

EXHIBIT 10
RULES AND REGULATIONS

EXHIBIT "10"

LA SERENA ON PERDIDO KEY, A CONDOMINIUM

Escambia County, Florida

RULES & REGULATIONS

The pleasantness of condominium living is greatly enhanced by a congenial atmosphere in which all residents have proper regard for the comfort of others. For this reason these rules and regulations have been adopted by La Serena on Perdido Key Owners' Association, Inc. in order to assure residents and their guests that the condominium property will be properly used for the benefit of all those persons. All residents are requested to cooperate with the management in seeing that the rules and regulations are observed. Capitalized terms not otherwise defined in these Rules & Regulations shall have the meaning ascribed to such items in the Declaration of Condominium of La Serena on Perdido Key, a Condominium, recorded in Official Records Book 6204, Page 385, as amended by that certain First Amendment to the Declaration of Condominium recorded in Official Records Book 6367, Page 219, and that certain Mortgagee Joinder and Consent recorded in Official Records Book 6369, Page 1603, as further amended by that certain Second Amendment to the Declaration of Condominium of La Serena on Perdido Key, a Condominium, recorded in Official Records Book_, Page_, all of the Public Records of Escambia County, Florida, and all further amendments thereto.

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

Unit No. _____
La Serena on Perdido Key, a Condominium
14500 River Road
Pensacola, Florida 32507

2. CONDOMINIUM LIVING. Condominium 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 residents in the occupancy and use of his or her Unit. All residents are requested to use their Units accordingly.
3. RESIDENTS AND GUESTS. The facilities of La Serena on Perdido Key are only for the use and enjoyment of residents and their house guests. Visitors will be permitted to use the facilities only as guests of residents who will remain responsible for acts of their guests.
4. CHILDREN'S ACTIVITIES. Children are welcome in La Serena on Perdido Key, 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 Building or the Association Property, including, without limitation, the Dock Facilities or the Marina, for play areas, or any other conduct that will interfere with the quiet and

comfort of the residents. Adult residents with whom children are living will be held responsible for the observance of these rules and regulations by the children. 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 waterfront areas unless accompanied by an adult.

5. ACCESS CONTROL. Unit doors should be locked at all times; solicitors are not allowed to enter a Unit without an appointment; and all suspicious appearing persons or incidents should be reported immediately to the management.

6. USE OF UNITS.

- a) Air conditioning. When the air conditioning unit is operating, windows and doors are to be kept closed as much as possible. Not only is this an economically sound practice but will reduce the admitting of moisture in the warm air and the resulting dampness and mildew in the Unit.
- b) Decoration. No Unit Owner shall decorate any part of the Unit Owner's Unit or the Building so as to change the appearance of any balconies or terraces except for the proper display of a United States flag as provided by Chapter 718.113(4), Florida Statutes and except for the use of door mats as provided by paragraph 7(b)(3) of these Rules and Regulations. This precludes the painting of any balconies or terraces, except floors, illumination of the exterior of the Building, display of plants or other objects upon balconies, terraces, or railings or exterior windowsills or ledges. Under no circumstances will containers be allowed that will permit water and/or plant fertilizers to soak through to the Building floors and/or lower walls and railings. Any exception must be approved by the Board of Directors in writing. Notwithstanding the foregoing, pursuant to §718.113(4), Florida Statutes, a Unit Owner may display one portable, removable United States flag in a respectful way, and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4 1/2 feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, regardless of any declaration rules or requirements with flags or decorations.
- c) Equipment Failure. Equipment shall be used only for the purpose intended. Failure of any equipment shall be reported immediately to the management regardless of the responsibility for maintenance in order that proper precautions may be taken to avoid damage of other equipment. Each Unit Owner shall be liable for all damage caused by misuse of equipment by the residents or guests of the Unit Owner's Unit.
- d) Fire Hazards.

- 1) General: No article shall be stored nor any use made of any part of the Condominium Property or Association Property that will constitute a fire hazard.
 - 2) Cooking Grills and Patio Heaters: No cooking grills or patio heaters of any type are permitted for use on any Unit balcony. An exception can be made if a Unit Owner provides approval documentation from the Escambia County, Florida Fire Marshall to the Association manager with a copy to the Board Secretary. Failure to comply with the Florida and Escambia County Fire Safety Codes will result in a fine for both the Unit Owner and the Association issued by the State Fire Marshall or the Escambia County Fire Department.
- e) Hanging of Objects. The hanging of bathing suits, clothing, rugs, towels or other similar items upon terraces, balconies or railings or from windows is prohibited.
- f) Installations. Only such awnings, blinds, shades and sunscreen shall be used in terraces, balconies or windows as are approved in advance by the Association. All blinds and draperies that are or may be visible from the Building must be white.
- g) Maintenance and Repair. Unit Owners are reminded that maintenance and repair of the Building is the responsibility of the Association except for the interior of the Unit. As authorized by the Condominium Documents, the Board of Directors has determined that the maintenance, repair and replacement of windows and glass doors shall be the responsibility of the Unit Owner except in case of damage for which insurance proceeds are available. No work of any kind is to be done upon the part of the Building to be maintained by the Association without first obtaining the approval required by the Condominium Documents. Tenants of Units are reminded that the responsibility of maintenance and repair as between the Unit Owner and Tenant is established by their leases. Regardless of the responsibility for maintenance and repair, it is recommended that need of such work be reported immediately to the management for the Condominium which may be of assistance in obtaining prompt service, provided that neither management nor the Association shall be responsible nor liable for remitting payment to or collecting payment from service providers. Service provided by the management staff for which the Unit Owner is liable will be charged to the Unit Owner.
- h) Noise. In order to assure the comfort of all residents, the playing of phonographs, radios, television sets, musical instruments and audiovisual and electronic devices, including, without limitation, CD, DVD and MP3 players, must not exceed a reasonable volume at any time. This applies to all public areas as well as inside Units. Between the hours of 10:00 P.M. and 10:00

A.M., the volume shall be kept at a level that cannot be heard outside the Unit in which located. All residents and guests shall refrain from any activity that would disturb other residents.

i) Pets.

1) Unit Owners may not keep in any Unit or bring upon the Common Elements or Association Property any animals or pets other than dogs, cats, caged birds and aquarium fish which are usually and commonly kept as household pets, provided that, no more than two (2) of any combination of dogs, cats or caged birds may be kept in any Unit or brought upon the Common Elements or Association Property and any such permitted pets shall only be allowed to be kept in any Unit or brought upon the Common Elements or Association Property if such pets are not vicious and are not a nuisance or annoyance to residents of other Units. The Unit Owner assumes liability for all damage to persons or property caused by the pet or resulting from its presence at La Serena on Perdido Key.

2) This right is subject to the following conditions:

- i. A dog or other pet must be on a leash at all times or otherwise under the control of the Unit Owner, Tenant or Occupant of a Unit, or their respective Guests, family members, employees or agents, when outside of the Unit and on the Condominium Property or the Association Property.
- ii. A dog or other pet must not be curbed at any place on the property of the Condominium or Association Property except such places as are from time to time designated for such purposes.
- iii. As a courtesy to other residents and as a safety precaution, pets are never to be left unattended in any public areas or on any Unit balcony or terrace.
- iv. It is the pet owner's responsibility to clean up after his or her pet and properly dispose of pet waste in designated trash receptacles.

j) Signs. A resident may identify his Unit by a name plate of a type and size approved by the Association and mounted in the place and manner approved by the Association. No other signs may be displayed in any manner except "For Sale" signs approved by the Association.

k) Use Restrictions. Residents are reminded of the restrictions on the use of the Condominium Property and Association Property that appear in the Condominium Documents. The restrictions 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.

- l) Waste Disposal. All household waste, as applicable, is to be disposed by kitchen garbage disposal units or through the trash chutes and into dumpsters. No waste, including cigars and cigarettes, is to be disposed at any time from terraces, balconies or windows. The handling, storage, transportation and disposal of hazardous or toxic substances in violation of any applicable laws, ordinances, codes, rules, regulations or requirements of applicable governmental authorities on the Condominium Property or Association Property is prohibited (hazardous or toxic materials shall be as defined by Federal, Florida and common law).
- m) Windows. This area is subject to sudden rainstorms without warning. In order to avoid water damage to a Unit as well as to other parts of the Building, Occupants of a Unit are required to close all windows and doors exposed to the weather whenever no one is to be in the Unit. Failure to close windows and doors will render the Unit Owner liable for resulting damage.
- n) Flooring. Each Unit Owner who elects to install or modify in any portion of a Unit's hard surface flooring materials (i.e., tile, marble, wood) shall first be required to install, in accordance with manufacturer's recommendations and the requirements of the Board of Directors from time to time, an approved sound underlayment beneath it equal or superior to Protecto WhisperMat-CS or other sound isolation material acceptable to the Board of Directors from time to time. Each Unit Owner is required to submit for approval to the Board of Directors or its representative the proposed hard surface floor underlayment material. Written approval for the proposed materials is required prior to installation of hard surface flooring, and then the installed sound isolation material must be inspected and approved prior to installation of the hard flooring.
- o) Laminated Glass. The Board of Directors shall adopt specifications for laminated glass or window film architecturally designed to function as hurricane protection which equal or exceed the specifications of the original glass installed in the Building and which comply with the applicable building code. The Board shall not refuse to approve the installation or replacement of laminated glass or window film conforming to the specifications adopted by the Board. Exterior glass windows and exterior glass sliding doors are laminated glass architecturally designed to meet the wind load and wind-borne debris impact standards of the applicable building code. For this reason and for the purpose of preserving the aesthetic appearance of the Building, hurricane shutters shall not be installed on any exterior windows or exterior glass sliding doors in the Unit. If such windows and sliding glass doors in the Units are replaced, they must be replaced with laminated glass equal to or

exceeding the specifications of the original glass and which comply with the applicable building code.

7. USE OF COMMON ELEMENTS AND OTHER FACILITIES.

- a) Elevators. The elevators serving the condominium are primarily intended for use as passenger elevators for residents and their guests. The elevators shall be available for remodeling or for heavy furniture transfer only during the very early hours of the morning or during the off season period when the Building is experiencing light occupancy. The management reserves the right from time to time to determine exactly what time constitutes "very early hours" or the "off season"; however, unless the elevators have been posted with a notice to the contrary, "very early hours" shall be between 6:00 a.m. and 9:00 a.m., Monday through Friday and the "off season" shall be between October 1 and March 1 of the following year.
- b) Balconies, Fire Escapes, Halls, Stairways, Walkways and Owner Storage Rooms.
 - 1) Fire stairs, halls, staircases and landings are for ingress and egress to and from Units and shall not be obstructed. This precludes the leaving of any articles in these areas, including baby carriages, bicycles, garbage cans, supplies, ice and milk containers. This prohibition is in compliance with the fire code/insurance requirements and is for the protection of residents in case of fire or other emergency and will be strictly enforced. In addition, personal items must be stored only within assigned Unit storage lockers (i.e., cages) in the Owner storage rooms.
 - 2) These areas are part of the common elements and will be cleaned by the management. Residents are requested to cooperate by refraining from disposing on or from these areas any waste of any kind, including cigars and cigarettes.
 - 3) Residents who desire to place door mats outside their Unit doors and in the Common Area walkways may do so as long as: (i) the door mat is a "Super Berber Entrance Mat" in "Natural" color (the "Permitted Door Mat") sold by American Floor Mats (www.americanfloormats.com/super-berber-entrance-mats/); and (ii) the door mat is two by three feet in size, except as provided further below for two-door Units; and (iii) the Residents properly maintain the door mats. In addition to the door mat size of two by three feet described above, two-door Units may also use Permitted Door Mats that are three by five feet in size.
- c) Exterior of Building. No one may mount any object upon the exterior or roof of the Building without approval of the Board of Directors in writing. No one is to use the exterior of building as a backboard for any sports. No one is to

rest or place their feet or shoes on the vertical surfaces of the exterior of building. No one may install or use any awnings, decoration, illuminations, landscaping or signs without approval of the Board of Directors in writing.

- d) Amenities. La Serena on Perdido Key has a number of recreational amenities, including outdoor and indoor swimming pools and spas, tennis court, fitness facility, and kayak storage rack. For the well being of those using the amenities, the good condition of the amenities themselves, and the maintenance of a tranquil environment for other residents and guests, the following rules (as well as additional restrictions posted in the vicinity of the amenities) shall be observed at all times:
- 1) The use and enjoyment of the amenities is restricted to La Serena residents and their guests.
 - 2) All persons using the amenities at La Serena do so at their own risk; in an emergency, persons should call 911.
 - 3) There shall be no rough play or excessive noise when using the amenities; running is only allowed on the tennis court when playing tennis and pickleball.
 - 4) The maximum number of people who may use the outdoor pool at one time is 32; for the indoor pool the limit is 20. The maximum number of people who may use the outdoor spa at one time is 6; for the indoor spa the limit is 5. The spas may be used for only 15 minutes at one time; the maximum temperature of the spas is 104 degrees. All persons must shower before using the pools and spas. Diving is not allowed in the pools and the water in the pools and spas should not be swallowed. Recreational equipment such as rafts and tubes shall not be tethered to the outdoor or indoor pools and must be removed from pool areas when finished. The Association is not responsible for recreational equipment or toys left overnight at the pools; these items may be removed and disposed of by La Serena's management company.
 - 5) Animals, glass containers, and smoking are not allowed in the amenities. Food and beverage are not allowed in the outdoor or indoor pools or in the wet deck areas of the pools; food and beverages are not allowed in the outdoor or indoor spas and spa areas; food is not allowed in the fitness facility. Except for rafts, tubes, and similar items in the pools, no play and recreational equipment, including shoe skates, toys, play pens, and bicycles, are allowed in the amenities. The use of skate boards is not allowed anywhere inside the La Serena gates.
 - 6) The amenities may generally be used from 8 AM until 10 PM. The fitness facility and kayak storage racks are exceptions that may be used at any

time, but residents and guests using them must maintain a particularly quiet environment during late evening and early morning hours.

- 7) There is no lifeguard on duty – children under the age of 12 may not use the pools or spas unless accompanied by an adult. No person under the age of 16 may use the fitness facility unless he or she is accompanied by an adult. Unsupervised children may use the tennis court for playing tennis or pickleball, but a responsible adult must ensure their safety and proper use of the facility.
- 8) The tennis court is only used for playing tennis or pickleball; no other activities, such as practicing other sports, are allowed in the enclosure. The rules and courtesies of tennis apply at all times when playing tennis. The rules of pickleball shall apply when playing pickleball.
- 9) Kayaks.
 - i. Kayaks must be stored inside resident assigned storage lockers or in the kayak storage rack located just past the south end of the La Serena front parking lot.
 - ii. The kayak storage rack is available for La Serena resident and guest use on a first come, first serve basis.
 - iii. Owners have sole responsibility for taking precautions against theft and for ensuring safe usage of the kayak storage rack. The Association is not responsible for any damage or loss that may occur with the use of the facility. Kayaks stored on the storage rack should be placed upside down to minimize collection of rain water and creation of a mosquito hazard.
 - iv. In choosing to use the kayak storage rack, owners shall be deemed to have warranted to the Association to defend, indemnify and hold harmless the Association from and against any and all claims, losses, damages or cause of action arising out of or related to owner use of the facility.
 - v. Owners are required to remove all kayaks from the kayak storage rack 48 hours prior to the projected landfall of a named storm within 100 miles of La Serena. If owners do not take the appropriate action, the kayaks will be removed from the facility by La Serena's management company at owners' expense.
 - vi. Owners who are away from La Serena for an extended period of time are encouraged to remove their kayaks from the kayak storage rack so others may use it.

vii. Kayaks must be launched and recovered only from the small sandy area near the southwest corner of the La Serena building.

8. MANAGEMENT. A management company is employed by the Association to manage the Association and operations of the Condominium and Association Property. The cost and quality of the management company's services depend 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 provisions will be of much assistance to management. Personnel of the management staff are to perform only such services on an individual basis to Unit Owners, Tenants and Occupants of Units as are made available to all Unit Owners, Tenants and Occupants. The management company may charge the Unit Owner for certain services, such as maintenance of a Unit, if provided by the management company. No gratuities are to be provided to the management personnel, including all maintenance, office and service employees, with the exception of appropriate remembrances at holidays or other particular occasions, at the discretion of the Unit Owners, Tenants and Occupants.

9. PARKING AREAS. Parking areas are for use by residents or their guests for such personal vehicle or vehicles as are used by them for transportation purposes on a daily basis. In order to assure that the parking areas will have an aesthetically pleasing appearance and that they will be available to residents and their guests as needed, trailers, recreational vehicles, buses, motor homes, trucks and Vessels may not be parked on the Condominium Property, unless otherwise provided in the Condominium Documents. No other personal items may be stored in the parking areas.

The flow of vehicle traffic through the covered parking area shall be one-way, proceeding from the north entrance to the south entrance, and marked with appropriate signage.

10. ASSOCIATION ACCESS. The Association, to facilitate its right of access to all Units, shall retain a pass key to the Units, and the Unit Owners shall provide the Association with a new or extra key whenever locks are changed or added for the use of the Association pursuant to its statutory right to access to the Units. Such keys will be duplicated only with the assistance of the Board or the Board's designated agent.

11. MEETING NOTICES. Official notices will be posted in the elevators in the Building in compliance with Florida Statutes. In accordance with §718.112(2)(a)(2), the Board of Administration is only obligated to respond to one written inquiry per Unit in any given 30-day period.

12. DELETED 02/21/2015

13. RISK MANAGEMENT. Nothing will be done or kept in any Unit, the Common Elements or Association Property that will increase the rate of insurance on the Building, the contents of the Building or the Marina without the prior written consent of the Board. No Unit Owner will permit anything to be done or kept in the Unit Owner's Unit, the Common Elements or Association Property that would result in the cancellation of insurance on the Building, the contents of the Building or Marina, or that would be in violation of any law or building code.
14. APPLICATION OF REGULATIONS. These rules and regulations will apply equally to Unit Owners and their families, Tenants, Guests, invitees, agents, employees, including, without limitation, domestic help. Each Unit Owner will be responsible for the conduct of their Guests, Tenants, invitees, employees and agents.
15. RIGHT TO AMEND. The Association reserves the right to change, amend, delete or waive any of the rules set forth herein.
16. REFERENCE TO OTHER DOCUMENTS. These rules and regulations do not purport to constitute all of the restrictions affecting the Condominium and Association Property. Reference should be made to the Condominium Documents.
17. MARINA REGULATIONS.
- a) A Slip may only be used by the Association, a Unit Owner, Tenant or Occupant of a Unit, their respective family members residing in a Unit, and when accompanied by a Unit Owner, Tenant or Occupant, their respective Guests and invitees, subject to and in accordance with the terms and conditions of the Slip Assignment, Temporary Slip Assignment, and Marina Governing Documents.
 - b) Each Slip Holder and Slip User using any of the Dock Facilities or Slips, or operating Vessel within the waters of the Submerged Land or Marina, shall be governed by and shall comply with the Marina Governing Documents, as established and amended from time to time, including, without limitation, all environmental and related laws, ordinances, codes, rules, regulations and requirements of governmental authorities.
 - c) Only private pleasure Vessels owned or leased exclusively by a Slip Holder, Temporary Slip Holder or Slip User may be moored, docked or berthed at the Dock Facilities.
 - d) Prior to docking or berthing at a Slip or the Dock Facilities, all Vessels must be registered with the Association and documentation proving that the Slip Holder, Temporary Slip User or Slip User owns the Vessel must be presented

to the Association. A copy of the current Vessel registration or ownership documentation must be submitted to the Association prior to occupancy of the Slip and from time to time thereafter upon renewal of such registration.

- e) All Vessels moored or berthed at the Dock Facilities must provide the Association with proof of current and valid insurance in the amount of One Million Dollars (\$1,000,000.00) for liability and property damage coverage naming the Association as an additional insured.
- f) All Vessels in the Marina are subject to inspection by and approval of the Association, in its sole discretion. The minimum standards for approval shall be the compliance of the Vessel with the requirements of these Rules and Regulations, as may be modified from time to time, and the Marina Governing Documents, as defined in the Declaration of Condominium. Prior to occupancy of a Slip or docking or berthing of a Vessel, the Slip Holder, Temporary Slip Holder or Slip User shall make the Vessel available for inspection by the Association on the date and time selected by the Association. An agent of the Association shall have the right to board and inspect any Vessel to determine its seaworthiness, cleanliness, adequacy of its sanitary facilities, and compliance with all applicable city, county, state and federal regulations and all other applicable rules and regulations. Prior to boarding and inspecting the Vessel, the Association shall give reasonable prior notice to the Slip Holder, Temporary Slip Holder or Slip User, provided, however, in the event of an emergency situation or the inability of the Association to contact the Slip Holder, Temporary Slip Holder or Slip User, the Association shall retain the right to board and inspect the Vessel in accordance with this rule and the same shall not be considered a trespass. The inspection of a Vessel shall not, however, be deemed to create any liability of the Association or its directors, officers, representatives, employees, agents or members as to the unsafe or un-seaworthy condition of any Vessel or any damage to person or property arising therefrom.
- g) Only Vessels that are self-propelled, in a seaworthy condition, and registered with the Association may enter the Marina. All Slip Holders, Temporary Slip Users and Slip Users and their Guests, invitees, employees, crew members and agents must comply with all Rules and Regulations and the provisions of the Marina Governing Documents, including, without limitation, observance of all posted signs, speed limits and other Rules and Regulations when in the waters of the Marina or while a Vessel docked, moored or berthed at the Dock Facilities. The U.S. Coast Guard Inland Navigation Rules shall apply to all Vessels entering or leaving the Marina. Slip Holders, Temporary Slip Holders and Slip Users shall be responsible for the conduct and actions of their respective Guests, invitees, employees, agents and crew members in the Marina and for the operation and maintenance of their respective Vessels within in the Marina.

- h) Each Slip shall be used only for the mooring of one (1) Vessel in seaworthy condition and under its own power. Only one (1) Vessel may be moored in a Slip at any time. The length of the Vessel shall not exceed thirty six feet (36'), measured as overall length including all parts and accessories such as outboard motors, bow pulpits and swim platforms (including all bowsprints, booms, pulpits, and other projections and overhangs), and the depth of the Vessel below the surface of the water shall not exceed three feet (3'). All Vessels moored, berthed or tied up, or docked to the Docks and/or Slip shall be subject to the approval of and registered in advance with the Association.
- i) In the event of an emergency during a Slip Holder's or Temporary Slip User's absence, including, without limitation, a breakdown of the bilge pump, leak, bad lines, the Association is authorized to make necessary repairs as economically as possible, and charge such costs to the Slip Holder or Temporary Slip User. Additionally, the Association may remove a Vessel in an emergency to protect or preserve life or property, including, without limitation, the Association Property, Condominium Property or other Vessels.
- j) Refuse shall not be thrown overboard. Garbage shall be deposited in cans, bins or other designated trash receptacles supplied for that purpose, and no refuse or garbage shall be thrown overboard into the waters of the Marina, left on the Dock Facilities or in the Marina, or discarded in any location where it is visible from the balcony of any Unit. If a Vessel contains a sanitation device aboard, it must comply with all applicable requirements of the U.S. Coast Guard governing the installation and use of such device. The sanitation device and related equipment must be properly functioning and fully operational at all times while the Vessel is within the Marina. No person shall discharge oil, fuel spirits, flammable substances, oily bilges, sanitation effluent, sewage or any other substance (other than bilge water) into the waters of the Marina.
- k) Noise shall be kept to a minimum at all times. All Slip Holders, Temporary Slip Users and Slip Users and their Guests, invitees, employees, crew members and agents shall use discretion in operating engines, generators, radios and television sets, equipment and in use of any portion of the Marina so as not to create a nuisance or disturbance, provided that normal boating activities conducted in a proper manner and in accordance with all terms and conditions of the Marina Governing Documents shall not be considered a nuisance. The use of mechanical tools (buffers, sanders, etc.) outside of Vessel is prohibited. All Vessels must have under water exhaust in operation.
- l) Swimming and diving shall not be permitted in the Marina.
- m) No barbeque, charcoal or gas fires, or outdoor cooking is permitted on any Vessel within the Marina or on any portion of the Dock Facilities.

- n) Slip Holders, Temporary Slip Users and Slip Users and their Guests, invitees, employees, crew members and agents may not store supplies, materials, accessories or debris on walkway, docks or finger piers, other than in dock boxes assigned to such Slip Holder or Temporary Slip User, and shall not construct or place thereon any lockers, chests, cabinets, or similar structures except with written approval from Marina. Painting, scraping or repairing of gear of the Vessel shall not be permitted on the walkways or Dock Facilities. The extent of repairs and maintenance shall be permitted at the sole discretion of the Association.
- o) Motorcycles, bicycles, skateboards and roller blades will not be allowed to be ridden on any Dock Facilities and must be stored on the Vessel or on the Condominium Property in designated areas in accordance with the provisions of the Marina Governing Documents. Dinghies must be berthed within the Slip assigned to a Vessel and in such a manner so as not to interfere with adjoining Slips or access to and from the Dock Facilities.
- p) All lines, rigging and halyards will be secured by the Slip Holders, Temporary Slip Users and Slip Users in order to eliminate noise. Slotted masts must have noise protection devices.
- q) All Slip Holders, Temporary Slip Users and Slip Users agree not to permit their respective Vessels to be used for residential dwelling purposes, whether temporary or permanent (including, without limitation, for overnight stays) or for any commercial purpose whatsoever while such Vessels are docked, berthed or moored within the Marina.
- r) Unauthorized use of the water and electricity supplied to the master electrical and water meters to the Dock Facilities or the separate electrical or water meters for another Slip is prohibited.
- s) In case of hurricanes, storms, fires, natural disasters or other "Emergencies", as hereinafter defined and as determined by the Association, in its sole discretion, each Slip Holder, Temporary Slip User and Slip User shall prepare his or her Vessel and secure or remove such Vessel, as appropriate, prior to his or her departure in accordance with the standards established by the Board of Directors (or in the absence thereof, with all due care) or designate a responsible firm or individual to care for and secure or remove such Vessel, as appropriate, in the absence of the Slip Holder, Temporary Slip User or Slip User. If the Vessel is unattended and its owner cannot be reached or refuses to make such arrangements, the Association is authorized but not obligated to move the Vessel, at the owner's expense, to protect the Vessel, Association Property or Condominium Property, provided that the Association is under no obligation to provide this service. Slip Holders, Temporary Slip Users and Slip Users shall be jointly and severally liable for any and all damage to person or property, including, without limitation, the Dock Facilities or other

Vessels, caused by their respective Vessels during hurricanes, storms, fires, natural disasters or other Emergencies. For purposes of these Rules and Regulations, an "Emergency" shall constitute any event in which lives or personal property, the Association Property or the Condominium Property are imminently threatened and shall include, but not be limited to, a situation where a Vessel is sinking, taking on water, smoking, on fire or leaking any unknown or dangerous fluid.

- t) No person may conduct a business of any type, including, but not limited to, the demonstration of, charter of or sale of any Vessel moored or berthed at the Dock Facilities or within the Marina; provided, however, that potential buyers of Vessel may enter the Marina to view the Vessel that is for sale or lease by a Slip Holder, Temporary Slip User or Slip User provided that such potential buyers are accompanied by the Slip Holder, Temporary Slip User or Slip User at all times and such access is in accordance with the provisions of the Marina Governing Documents. Advertising and/or soliciting, including, but not limited to, "For Sale" signs shall not be permitted on any portion of the Dock Facilities or within the Marina.
- u) No fish or fish byproducts may be left at the Dock Facilities or Marina at any time.
- v) No chests, containers or structures of any type, other than dock boxes originally installed by the Developer or the Association (or replacements thereof approved by the Association) shall be constructed, erected or maintained on the Dock Facilities. Except for dock boxes, no items may be placed, stored or kept on any portion of the Dock Facilities or Marina. No flammable, combustible or explosive fluids, chemicals or substances (other than fuel and oil in a Vessel's engine system) shall be kept in any permitted dock box, or Vessel; provided, however, that solvents and cleaning substances may be kept in permitted dock boxes, if stored in a safe manner and in accordance with applicable fire codes and insurance requirements. No laundry shall be hung on any Vessel or any portion of the Dock Facilities.
- w) No generator may be operated on any Vessel except as necessary to protect the Vessel or other property from damage (i.e. power outages or electrical system failures).
- x) No repairs or maintenance of any type, except soap and water washing and detailing (including waxing and bright work) of any vessel, shall be conducted on any portion of any Vessel moored or berthed at the Dock Facilities, including, but not limited to, the sanding, painting, sealing, varnishing or any repairs to the wood, metal, fiberglass, engines, transmissions, steering assemblies, winches, equipment, or other portions of any Vessel while moored at the Dock Facilities; provided however, that this shall not apply to emergency repairs necessary to protect person or property or to remove a

Vessel from the Marina.

- y) No fuel trucks are permitted to enter the Marina at any time to fuel Vessels. The handling, storage, transportation and disposal of hazardous or toxic substances in violation of any applicable laws, ordinances, codes, rules, regulations or requirements of applicable governmental authorities is prohibited (hazardous or toxic materials shall be as defined by Federal, Florida and common law). Slip Holders, Temporary Slip Users and Slip Users shall not fuel Vessels in Slips or any other portion of the Dock Facilities, Marina, Submerged Land or adjoining waters. There shall be no disposal of expended lubricants or bilge contaminant or waste holding tank upon or within any portion of the Dock Facilities, Marina, Submerged Land or adjoining waters. Slip Holders, Temporary Slip Users and Slip Users shall ensure that any bilge water pumped into the waters does not contain any petroleum or other hazardous or toxic substances as defined by Federal, Florida and common law.
- z) Each Slip Holder, Temporary Slip User and Slip User shall use only the water and electricity pedestal assigned and separately metered to his or her Slip.
- aa) Except as otherwise provided in the Marina Governing Documents, the sidewalks, walkways and like portions of the Dock Facilities are not exclusive to Slip Holder, Temporary Slip User and Slip User and shall not be obstructed or used for any purpose other than as provided pursuant to the Marina Governing Documents.

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