

RULES AND REGULATIONS

FOR

LA PERLE, A CONDOMINIUM

In addition to the rules, regulations, and occupancy and use restrictions set forth in the Declaration of Condominium for *La Perle, a Condominium*, the following rules and regulations shall govern the use of the Units, Common Elements, Limited Common Elements, and any other Condominium Property, and also the conduct of all residents thereof. The Unit Owners shall at all times obey said rules and regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, vendors, tenants and persons over whom they exercise control and supervision. The Board of Directors may make amendments to the rules and regulations, may promulgate new rules and regulations and may delete existing rules and regulations. Said rules and regulations are as follows:

A. General Rules and Regulations.

1. Nuisance. Nothing shall be done within any Unit or on the Condominium Property which is or may become an annoyance or nuisance to any person. No obnoxious, unpleasant, or offensive activity shall be carried on, nor shall anything be done which can be reasonably construed to constitute a nuisance, whether public or private in nature. No Unit Owner shall make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors, or licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of the Unit Owners. No Unit Owner shall play upon or suffer to be played upon any musical instrument, or operate or suffer to be operated, a phonograph, television, radio or sound amplifier, in such manner as to disturb or annoy other occupants of the Condominium. All parties shall lower the volume as to the foregoing as of 10:00 p.m. of each day.

2. Common Areas. Common Areas shall only be used for their intended purposes. No Unit Owner or resident shall make any use of any Common Area in such a manner as to abridge the equal rights of the other residents to their use and enjoyment, nor shall any Unit Owner or resident remove, prune, cut, damage, or alter any trees or other landscaping located in the Common Areas. The sidewalks, entrances and all passageways must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises.

3. Discharge or Display of Materials from Units. No Unit Owner shall allow anything whatsoever to fall from the windows, porches, patios, entry ways, balconies or doors, nor shall a Unit Owner sweep or throw any dirt or other substance from his Unit or Limited Common Elements onto the Common Elements or any portion of the Condominium Property. Laundry, bathing apparel and beach accessories will not be hung or kept outside of the Units or Limited Common Elements (including balconies and terraces), and apparel and accessories will not be exposed to view.

4. Garbage Disposal. Refuse and bagged garbage shall be deposited only in the area provided therefor. All garbage or recycling containers (if applicable) must be kept in an enclosed garage except on pickup days.

5. Agents of Association. Agents or employees of the Association shall not be sent off the Condominium Property by any Unit Owner or resident at any time for any purpose. No Unit Owner or resident shall direct, supervise, or in any manner attempt to assert any control over the agents or employees of the Association.

6. Hazardous and Flammable Materials. No flammable, combustible, or explosive fluid, chemical or substance shall be kept in any Unit or Limited Common Element assigned thereto except such as are required for normal household use.

7. Moving. Moving furniture and other property into and out of Units must take place Mondays through Saturdays between the hours of 8:00 a.m. and 5:00 p.m. only. Moving vans and trucks used for this purpose may remain on Condominium Property only when actually in use. Further, before conducting any moving activity that is expected to take longer than 30 minutes to complete, the owner must give the Association 48 hours advance notice.

8. Construction and Repairs. Repair, construction, decorating or remodeling work may only be done on Mondays through Saturdays between the hours of 8:00 a.m. and 5:00 p.m. The Board may adopt additional rules for decorators and subcontractors which must be complied with. The Board may prohibit any contractor, subcontractor or vendor from performing work on the Condominium Property if they violate the Governing Documents Rules and Regulations.

9. Improper and Unlawful Uses. No improper, offensive, hazardous or unlawful use shall be made of any Unit or Condominium Property.

10. Written Inquiries. The Association shall not be obligated to respond to more than one written inquiry from a Unit Owner filed by certified mail in any given 30-day period. Any additional inquiry or inquiries shall be responded to in the subsequent 30-day period or periods.

11. These Rules and Regulations do not purport to constitute all of the restrictions affecting the condominium and common property. Reference should be made to the Declaration of Condominium and its exhibits.

B. Boats and Docking Facility.

GENERAL

1. The laws of the State of Florida, the United States and any other applicable governmental authority shall apply to all vessels moored in, entering or leaving the Association's docking facilities and adjacent waterways. **All boaters should be familiar with the rules stated in Florida Department of Environmental Protection Permit Number 0383338-001 EI, which governs use of the docking facility and surrounding waterways.**

2. Members shall be responsible for any damages caused to dock and parking areas by the Member or the Member's, renters, guests or invitees.
3. Members shall be responsible for properly securing and safeguarding their vessels at all times, including during threat of inclement weather. In the event of an emergency, the Association reserves the right to move vessels to other locations, at the Member and/or vessel owner's expense. However, the Association shall not be required to do so and shall not be liable for any action or inaction on its part in that regard.
4. No laundry, towels, flags or similar items shall be hung on the vessels, docks, or finger piers.
5. "For Sale" signs may not be affixed to vessel's or docks without the Board's prior consent.

DOCKS/BOARDWALK

6. Pets must be leashed at all times while on the docks and boardwalk.
7. No transient or permanent liveaboards are allowed. No overnight sleeping or staying on any vessel shall be allowed.
8. The Use of spotlights, floodlights or exterior lighting is prohibited anywhere within the submerged lands lease area including, but not limited to, the slips and docks.
9. No exterior radio, TV, data, phone nor any exterior wiring for any purpose may be used without the written approval of the Association. Provided, however, each boat may have marine quality shore power cords connected from the boat to the electrical power outlet assigned to the slip so long as the size of the cords and amperage used are within the design parameters of the power outlets. Shore power cords must be kept out of the water.
10. Repairs and vendor's work shall be carried out Monday through Saturday between the hours of 8 a.m. and 5 p.m.
11. Swimming, diving, jumping, running, roller-skating, skateboarding, or gigging are not permitted from/or on the docks or finger piers.
12. Painting, scraping, or repairing of vessels or gear shall not be permitted on the docks or boardwalk. The extent of repairs and maintenance allowed shall be at the discretion of the Association.
13. No charcoal, propane, wood or electrical grills are allowed on the docks or boardwalk.
14. No fish cleaning is permitted on the docks or Association property, within individual slips or common areas, which includes the docks, boardwalk and parking areas. No bait, fish or fish parts are to be put in any trash container on Condominium Property. Such

items are to be removed from Association property so as to avoid unpleasant conditions for other owners and guests.

15. Refuse, trash and/or garbage shall not be thrown overboard. Engine oils, filters, batteries, spirits, combustible liquids, etc. are to be disposed of in the proper and approved manner. Failure to properly dispose of these items will be reported to the appropriate authorities for prosecution under applicable environmental laws. In addition, the Owner will be responsible for all clean-up costs and is subject to permanent removal of the vessel from the docks. No person shall discharge sewage, wastewater, fuel, oil, sprits, flammable liquids or oily bilge water into the waters or adjacent channels. No flammable, combustible or exposed fluids, chemicals or substances (other than fuel and oil in the vessel or vessels engine system) shall be kept on any dock. However, solvents and cleaning substances may be kept in dock boxes if stored in a safe manner, in accordance with all applicable fire codes and insurance requirements, and if the dock box has been approved in advance by the Board.
16. All water valves at the individual dock must be shut off at the faucet when not in use. Owners will be responsible for any water loss due to a burst hose.
17. Vessel owners shall not store supplies, materials, accessories, or debris on walkways, and shall not construct thereon any lockers, chests, cabinets, or similar structures, except with written approval of the Association. Dock boxes are limited to the approved make and type as determined by the Association and is limited to one (1) dock box per dock unless the Member receives written approval of the Association.
18. Boat lifts are limited to an approved make and type as determined by the Association, in its discretion. Approved boat lift specifications will be published as an amendment or exhibit to these Rules and Regulations.

BOATS

19. Advertising or soliciting shall not be permitted on any vessel. No vessel may be used for commercial purposes.
20. No vessel will extend beyond the approved length of the slip without the Association's prior written approval.
21. No part of the vessel will intrude over or below any part of the docks or piers.
22. Only vessels, in good condition, and under their own power, shall be admitted or allowed to be moored. In the event of an emergency during an Owner's absence, e.g. breakdown of the bilge pump, leak, bad lines, etc., the Association is authorized to arrange for necessary repairs, which will be charged to the Member. ALL VESSELS MOORED AT A DOCK MUST HAVE CURRENT REGISTRATION OR TITLE (Unless exempt by Florida Statutes Chapter 327 and 328).

23. Galley/Showers — All Members have an obligation to maintain water quality. Members should utilize biodegradable detergents when possible, avoid overboard discharges and prevent discharge of oils, greases, food products, or other wastes associated with use of the galley, shower or other source.
24. Only one watercraft may be kept in any slip without obtaining the Associations prior written approval. In the event such approval is obtained, said additional watercraft shall be berthed within the Member's slip and in such a manner as not to interfere with the adjoining slip and boat traffic.
25. All Members and their renters must maintain insurance at all times for their vessels with policies having types of coverage and amounts satisfactory to the Association. The Association currently will accept a minimum of \$300,000 liability and \$250,000 fuel spillage coverage.
26. All vessels must meet and follow all Federal, State and local safety and electrical codes.