

**EXHIBIT “A-7”
TO
DECLARATION OF CONDOMINIUM
FOR
THE PALMS OF PERDIDO, A CONDOMINIUM**

**RULES AND REGULATIONS
FOR
THE PALMS OF PERDIDO OWNERS’ ASSOCIATION, INC.**

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The pleasantness of condominium living is greatly enhanced by a congenial atmosphere in which all Owners have proper regard for the comfort of others. For this reason these rules and regulations have been adopted by The Palms of Perdido Owners' Association, Inc. in order to assure Owners, their guests or Lessees that the condominium property will be properly used for the benefit of all those persons. All Owners are requested to cooperate in seeing that the Rules and Regulations are observed.

These Rules and Regulations do not purport to constitute all of the regulations or restrictions affecting the Condominium and Common property. Unit Owners are responsible for adherence to the Articles and Bylaws for the Condominium. The Association Directors reserve the right to change, amend, delete or waive any of the rules set forth herein. Copies of the Rules and Regulations shall be provided to the Owners upon request or when changes are made.

ARTICLE I
GENERAL AND ADMINISTRATIVE

1.01 RECREATIONAL FACILITIES.

Use of the recreational facilities and Common Areas will be in such manner as to respect the rights of all Owners. Use or limitations of use of particular recreational facilities will be controlled by regulations to be issued from time to time, and as outlined in Article VIII of the Declaration of Condominium.

1.02 THE BUILDING.

- (a) The balconies, terraces, stairways, elevators, and other Common areas shall be used only for the purposes intended, and shall not be used for hanging garments, towels or other objects, or for cleaning of rugs or other household items.
- (b) No work of any kind is to be done upon exterior building walls or upon interior boundary walls without first obtaining the approval required by the Declaration of Condominium.
- (c) Any 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 four and one half (4-1/2) feet by six (6) feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, regardless of any declaration rules or regulations dealing with flags or decorations.
- (d) As patio furnishings and fixtures can be subjected to violent and unexpected wind, each unit owner is responsible to properly secure those furnishings and to prevent damage to the exterior of the building or any other common elements. In the event of such damage, the unit owner must contact the building supervisor within twenty-four (24) hours of the observation of such damage. Each unit owner will be financially responsible for repairs to the common elements of the building as a result of such damage.

1.03 PETS.

Pets may be kept in the Units and on the Condominium property as outlined in Article VIII of the Declaration of Condominium, and adhere to the regulations regarding use of the “Pet Walk” areas. Owners are responsible for not only maintaining control of their pet, but also for cleaning up and disposing of the wastes and litter of their pets in the manner prescribed.

- (a) Pets, as designated in Article 8.15 of the Declarations, may be kept in the units and on the condominium property. All pets must be under the immediate control of a responsible individual and walked with a handheld leash, except when the pet is inside a unit. The owners are responsible for maintaining control of their pets and also for cleaning up and disposing of waste from their pet. All waste should be bagged, sealed, and deposited in the pet waste container on the west side of the parking facility or other waste container on the property. Pets may be walked on the grass and lawn areas on the west side of the building and any area north of the Palms covered parking area. Pet owners are directly responsible for any costs associated with their failure to properly clean up after their pets or for any damages to the Association property caused by their pets.

1.04 NOISE.

No Owners may make or permit any disturbing noises in the building whether made by the Owner, their Guests, or Lessees, nor do or permit anything to be done by such persons that will interfere with the rights, comforts or convenience of other residents as outlined in Article VIII of the Declaration of Condominium.

1.05 POSTING OF NOTICES.

The designated location on the Condominium property where all notices will be posted is the west wall across from the Concierge Desk on the Club Level. The notices to be posted include notices of Unit Owner/Member meetings and Board meetings, as well as any other notices that may be required under the Condominium documents or Florida Law.

ARTICLE II POOLS AND POOL DECK AREAS

2.01 NO LIFEGUARD

The Association **DOES NOT HAVE A LIFEGUARD ON DUTY.** Owners, their Guests, or Lessees swim at their own risk.

2.02 RULES.

- (a) The use of the pools is restricted to Owners, their Guests or Lessees. Please exercise good judgment in the number of guests you have and be considerate of the other Owners. Owners are responsible for the conduct of their Children, Guests and Lessees while in the pools and while going to and from the pools.
- (b) Children must be accompanied by a responsible person.

- (c) Bottles or glass are not permitted in the pool and deck area. All beverages must be in paper or plastic containers.
- (d) Properly dispose of all trash.
- (e) Do not tamper with any of the safety equipment.

**ARTICLE III
PARKING**

3.01 RULES.

- (a) Designated parking spaces are a Limited Common Area belonging only to the Unit Owner, Guests and/or Lessees.
- (b) Only vehicles or pick-up trucks not exceeding three-quarter ton may utilize any parking facilities.
- (c) Vehicles may be parked only in the areas provided for that purpose.
- (d) General parking stalls not otherwise assigned are to be used on a first-come, first-served basis for Owners, Guests and/or Lessees.
- (e) Vehicles must be operated with care on the property of the Association. Each unit owner is directly responsible for any damage caused by their vehicle, or their guest's vehicle, while being operated on the property. Any damage to the Palms property caused by vehicles must be reported to the building supervisor within twenty-four (24) hours.

3.02 BEACH CHAIRS.

- (a) The Board shall establish a three-person committee to submit periodic reports and recommendations to the Board regarding annual Beach Chair Rentals. The committee shall report and recommend procedures for designating a chair rental company, establishing boundaries, sign placement, chair assignment and arrangement, location of chairs, and other related matters. The Board shall annually adopt Beach Chair rules and provide notices of rental procedures and costs, publish rules and provide chair charts to each owner.

**ARTICLE IV
DELIVERIES, ADMITTANCE, MOVING ACTIVITIES**

4.01 POLICY AND PROCEDURES

4.02 PURPOSE:

The scheduling and timing of deliveries, related elevator use, maintenance, and improvement activities are to be regulated such that these activities will not interfere with the rights, comfort, convenience, and security of other residents, and will not cause damage to the building or condominium property.

It is important that the Property Manager be aware of certain activities in advance so that this protocol is followed.

4.03 SCOPE:

This policy applies to all residents who schedule deliveries and activities requiring ingress/egress to and from the building for the purpose of a particular unit. Moving activities and bulk items are to be carefully planned and scheduled with the Property Manager. When properly scheduled, the Property Manager can provide proper notice on the Bulletin Board, regulate conflicts w/ other activities, and provide a loaner key for exclusive elevator use.

This Policy also applies to activities conducted for the Association by the Property Manager and/ or staff.

4.04 RESPONSIBILITIES:

It is the responsibility of the resident to plan and schedule any delivery or pick-up in accordance with the following:

A. NORMAL DELIVERIES:

1. All deliveries and pick-ups are to be scheduled between the hours of 8:00 am and 4:00 pm. It is the responsibility of the resident to admit the delivery into the building and provide access for elevator use and/or unit admittance.
2. Food and miscellaneous catered deliveries after hours are the responsibility of the resident to personally receive. In such cases, access codes are not to be provided to outside sources.
3. For small parcel deliveries: On occasion, *and if necessary*, if a delivery is scheduled whereby the resident cannot be available to receive the item, arrangements can be made in advance by e-mail to the Property Manager to

receive the delivery on behalf of the resident. No delivery arrangements will be handled outside of the specified hours. The Property Manager cannot be responsible for damages, hidden damage of received goods, or any liability whatsoever, and the parcel will be left in the common area outside of the respective unit.

4. Specific delivery sources with recognized personnel have been authorized and have been provided with special access codes to the building and elevators for delivery purposes to the respective unit common floor. Delivery services authorized to date are; (a) UPS, (b) Federal Express.

B. BULK AND MOVING ACTIVITIES:

It is the responsibility of the resident to plan, schedule, and be responsible for any moving activities or bulk deliveries or pick-ups in accordance with the following:

1. All moving activities and handling of bulk items are to be scheduled between the hours of 8:00 am and 4:00 pm. It is the responsibility of the resident to personally manage all activities which would include parking and placement of vehicles, admittance into the building, access for elevator use and/or unit admittance.
2. In order to insure the Purpose of this Policy, any activity within this category is to be scheduled in advance with the Property Manager for the purposes outlined in 4.01.3 (above). Additionally, the resident can then be given an elevator key for exclusive use of elevator #2 during the moving activities.
3. It is mandatory that protective elevator pads be installed in elevator #2 and that the wood floors are protected. Elevator pads are stored in the Cart Room for this purpose and are to be returned when moving is completed.
4. Elevator doors are not to be “propped” open since they will then require repair. The elevator key will enable the doors to be programmed to remain open.
5. Building entrance doors are not to be left “propped” open while unattended for security reasons. Top and bottom deadbolts are not to be used to prop the doors in the unlocked position.
6. The resident is responsible for any damage to the condominium property, and required clean up and removal of any cardboard, packing material, and evidence of the move. Any damages must be paid within 15 days of notice from the Association.
7. Palms staff cannot be involved in accepting, handling or taking any responsibility for activities related to this policy.

8. Deliveries received by building management and/or staff for Association purposes will be handled in the same general manner so as to protect the building and property and respect the rights, comfort and security of the residents.

C. SERVICE PERSONNEL AND CONTRACTORS:

It is the responsibility of the resident to schedule and handle service, repair, maintenance personnel and contractors in generally the same manner as A. and B. (above).

1. Property management and staff will not permit the admittance of such personnel unless specifically authorized in writing by the resident to the Property Manager.
2. Specific companies and service personnel have been authorized and have been provided with special access codes to the building and elevators for service and regular maintenance purposes. Companies authorized to date are;
(a) Perdido Heating and Air Conditioning. Provides maintenance contracts for residents.
If a resident engages in a regular service contract and authorizes the Property Manager in writing to allow such entry, this can be handled by the Association staff on a routine and regular basis. Residents should be aware that rooftop heat pumps require admittance to the roof.
3. In the event of contractors who are involved in repair and/or remodel activities within a unit for a resident, the resident is responsible for all activities including access security. Some residents find it convenient to use a Lock Box system on the resident's entrance door for authorized admittance by multiple contractors.
4. On occasion, *and if necessary*, the Property Manager will provide access for a particular situation if authorized in advance and in writing to the Property Manager by the respective resident.
5. Personnel related to this policy should not be allowed in the Club Rooms or on Level II and should not use the common areas except for required access.
6. Dust and infiltration caused by construction activities in common areas should be monitored carefully by the respective and responsible resident. Special care should be taken regarding smoke and fire detection devices which are intended to activate for cause. Any charges from the Fire Department for false alarms that are created by a unit owner or his/her representatives or contractors are the responsibility of the unit owner and are to be paid for within 15 days of notice from the Association.

7. Carts kept by the Association in the Cart Room are for the use of residents and are not to be used by contractors.
8. Debris and construction materials are to be removed from the premises and are not to be deposited in the Association's trash receptacles.
9. It is suggested that a resident's contractor(s) be provided with this policy and/or be bound by its terms.

4.05 SUPPLEMENTAL:

1. Any charges incurred by the Association for neglect of this Policy in any way will be the responsibility of the respective resident.
2. Delivery trucks/vans and moving vans can create a problem within the site and can damage the pavement and curbs. When such activities are scheduled in advance with proper notice given, staff can then be available to coordinate parking and unloading so as not to create an inconvenience to others and insure turning radii, weight and height limitations, etc. No vehicles over ¾ ton are allowed on the property. No trailers are allowed without proper authorized.
3. Advanced scheduling with the Property Manager can also alleviate various activities being planned by more than one resident for load/unload and elevator use.

**ARTICLE V
TRASH, WASTE AND REFUSE HANDLING**

5.01 POLICY AND PROCEDURES

5.02 PURPOSE:

Proper waste and refuse handling is vital to the well being of condominium life. In addition to the life-safety, fire, and health aspects, consideration is to be given to fire codes, violations and citations, insurance coverage and premiums, odorous bacteria and general hygiene, and the breeding of pests, infestation and mildew.

5.03 CONDOMINIUM DOCUMENTS:

The Declaration of Condominium states (*in part*) as follows:

- (a) Each Owner agrees that all trash removal services, and other similar services to that Owner or its Unit shall be effected at a central location or locations designated by the Association from time to time for such purposes.
- (b) Owners shall not, and shall not permit their Guests or Lessees, to litter. No burning of trash, garbage or other waste materials will be permitted on the Condominium Property or any part of the Condominium Property. Trash removal methods will be in strict accordance with the terms and conditions of the Bylaws and/or Rules and Regulations, as they may be promulgated by the Association.

5.04 SCOPE:

This policy applies to all Owners, Guests, and Lessees.

5.05 RESPONSIBILITIES:

It is the responsibility of the Unit Owner to require Owner's Guests and Lessees to comply with all provisions of this policy.

A. TRASH CHUTES:

1. Trash compactor bags and bagged trash are the only items allowed in the trash chute.
2. Trash compactors and leak-proof compactor bags must be used for all refuse emanating from the kitchen. In-sink aerators should be used for disposal of garbage or discarded food products.
3. All other normal household refuse must be placed in a trash bag intended for that purpose and of appropriate size to slide freely in the chute.
4. Diapers must be tightly bound in a trash bag.
5. Not allowed in trash chutes: Items not bagged and sealed or boxes of any kind/size, including pizza boxes.
6. Any bag placed in the trash chute must be capable of complete free-fall to the ground floor container.

B. ALL OTHER REFUSE:

1. Any items not listed above and that are not permitted in the trash chute are to be placed directly into the trash dumpster.

2. Items placed into the trash dumpster must be normal household refuse only. Cardboard boxes must be cut or disassembled and laid flat for compaction.
3. Moving boxes and/or containers are not to be left on the premises and should be handled in accordance with the Policy for Deliveries and Moving.
4. Construction and remodel related debris are not to be left on the premises.
5. Flammable and combustible materials or containers are not to be left on or disposed of on condominium property.
6. As of this date Emerald Coast Utilities Authority handles the disposal of refuse and governs protocol. ECUA does not accommodate recycling, however it is possible that this Policy will be amended to provide such services.

5.06 SUPPLEMENTAL:

1. At no time, are items of trash or refuse allowed in any common areas or limited common areas. All means of egress and life/safety corridors are to remain totally unobstructed at all times.
2. Citations by any governing entity or the Fire Marshal shall be the responsibility of the Unit Owner as applicable.
3. Cigarettes and cigars are litter as well as a fire hazard and endangerment to others and condominium property.
4. Any costs incurred by the Association for violations of this Policy in any way will be the responsibility of the respective Unit Owner.
5. Contractors working for a Unit Owner are to be aware of this policy and must also remain compliant.