

**RULES AND REGULATIONS CONCERNING USE OF
VISTA DEL MAR AT PERDIDO KEY, A CONDOMINIUM
EFFECTIVE UPON THE RECORDING OF
THE DECLARATION**

1. The sidewalks, entrances, passages, public halls, elevators, corridors and stairways of or appurtenant to the Building shall not be obstructed or used for any other purpose than ingress to and egress from the Building.

2. No article (including, but not limited to, garbage cans, bottles or mats) shall be placed in any of the Common Elements, except those areas specifically designated by the Association. Nothing shall be hung or shaken from any doors, windows, roofs, balconies, terraces or patios or placed upon the window sills of the Building, except that, notwithstanding anything herein to the contrary, one portable, removable United States flag may be displayed in a respectful way, and 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 may be displayed in a respectful way on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day. No live plants shall be permitted in the doorways, windows, balconies, terraces or patios or placed upon the window sills of the Building without the prior written consent of the Board.

3. Neither occupants nor their guests shall play in the entrances, passages, public halls, elevators, corridors, stairways or fire towers of the Building.

4. Except as otherwise provided in the By-Laws, no public hall or public elevator of the Building shall be decorated or furnished by any Unit Owner in any manner.

5. Each Unit Owner shall keep his Unit in a good state of preservation and cleanliness, and shall not sweep or throw, or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance.

6. For the purpose of aesthetics and uniformity, all drapes or window treatments or the lining thereof which face the exterior of a window or other type of transparent opening, doorway or window and/or which can be seen or viewed from the exterior of the building shall be white and cannot contain a pattern or design. Any color other than white or any pattern must be approved in writing by the Board.

7. Satellite dishes, aerials and antennas and all lines and equipment related thereto located wholly within the interior, physical boundary of a Unit shall be permitted without any requirement for approval from the Association; provided, however, any such satellite dishes, aerials and antennas and all lines and equipment related thereto cannot be visible from the Common Elements or any other Unit without obtaining the prior written consent of the Association. Notwithstanding the foregoing, satellite dishes, aerials and antennas may be installed as permitted by applicable Federal and/or State law. Satellite dishes, aerials and antennas shall not be permitted on the Common Elements except to the extent required to be permitted by applicable law. No sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the Building except such as are permitted pursuant to the Declaration or the By-Laws or such as shall have been approved in writing by the Board; nor shall anything projected from any window of a Unit without similar approval.

8. No ventilator or air conditioning device shall be installed in any Unit without the prior written approval of the Board.

9. All radio, television or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements or recommendations of the local fire department and the public authorities have jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such Unit Owner's Unit.

10. No Unit Owner shall make or permit any disturbing noises or activity in the Building, or do or permit anything to be done therein, which will interfere with the rights, comforts or conveniences of other Unit Owners or tenants. No Unit Owner shall play upon or cause to be played upon any musical instrument, operate or permit to be operated a phonograph, radio, television set, loud speaker, or other sound amplification device in such Unit Owner's Unit between 10 p.m. and the following 9 a.m., if the same shall disturb or annoy other occupants of the Building, and in no event shall practice or cause to be practiced either vocal or instrumental music between the hours of 10 p.m. and the following 9 a.m. No construction or repair work or other installation involving noise shall be conducted in any Unit except on weekdays (not including legal holidays) and only between the hours of 8 a.m. and 5 p.m., unless such construction or repair work is necessitated by an emergency. Unit Owners shall not cause or permit any unusual or objectionable noises or odors to be produced upon or to emanate from their Units or any terrace or deck appurtenant thereto.

11. All service and delivery persons will be required to use the entrance designated by the Board.

12. Water-closets and other water apparatus in the Building shall not be used for any purpose other than those for which they are designed, nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any water-closets or other apparatus in a Unit shall be repaired and paid for by the owner of such Unit.

13. The agents of the Board and any contractor or worker authorized by the Board may enter any room or Unit at any reasonable hour of the day for the purpose of inspecting such for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate in a reasonable manner so as not to unreasonably interfere with the use of such Unit for its permitted purposes.

14. The Board may retain a pass-key to each Unit. If any lock is altered or a new lock is installed, the Board shall be provided with a key thereto immediately upon such alteration or installation. If the Unit Owner is not personally present to open and permit an entry to his Unit at any time when an entry therein is necessary or permissible under these Rules and Regulations or under the By-Laws and has not furnished a key to the Board, then the Board or its agents (but, except in an emergency, only when specifically authorized by an officer of the Condominium) may forcibly enter such Unit without liability for damages or trespass by reason thereof (if during such entry reasonable care is given to such Unit Owner's property).

15. No vehicle belonging to a Unit Owner or to a member of the family or guest, tenant or employee of a Unit Owner shall be parked in such manner as to impede or prevent ready access to any entrance to or exit from the Building by another vehicle.

16. The Board may from time to time curtail or relocate any portion of the Common Elements devoted to storage or service purposes in the Building.

17. Complaints regarding the service of the Condominium shall be made in writing to the Board.

18. Any consent or approval given under these Rules and Regulations may be added to, amended or repealed at any time by resolution of the Board.

19. Except as permitted under the Declaration and By-Laws, Unit Owners, their families, guests,

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servants, employees, agents, visitors or licensees shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof of the Building.

20. No Unit Owner or any of his agents, servants, employees, licensees or visitors shall at any time bring into or keep in his Unit any inflammable, combustible or explosive fluid, material, chemical or substance, except as shall be necessary and appropriate for the permitted uses of such Unit.

21. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance of the Building or contents thereof without the prior written consent of the Board. No Unit Owner or occupant shall permit anything to be done or kept in his Unit or in the Common Elements which result in the cancellation of insurance on the Building or which would be in violation of any law. No waste shall be committed in the Common Elements.

22. If any key or keys are entrusted by a Unit Owner or by any member of his family or by his agent, servant, employee, licensee or visitor to an employee of the Association, whether for such Unit Owner's Unit or an automobile, trunk or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner, and the Board shall not be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

23. No group tour or exhibition of any Unit or its contents shall be conducted, nor shall any auction sale be held in any Unit without the consent of the Board.

24. No Unit Owner shall install any plantings on any terrace, patio or roof except with the permission of the Board.

25. All persons must comply with the requirements of the Florida Condominium Act, as amended from time to time, Articles of Incorporation of the Association, By-Laws of the Association, the Declaration and these rules and regulations.

26. No more than two (2) dogs or birds (two (2) being the maximum number of such animals in any combination, but specifically excluding in all events domestic cats, ferrets, reptiles, pot bellied pigs and other livestock or wildlife) and/or a reasonable quantity of fish shall be permitted to be contained in a Unit. Pets that are of a known vicious breed such as "Pit Bulls," "Bull Terriers," "Chows" or other like breeds are not permitted, except that Rottweilers shall not be considered a vicious breed and shall be permitted to be contained in a Unit. All dogs must remain on a six (6) foot leash when outside of the Unit. Each Unit Owner shall ensure that all pets remain outside of any protected dune habitats located within or adjoining to the Condominium Property. The Association shall have the right to adopt and enforce such additional pet regulations as are reasonably necessary to ensure that such pets are not and do not become a nuisance. Pets shall not be permitted upon the Common Elements except pursuant to Rules and Regulations or as contained in the Declaration. All Unit Owners are required to clean up all pet droppings deposited on the Common Elements. The foregoing right to have pets contained in a Unit shall be specific to a Unit Owner and under no circumstances shall an Approved Tenant (as said term is defined in the Declaration) of a Unit be permitted to have any pets.

27. All parking rights are subject to and contingent on the rules, regulations and restrictions of the Association as promulgated and/or amended from time to time. Only operable automobiles, vans constructed as private passenger vehicles, and pick up trucks used as private passenger vehicles, having an appropriate coat of paint, may be parked overnight on the Condominium Property without the prior written consent of the Association. No trailer, motor home, mobile home, truck (other than a passenger vehicle), commercial vehicle of any kind, or

any other machine, equipment or apparatus shall be permitted to be parked or operated on any of the Condominium Property without the prior written consent of the Association. No boats, boat trailers, or boat related personal property shall ever be parked or stored on the Condominium Property, except in designated areas.

All parking must be limited to one designated parking space. No designated parking space shall be used as a site to store or repair/overhaul any vehicle, equipment or machine, and no motor vehicle or boat repair work shall be conducted on any portion of the Condominium Property. No ATV vehicles may be used on the Condominium Property without the prior written consent of the Association. This restriction, with respect to parking, does not apply to the Developer in the performance of activities authorized by the Declaration and does not apply to commercial vehicles, machines, and equipment required to perform construction, maintenance, or refurbishing or repair services to a unit or building for the period of time reasonably necessary for such construction, maintenance, refurbishing or repair. The easement rights in and to one (1) exclusive parking space will be assigned by Developer for each unit. The exclusive parking space so assigned will be particularly set forth on the Warranty Deed from the Developer to the applicable unit owner and except as otherwise provided in the Declaration, the rights in and to such exclusive parking space may not thereafter be transferred apart from the fee simple title to such unit.

28. Use of any of the recreational and other commonly used facilities, including without limitation, the pools, the spa, and the fitness center, is restricted to Unit Owners and their Guests and tenants. Unit Owners are responsible for the conduct of their Family, Guests and tenants while using the recreational and other commonly used facilities, and while going to and from the recreational and other commonly used facilities.