

LA PLAYA AT PERDIDO, A CONDOMINIUM

Exhibit E to The Declaration of Condominium

RULES AND REGULATIONS

1. Automobiles may be parked only in the areas provided or assigned for that purpose. Each owner has one space only and that space is marked with his unit number. Renters are restricted to the space marked by the number of the unit he is renting. If an owner or a renter has a second passenger car or pick-up truck, it may be parked in the spaces on the east side of the building. These spaces are unnumbered. In the event additional parking is needed, there is a large public parking area outside the gate to the west of the property. This is where the general public parks for beach access. Passenger cars and pick-up trucks only may utilize the parking facilities. No large trucks, boats and/or trailers, motor homes, or any other vehicles may use the parking facilities without the written approval of the Board of Directors or its designee.
2. Recreational facilities and Common Property will be used in such a manner as to respect the rights of other Unit Owners. Use of particular recreational facilities will be controlled by regulations issued from time to time, but in general, such use will be permitted between the hours of 8:00 a.m. and 10:00 p.m. Specifically:
 - Pool hours are 8:00 a.m. to 10:00 p.m.
 - Exercise room hours are from 6:00 a.m. to Midnight.
 - Trash chutes may be used only between the hours of 8:00 a.m. and 10:00 p.m.
3. No penetration of external surfaces including pillars, doors, windows or walls is permitted. Hammocks may be kept on patios in a stand but may not be attached to the pillars or walls if the attachment requires penetration by bolts nails screws or other objects. The same applies to antenna, doorbells and doorknockers
4. Any owner may identify his unit with a nameplate of a type and size approved by the Association and mounted in a place and manner approved by the Association. No other signs may be displayed.
5. The balconies, terraces and exterior stairways shall be used only for the purpose intended and shall not be used for hanging garments or other objects, or for cleaning of rugs and other household items.
6. Grilling with an electric grill is the only method of cooking permitted on the balconies. Propane (gas) or charcoal grills are not permitted. Florida Condominium law requires that any open flame must be more than 35 feet from the building.
7. All owner or renter washing of balconies is to be done in the morning before 8:00 a.m.

8. No glass containers of any sort are permitted at any time in and/or around the pool area including inside the pool itself.
9. Hurricane shutters may be installed by the owner. All shutters and the installation thereof must be in accordance with the specifications which were adopted by the Board and sent to all owners on March 24, 2004.
10. No carpeting is permitted on balconies.
11. Window treatments (drapes, shutters, etc.) may be of any color on the interior but must be lined with white on the exterior side to maintain a uniform appearance on the exterior.
12. Unit Owners are reminded that alterations and repair of the building is the responsibility of the Association except for the interior of Units. 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 Supplement.
13. Common household pets are permitted to be kept by Unit Owners and shall not be kept by guests or tenants. Pets shall not be kept in such number as to be an annoyance to other Unit Owners. All pets must be held or kept leashed and under the control of a responsible party at all times that they are in the Common Property. All owners of pets shall be held strictly responsible to immediately collect and properly dispose of the wastes and litter of their pets. Should a Unit Owner fail to clean up after his pet, the Association shall perform that service and bill the Unit Owner accordingly. The Association reserves the right to designate specific areas within the Common Property, if any, where pets may be walked on leashes by their owners. The Association further reserves the right to adopt and enforce additional pet regulations necessary to ensure that pets are not and do not become a nuisance and demand that a member permanently remove any and all pets which create disturbances and annoyances from the Condominium property.
14. No owner may make or permit any disturbing noises in the building whether made by himself, his family, friends or servants, nor do or permit anything to be done by such persons that will interfere with the rights, comforts or convenience of other tenants. No owner may play or allow to be played any musical instrument, phonograph, radio or television set in his Unit between the hours of 10:00 p.m. and the following 8:00 a.m. if same shall disturb or annoy other occupants of the Condominium.

15. Each Unit is restricted to residential use by only the owner thereof, his immediate family, guests, invitees or lessees. Owners may rent their units and the minimum rental period will be one week.
16. Ceiling fans are not allowed on the external balconies.
17. We live in a bird sanctuary. It is not permitted to feed birds from a balcony. All owners and renters should promptly dispose of any nesting materials found on balconies.
18. No substance or object of any kind may be thrown from a balcony.
19. No owner or renter is allowed on the roof of the building unless accompanied by an association officer or a member of the maintenance staff.
20. Excess quantities of flammables are not permitted. Flammable liquids in quantities other than those commonly available to the household consumer are not permitted.
21. It is a rule violation to maintain or permit to exist an unsanitary condition, such as, but not limited to, lack of refrigeration, spoiled food, unreasonable amounts of dirt, dirty and unsanitary bathrooms, inoperable toilets, sinks, bathtubs, garbage disposals, etc.
22. Condominium Rules and Regulations must be prominently displayed in each rental Unit. Fines run to the owner and not to the person renting the unit. (it is impossible to go through the fine and appeal process during short rental periods).

FINES

23. In the event the Association shall at any time decide to impose a fine against the owner of a unit or its occupant, licensee or invitee from failure to abide by any provision of the Declaration, these By-Laws, or rules of the Association, the following shall be applicable:
 - (a) No fine will become a lien against a Unit.
 - (b) A first offense will be addressed with a reminder. After that, fines in increasing values of \$25, \$50, \$75 and \$100 will be assessed for subsequent violations. No fine may exceed \$100 per violation; however, a fine may be levied on the basis of each day of a continuing violation

with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed \$1,000.

- (c) The party against whom the fine is sought to be levied shall be afforded an opportunity for 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 rules which have allegedly been violated
 - (iii) A short and plain statement of the matters asserted by the Association.
- (d) The party against whom the fine may be levied shall 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.
- (e) The hearing must be held before a committee of other Unit Owners. If the committee does not agree with the fine, the fine may not be levied. If a committee is not designated, the Board of Directors will act as the committee.