

Purple Parrot Village Condominium Association
Rules and Regulations
August 2014

The Rules and Regulations hereinafter enumerated as to the Condominium Property, the Common Elements, the Limited Common Elements, and the Condominium Units, shall be deemed in effect until amended by the Board of Directors (BOD) of the Association and shall apply to and be binding upon all Unit Owners. 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, housekeepers, lessees and persons over whom they exercise control and supervision.

1. The use of the Units shall be consistent with existing laws and restrictions set forth in the By-Laws and shall not constitute a nuisance.
2. Common Elements shall not be obstructed, littered, defaced or misused in any manner and shall be kept free and clear of all rubbish, debris and unsightly materials. Costs of cleaning or repair of damage or destruction caused to a Common Element shall be the responsibility, and at the expense, of the violating Owner.
3. Owners and occupants of Units shall exercise extreme care to minimize noise in the use of musical instruments, radios, television sets, amplifiers, etc., so as not to disturb persons or parties occupying other Units. Quiet hours are 10:00 PM until 7:00 AM.

Special care must be taken in one bedroom upstairs units. If the Unit has flooring other than the preferred carpet, the living room must have an area rug fully covering the seating/TV viewing area and the bedroom must have an area rug under the bed and extending to the traffic areas, plus padding that equals at least ½ inch thick. All chairs must have pads on the bottom of the legs. Wood and bamboo flooring making squeaking noise from footsteps must be maintained with glue or screws if noise is generated in the subfloor.

4. No garments, rugs, beach towels, etc. may be hung from the windows, porch/balcony railings or other portions of the Units, nor may they be dusted from the windows of the Units. They may be cleaned within the Units or off-site, but not in or on any other portion of the Condominium Property. Cigarettes, cigars and all other tobacco products must be extinguished in ashtrays and not thrown on the ground.
5. All garbage and trash shall be deposited in the disposal installations provided for such purposes or as otherwise directed by the Association. No garbage or trash bins, receptacles, bags or other refuse shall be placed on any portion of the property except in the designated receptacles. Garbage bags shall not be left on porches.
6. Any modification, addition or other activity involving any Common Area by an

Owner requires written approval from the BOD. Such requests must be submitted on the PPV Architectural Request Form, Appendix 1 to the Rules & Regulations, accompanied by adequate documentation detailing the requested modification/addition/etc. and the contractor(s) proposed, with licensing/bonding/insurance numbers. Such requests include, but are not limited to, the installation of porch ceiling fans, unobtrusive satellite dishes, air conditioning units, wiring for electrical, television or telephone, the hanging of awnings, enclosures and the screening of porches, etc. which might affect the exterior of a Unit in any manner.

7. Owners shall not cause or permit anything to be placed in or affixed to any part of the exterior roof or walls, or placed on or in the windows of any of the Units which are visible from the outside of the Units, without written approval from the BOD. This includes real estate "For Rent/For Sale" signs, as well as other signage, canopies, shutters and radio/TV/satellite antennas. The only authorized window coverings are 2 inch white wood or faux wood Venetian blinds. Doors may use the same style blinds, glass-encased white blinds, white roller shades or white fabric door panels. Signs such as the ones purchased by owners to name their Unit currently attached to many of the buildings are encouraged, just as is the hanging of the American flag from a staff attached to the porch column on either side of the stairs.

8. No noxious, illegal or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be injurious to the reputation of the property.

9. Nothing shall be done or kept in any Unit or in, on or to the Common Elements, which would impair the structural integrity of, or structurally/mechanically change the Units without written approval from the BOD.

10. Nothing shall be done or kept in any Unit or in the Common Elements that will increase the rate of insurance on the buildings or the contents thereof, applicable for residential use, without written approval from the BOD. No owner shall permit anything to be done or kept in his Unit or in the Common Elements which would result in the cancellation of insurance on the building and contents thereof, or which would be in violation of any law.

11. No industry, business trade, occupation or profession of any kind, commercial, religious by educational or otherwise, designated for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted in any residential Unit that would result in a customer coming to visit the Unit without written approval from the BOD.

12. No clothesline or similar devices shall be allowed on any portion of the Condominium Property, nor is interior furniture or equipment allowed on porches or balconies.

13. Grilling or barbequing is authorized only as specified herein. No personal gas grills of any kind are allowed anywhere on the property, including inside

vehicles/trailers parked on the property. Electric grills are allowed on porches/balconies. Personal charcoal grills are allowed only if they are kept at a minimum of ten (10) feet from any permanent structure of the Condominium Property. No grills of any kind are allowed within the confines of the outdoor pool fenceline. Used charcoal shall be disposed of only in designated receptacles provided on the property and must NOT be buried in the sand. There are designated areas where grills have been provided for such activity. Picnic tables and benches are located in those areas for the convenience of the Unit owners, tenants and guests. Due care must be taken to control the fire in the grills and ensure it is completely extinguished when the user has finished cooking. Coals and ashes must be placed in metal garbage cans. DO NOT leave ashes in the grill or throw them on the ground. All items used by the grillers and their guests shall be cleaned up and trash placed in the designated receptacle.

14. Owners ONLY may have the Purple Parrot Owner's automobile pass and use the Owner's gate code. Guests must obtain a parking pass and the renter's code from the rental manager. When the unit is rented directly by the owner, the owner will furnish the renter a parking pass with the Unit number, Owner's name, guest's name and dates of stay. All motor vehicles shall be currently licensed. No repair, maintenance, washing or waxing is to be performed in the parking spaces or within the Common Elements. No boats, trailers, jet skis, all-terrain vehicles or recreational vehicles shall be parked on the Condominium Property without prior written approval from the BOD. All vehicles shall be parked in DESIGNATED parking spaces not blocking access to the walkways. Vehicles of any kind found in violation of these rules are, without prior notice, subject to being towed off the Condominium Property at the owner's expense.

15. Owners ONLY may have pets in their Units. A "Pet Privilege Form", Appendix 2, must be completed within 72 hours of the pet's first visit and filed with the Association *management*. *Except for aquariums, Owners may keep a maximum of two pets, consisting of any combination of cats and dogs. Pit Bulls are not allowed. Pets may not run free at any time, but must be on a leash or transported in a suitable pet carrier.*

Owners are responsible for cleaning up after their pets, using a plastic bag. Any owner failing to use due diligence in cleaning up after their pet will be notified of his/her loss of the pet privilege and may not continue to house pets in his/her Unit. Likewise, if a pet habitually disturbs other Unit Owners, tenants or guests, the pet privilege will be revoked. Failure to heed the notice will result in a fine (as set forth in Rule 21) and the immediate removal of the pet(s) from the premises at the Owner's expense.

16. Owners shall, within 72 hours of acquisition of the Unit, provide management with a working key to their Unit for maintenance and emergency access, and a completed Emergency Information Form, Appendix 3, which must also be updated within ten (10) days of any changes in information. Management must notify occupants in advance of intent to enter Units, except in the case of emergencies such as flooding, fire, etc., in accordance with Florida Statutes.

17. Due to insurance restrictions, no more than eight (8) persons can occupy a three- bedroom Unit; no more than six (6) persons can occupy a two-bedroom Unit; and no more than four (4) persons can occupy a one bedroom Unit. For purposes of this subparagraph, the term “person” shall not include a child under the age of two (2) years.

18. Owners’ bills are due on the first day of each month with a ten (10) day grace period. On the eleventh day of the month, management will send a reminder statement for the balance owed, including a late fee (the greater of \$25 or five percent). If the eleventh day of the month falls on a Saturday, Sunday or holiday, the grace period extends until the next working day. Accounts that remain delinquent on the last day of the month shall incur a monthly finance charge of one and one-half percent (1.5% or 18% annually) of each installment until paid. Delinquent accounts on the first of the following month are directed to the attorney for forcible collection. Dishonored checks will be charged in accordance with Florida State Law.

Any monetary obligations to the association delinquent for more than 90 days will be treated as follows:

a. Suspension of use rights for the common elements (indoor pool building), common facilities (outdoor pool and deck) or any other property for which Association dues are collected. This suspension includes the owner, owner’s family, guests, and renters of the unit. Violations are subject to fine.

If a tenant occupies a delinquent owner’s unit, the Association may demand the tenant pay future monetary obligations to the association without filing suit. If tenant fails to pay as directed they can be sued for eviction as if the Association is landlord. The renter is not allowed use of the indoor pool building, outdoor pool or deck, or any property for which Association dues are collected. Attorney fees will be attached to the balance.

b. Suspension of voting rights.

c. The only procedure to regain these privileges is to obtain a zero balance.

19. A Unit Owner may rent or lease his Unit for his own account without a property management company. If he does, he must fill out the 'Tenant Information' section of the Emergency Information form, Appendix 3, with the Association. However, should he choose to use a property manager, he must use the property management company designated by, approved by and under contract to the Association, in order to maintain uniformity and control of operation of the overall rental program for Unit Owners.

20. When a Unit Owner/Deed Holder (including banks and mortgage companies) or his tenants or guests are not in residence, the electrical power must remain on and the thermostat set to cool at no higher than 80 degrees Fahrenheit, to ensure the automated plant watering system operates and to reduce mildew and damage resulting from humidity in the Unit. (The HVAC design load of each Unit assumes the use of blinds in all other areas during hours of direct sunlight exposure.) During winter months the thermostat should be set no lower than 55 degrees to ensure pipes do not freeze. Upstairs one bedroom Units with heat turned off could be held accountable for damage resulting to the downstairs Unit.

21. The Association may levy reasonable fines against a Unit for failure of the Owner of the Unit, its occupant, licensee or invitee to comply with any provision of the Declaration, the Association By-Laws or these Rules and Regulations, in accordance with Florida Statute 718.303. No fine will become a lien against the Unit, with the exception of arrears in Maintenance Assessments, covered in Rule 18. No fine may exceed \$100 per violation or an aggregate of \$1000 when such fine is levied on the basis of each day of a continuing violation, with a single notice and opportunity for a hearing before a panel of Unit Owners appointed by the Board of Directors. If the panel does not agree with the fine, the fine may not be levied. The procedure for the hearing shall be, at a minimum, as follows:

- a. The party against whom the fine is sought to be levied shall be afforded an opportunity for a hearing after reasonable notice of not less than fourteen (14) days, and said notice shall include:**
 - i. A statement of the date, time and place of the hearing;**
 - ii. A statement of the provisions of the Declaration, Association By-Laws or Association's Rules and Regulations which have been allegedly violated;**
 - iii. A short and plain statement of the matters asserted by the Association.**
- b. The party against whom the fine has been levied shall be notified in writing and have an opportunity to respond, to present evidence and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association.**
- c. The party against whom the fine has been levied shall be notified in writing and may appeal the panel's decision to the BOD by filing an appeal in writing within fifteen (15) days. The BOD will review and act upon the appeal at their next regularly scheduled meeting. Decisions by the BOD in these matters are final.**

22. Rules for the use of the indoor and outdoor swimming pools and hot tubs, and the indoor saunas and fitness center are posted by each, and a copy of each is attached hereto as Appendices 4 through 7.