

LA RIVA, 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 Riva Resort 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.

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

Unit No. _____
La Riva, a Condominium
14237 Perdido Key Drive
Pensacola, Florida 32507

2. CONDOMINIUM LIVING. Condominium living requires that each resident regulate the occupancy and use of his unit so as not to unreasonably or unnecessarily disturb any other resident in the occupancy and use of his unit. All residents are requested to use their units accordingly.

3. RESIDENTS AND GUESTS. The facilities of La Riva 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 Riva 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 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 beachfront areas unaccompanied by an adult.**

5. SECURITY. The management will attempt to provide security for residents and guests, but all occupants must cooperate if effective security is to be obtained. This requires that all unit doors be locked at all times; solicitors are not allowed to enter an 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 his unit or the building so as to change the appearance of any balconies except for the proper display of a United States flag as provided by Chapter 718.113(4), Florida Statutes. This precludes the painting of any balconies except floors, illumination of the exterior of the building, display of plants or other objects upon balconies 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), F.S., a unit owner may display one portable, removable United States flag in a respectful way.

(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 owner's unit.

(d) Fire Hazards. No article shall be stored nor any use made of any part of the condominium property that will constitute a fire hazard.

(e) Hanging of Objects. The hanging of bathing suits, clothing, rugs, towels or other similar items upon balconies or railings or from windows is prohibited.

(f) Installations. Only such awnings, blinds, shades, hurricane shutters, and sunscreen shall be used in balconies or windows as are approved by the Association.

(g) Maintenance and Repair. Unit owners are reminded that maintenance and repair of the condominium 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. Occupants of units under sublease are reminded that the responsibility of maintenance and repair as between the lessor and lessee is established by their subleases. Regardless of the responsibility for maintenance and repair, it is recommended that need of such work be reported immediately to the management which can be of

assistance in obtaining prompt service. 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 and musical instruments 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) The keeping of a dog or other pet at La Riva, is a right of a unit owner. This right is subject to termination at any time by the Board of Directors upon a reasonable finding that a dog or other pet is vicious, or has in any way become a nuisance. The owner of a pet assumes liability for all damage to persons or property caused by the pet or resulting from its presence at La Riva.

(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 owner when on the condominium property outside of the owner's unit.

(ii) A dog or other pet must not be curbed at any place on the property of the condominium except such places as are 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.

(iv) It is the pet owner's responsibility to clean up after their pet.

(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 upon the use of the condominium 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 waste 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 balconies or windows.

(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.

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 condominium 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 and Walkways.

(1) **Fire escapes, halls, stairways and landings** are for ingress and egress to and from units and shall not be obscured. 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.

(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.

(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 may install or use any awnings, decoration, illuminations, plants or signs without approval of the Board of Directors in writing.

8. MANAGEMENT. At the time of adoption of these rules, no professional management is employed. If management is later employed by the Association, this rule will become operable. The management will be employed to serve the residents of the condominium, but the cost and quality of that service depends 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 as are made available to all residents and guests. Costs chargeable to a unit owner, such as maintenance of a unit, will be charged by management to the unit owner. The management personnel, including all maintenance, office

and service employees, are adequately compensated and no gratuities are to be given to them. This is not to preclude appropriate remembrances at holidays or other particular occasions.

9. PARKING AREAS. Parking areas, except parking areas designated as limited common elements, 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 boats are to be parked only in designated areas. After a written request, the Association may grant permission for temporary alternative parking because of personal hardship.

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. Duplication of unit owner's keys to common element facilities is restricted in the interest of security. Such keys will be duplicated only with the assistance of the Board or the Board's designated agent.

11. MEETING NOTICES. Bulletin board(s) are located in the lobby. Official notices will be posted there 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. NON-DEVELOPER AMENDMENTS. These regulations may not be amended in a way that would be detrimental to the sales of the units by the developer as long as the developer holds units for sale in the ordinary course of business.

13. RISK MANAGEMENT. Nothing will be done or kept in any unit or in the common elements that will increase the rate of insurance on the building or contents of the building without the prior written consent of the Board. No owner will permit anything to be done or kept in the owners unit or in the common elements that would result in the cancellation of insurance on the building or the contents of the building, or that would be in violation of any law or building code.

14. APPLICATION OF REGULATIONS. These rules and regulations will apply equally to owners, their families, guests, domestic help and lessees. Each unit owner will be responsible for the conduct of their guests, domestic help and lessees.

15. RIGHT TO AMEND. The Association reserves the right to change, amend, delete and/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 common property. Reference should be made to the Condominium documents.