in the pool area at any time. No boom boxes, radios, etc. Your choice of music may not be someone else's.
- j. Children in diapers **MUST** wear rubber or plastic pants over the diaper. (Swim diapers are preferable)
- k. Wet towels or swimwear are not to be hung over pool fences to dry.
- l. Residents are fully responsible for all actions of their guests; guests **MUST** observe all pool rules.
- m. Only resident adults (age 18 or More) may invite non-residents of any age into the pool, but they **Must** accompany their guests at all times in the pool area. All resident children under 18 years of age may not invite non-resident guests of any age into the pool area.
- n. Maximum of five (5) pool guests per unit. More than five (5) guests must have written approval from the management **THREE (3)** days in advance.
- o. No one may throw rocks, shells, sand, or other solid objects into the pool. That person will be responsible for any repair costs that are incurred.
- p. Open invitations to local area residents to use the pool at anytime are prohibited – it is not a public recreation area.
- q. Safety and cleaning equipment will not be tampered with or removed from the pool area.
- r. Pool area gates will be kept closed except when entering or leaving.
- s. No intoxicated person is allowed in the pool area.
- t. A verbal or written warning may be given to violators of the pool rules. The Association may initiate action to curb violations, including revoking a resident's pool use privileges, if warranted.
- u. No food, drink or smoking material in the pool itself.

7. MANAGEMENT. The management company employed by the Association is thereto serve the residents of the Subdivision, but the cost and quality of that service depends largely upon the cooperation of the residents. Excessive demands for service will either deny service to some residents or increase the cost of service to all. Observance of the following these Rules will be of much assistance to management.

(a) Office. The name of the Association's management company is RDF Associates, Inc. (the "Management Firm") and their contact information is as follows:

RDF Associates Office
 29-C Miracle Strip PKWY SW
 Fort Walton Beach, FL 32548
 850-243-2109

(b) Employees. Personnel of the Management Firm are to perform only such services as are made available to all residents and guests. All compensation for the staff will be paid by management. Costs chargeable to a unit owner, such as maintenance of a unit, will be charged by management to the unit owner. The management personnel, including all maintenance, office and service employees, are adequately compensated and no gratuities are to be given to them. This is not to preclude appropriate remembrances at Christmas or other particular occasions.

8. PARKING AREAS. All parking spaces on Subdivision property, except for space located inside a unit's garage, are common area of the Subdivision and therefore owned by Association and subject to these Rules.

(a) The Association has heretofore assigned each unit the exclusive right to use the two parking spaces immediately in front of each unit. Such right of use is enforceable by each unit owner as against any person parking a vehicle in such spaces without the owner's consent. The parking spaces so assigned to each unit are not subject to the provision of subsection (b) of this section.

(b) All other parking areas within the Subdivision, including the parking area at the Subdivision pool, are for the use and convenience of all Subdivision residents. No vehicle may be parked in any Subdivision parking areas for more than forty-eight (48) hours of any three (3) day or seventy-two (72) hour time period.

(c) Broken down vehicles, trailers, recreational vehicles, buses, motor homes, service trucks, personal watercraft (Jet skis) and boats shall not be parked anywhere on Subdivision property. .

(d) Any vehicles of any kind parked in violation of these Rules are subject to being towed at the owner's expense at any time.

9. **MEETING NOTICES.** Bulletin boards are or shall be located by the mail boxes. Official notices will be posted there in compliance with Florida Statutes.

10. **RISK MANAGEMENT.** Nothing will be done or kept in any unit or in the common elements that will increase the rate of insurance on the building or contents of the building without the prior written consent of the Board. No owner will permit anything to be done or kept in the owners unit or in the common elements that would result in the cancellation of insurance on the building or the contents of the building, or that would be in violation of any law or building code.

11. **APPLICATION OF REGULATIONS.** These rules and regulations will apply equally to owners, their families, guests, domestic help and lessees. Each unit owner will be responsible for the conduct of their guests, domestic help and lessees.

12. **RIGHT TO AMEND.** The Association reserves the right to change, amend, delete and/or waive any of the rules set forth herein at any time.

13. **REFERENCE TO OTHER DOCUMENTS.** These rules and regulations do not purport to constitute all of the restrictions affecting the subdivision and common property. Reference should be made to the subdivision documents.