

ISLANDER EAST ASSOCIATION
RULES AND REGULATIONS
relating to the
RENTAL OF APARTMENT-HOMES

These Rules and Regulations relating to the Rental of Apartment-Homes are adopted by the Board of Directors of the Islander East Association, a Texas non-profit corporation (the "**Association**"), in accordance with the provisions of the Declaration and Master Deed of Islander East (the "**Declaration**"), The Rules of the Association (the "**Rules**"), the Bylaws of the Association (the "**Bylaws**") and Section 82.102 of the Texas Uniform Condominium Act, Chapter 82 of the Texas Property Code.

These Rules and Regulations relating to the Rental of Apartment-Homes apply to all Apartment-Homes within Islander East (the "**Condominium Project**"). By owning an Apartment-Home in the Condominium Project, each Co-Owner agrees to comply with these Rules and Regulations relating to the Rental of Apartment-Homes, as well as the provisions of the Declaration and the Bylaws of the Association.

Capitalized terms used in these Rules and Regulations relating to the Rental of Apartment-Homes have the same meanings as that ascribed to them in the Declaration, unless otherwise indicated. In the event of a conflict between a provision in the Declaration and a provision in these Rules and Regulations relating to the Rental of Apartment-Homes, the provision in the Declaration shall control. However, the provisions in the Declaration and these Rules and Regulations relating to the Rental of Apartment-Homes shall be construed in an effort to harmonize the documents and avoid conflicts.

Section 1. Background.

- 1.01. Rental Program. The Association has a rental program for Co-Owners who desire to rent their Apartment-Homes. Administration and other costs incurred by the Association pursuant to the rental program are recovered by the Association through fees charged to Co-Owners who rent their Apartment-Homes through the program.
- 1.02. Other Rentals. Co-Owners of Apartment-Homes have historically rented their Apartment-Homes within the rental program. These Rules and Regulations relating to the Rental of Apartment-Homes do not prevent Co-Owners from renting their Apartment-Homes outside the Association's rental program. However, all rentals of Apartment-Homes outside the Association's rental program must be in accordance with these Rules and Regulations relating to the Rental of Apartment-Homes to assure that the Association has appropriate information on renters, that all rentals are compliant with the Declaration, and that the Co-Owner of the Apartment-Home pays fees to the Association to cover administrative, operating and maintenance costs (such as, by way of example and not in limitation, front desk services, cleaning and maintaining Common Elements and recreational areas, and general wear and tear) in the same manner as Co-Owners who rent their Apartment-Homes through the rental program.

Section 2. Restrictions on Rentals.

- 2.01. Duration. The rental of an Apartment-Home must be for a period that includes at least two (2) consecutive overnight lodgings for the same person.
- 2.02. Use. The Bylaws and Rules prohibit the use of an Apartment-Home for any commercial or business purpose. Therefore, an Apartment-Home must be rented and used only for residential purposes.
- 2.03. Nuisances. The Bylaws and Rules prohibit any activity or condition in an Apartment-Home or the Common Elements that is or may become an annoyance or nuisance to other residents. Co-Owners who rent their Apartment-Homes are required to notify persons to whom they rent their Apartment-Homes that their conduct in the Apartment-Home and on the premises is required to be compliant with the provisions of the Bylaws and Rules.
- 2.04. Right of Access. The Bylaws provide that the Association or its duly authorized representative shall have the right and authority to enter an Apartment-Home with notice as necessary. Co-Owners who rent their Apartment-Homes are required to notify persons to whom they rent their Apartment-Homes of the right and authority of the Association or its duly authorized representative to access a rental Apartment-Home, if necessary, in accordance with the Bylaws.

Section 3. Rental Information.

- 3.01. Renter(s) and Vehicle(s). Rental information is necessary so that the Association may determine, when appropriate, whether a person has the right to be on the premises and to use recreational areas in the Condominium Project and whether a vehicle is authorized to be parked on the premises. Accordingly, prior to the commencement of the rental of an Apartment-Home, the Co-Owner of the Apartment-Home is required to provide to the Association the following information:
- a. The name(s) of the person(s) renting the Apartment-Home and the names of all other persons who will occupy the Apartment-Home during the rental period.
 - b. The start date and duration of the rental period.
 - c. Contact information for each person renting the Apartment-Home including home address, cellular telephone number, email address, and an emergency contact person and telephone number.
 - d. The make, model, and license plate number for each vehicle that will be parked on the premises by the renter of the Apartment-Home and each other person who will occupy the Apartment-Home during the rental period.

The Association has promulgated a form to be completed by the Co-Owner and the Co-Owner's renter and submitted to the Association prior to the commencement of the rental period.

- 3.02. Registration. Upon arrival at the Condominium Project, the renter is required to register at the front desk. The renter will be required to provide proper identification to confirm that he/she is the same person identified in the rental information provided in accordance with Section 3.01. The failure to register at the front desk and/or provide proper identification will result in the denial of services and the use of the recreational areas.

Section 4. Fees.

- 4.01. HOA Fee. Each Co-Owner who rents his/her Apartment-Home, whether through the Association's rental program or outside the rental program, is required to pay to the Association a HOA fee in the amount of \$8.00 for each night included in the rental period. This fee may be increased annually by the Association.
- 4.02. Fees – Apartment-Homes Rented Through the Association's Rental Program. The Co-Owner of an Apartment-Home who rents his/her Apartment-Home through the rental program is required to pay to the Association a percentage of the rental income. A portion of this fee is allocated to administrative, operational and maintenance costs, as described in Section 1.02, above.
- 4.03. Fees – Apartment-Homes Rented Outside the Association's Rental Program. The Co-Owner of an Apartment-Home who rents his/her Apartment-Home outside the rental program is required to pay to the Association a check-in fee to offset administrative, operational and maintenance costs. The amount of the check-in fee payable to the Association shall be \$25.00 per rental up to thirty (30) days. For any rental over thirty (30) days, the check-in fee shall be \$50.00 per month payable to the Association. The check-in fee is payable to the Association at the end of the month. The check-in fee may be increased annually by the Association.
- 4.04. Taxes. Each Co-Owner who rents his/her Apartment-Home, whether through the Association's rental program or outside the rental program, is responsible for the payment of all applicable local, state and federal taxes relating to the rental of the Apartment-Home and/or the rental income. The Association is not obligated to and does not collect any taxes relating to rentals, including, without limitation, hotel occupancy taxes.
- 4.05. Compliance. The failure of a Co-Owner to pay fees to the Association in accordance with this Section will result in, in the case of an Apartment-Home within the Association's rental program, the suspension of rentals of the Apartment-Home for as long as any fees remain unpaid, and, in the case of an Apartment-Home not within the Association's rental program, the denial of services and the use of the recreational areas to any person to whom the Co-Owner rents his/her Apartment-Home for as long as any fees remain unpaid.

Section 5. Fines.

5.01. The Association may levy fines against a Co-Owner for violations of these Rules and Regulations relating to the Rental of Apartment-Homes. Fines shall be in addition to, not in lieu of, other remedies for non-compliance.

Section 6. Miscellaneous.

6.01. Revision. These Rules and Regulations relating to the Rental of Apartment-Homes may be amended or supplemented by the Board of Directors at any time.

6.02. Effective Date. These Rules and Regulations relating to the Rental of Apartment-Homes shall become effective upon recording in the Official Public Records of Real Property of Galveston County, Texas.

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CERTIFICATION

I hereby certify that I am the ~~Secretary~~ ^{President} of Islander East Association and that the foregoing Rules and Regulations relating to the Rental of Apartment-Homes was approved by not less than a majority of the Board of Directors of the Association at a meeting duly called and held on the 9 day of January, 2016, at which a quorum was at all times present.

DATED, this the 13 day of January, 2016.

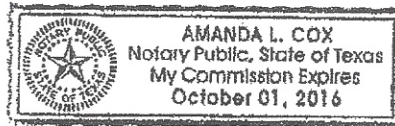
ISLANDER EAST ASSOCIATION

By: Marilyn J. Greer
Printed: Marilyn J. Greer
Its: Secretary President

THE STATE OF TEXAS §
 §
COUNTY OF Galveston §

BEFORE ME, the undersigned notary public, on this 13 day of January 2016 personally appeared Marilyn Greer ~~Secretary~~ ^{President} of Islander East Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and in the capacity therein expressed.

Amanda L. Cox
Notary Public in and for the State of Texas



**ISLANDER EAST
RENTAL INFORMATION FORM**

Co-Owner: _____

Apartment-Home No.: _____

Rental Period

Start Date: _____

End Date: _____

Renter Information

Names(s) of Renter(s): _____

Home Address: _____

Cell No.: _____

E-Mail: _____

Emergency Contact: _____

Emergency Contact Telephone No.: _____

Names of Other Persons, if any, who will Occupy the Apartment-Home: _____

Vehicle Information

Vehicle 1

Make: _____

Model: _____

License Plate No.: _____

Vehicle 2

Make: _____

Model: _____

License Plate No.: _____

FILED AND RECORDED

Instrument Number: 2016002417

Recording Fee: 46.00

Number Of Pages: 7

Filing and Recording Date: 01/13/2016 12:47PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



Dwight D. Sullivan

Dwight D. Sullivan, County Clerk
Galveston County, Texas

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the clerk.

DO NOT DESTROY - *Warning, this document is part of the Official Public Record.*