

Purple Parrot Village Condominium Association
Rules and Regulations
July 2022

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 barbecuing 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 fence line. 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 vehicle pass. 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; the property manager will supply the format. A maximum of two vehicles per unit are allowed to park inside the vehicle gates regardless of whether they belong to owners or renters; any excess must park in the outside lots. 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 areas not blocking access to the walkways or entry/exit gates. 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. The maximum speed limit on the property shall not exceed 10mph. Appendix 9 provides specific policy and rules for vehicle access and parking on Purple Parrot property.

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. Each owner will be issued pool passes commensurate with the occupancy level of that unit. One-bedroom units are allotted 4 pool passes; two-bedroom units are allotted 6 pool passes, and three-bedroom units (and 'Super-Twos') are allotted eight pool passes.

- a. The Property Management Company will manage issue of pool passes. The owner is responsible for control and maintenance of pool passes. Owners may share their pool passes with non-residents of the Resort (for the duration of their visit to the pool) so long as the owner is present.
- b. Owners on the Rental Management program may allot their pool passes to the Rental Management Company, who is responsible for issuing and maintaining passes to renters as applicable.
- c. Owners renting their units on their own (e.g., VRBO, AirBNB, etc.) are responsible for issuing and controlling pool passes to their renters.
- d. Renters are prohibited from sharing pool passes with non-residents of the Resort.
- e. Lost passes will require a fee reimbursement (to be set by the Board of Directors) to replace.

23. 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.

24. The pavers on the roads and parking areas are rated to accommodate vehicles with a maximum gross vehicle weight rating of 30,000 pounds. Tractor-trailer trucks and any other private or commercial vehicles exceeding this restriction are prohibited from entry into the complex.

Appendix 1

PURPLE PARROT VILLAGE CONDO ASSOCIATION

ARCHITECTURAL REQUEST FORM

AUTHORIZATION FOR ALTERATION

PAGE 1

Date: _____ Unit No. _____

Name:(Print) _____

Address: _____

Telephone: Home: _____ Business: _____

Cell: _____

General description of scope of work to be performed:

Primary type of materials:

Specify pre-approved colors:

ATTACH A DRAWING, PHOTOGRAPH, OR SALES BROCHURE ILLUSTRATION COMPLETE WITH SPECIFICATIONS AND DIMENSIONS OF DESIRED ADDITION OR ALTERATION RELATIVE TO THE LOCATION ON YOUR UNIT.

Return complete form to:
Ms. Kim Coffey
Etheridge Property Management
908 Garden Gate Circle
Pensacola, FL 32504

Appendix 1

Signature of Legal

Owner: _____

Return completed form to:

Architectural Change Request

page 2 of 2

Purple Parrot Village Condo Association

Request for Improvements to Common Area

Date _____

To: Board of Directors

PPVCA

From: _____

Unit: _____ Telephone: _____

Note: Your proposed improvements may require a permit from the County of Escambia Inspection Department. You or your contractor must check with the Building Department about permit requirements before starting work.

Description of proposed improvements (attach sketches or drawings as necessary).

Please include, make, model, dimensions, color and material type:

Return complete form to:

Ms. Kim Coffey

Etheridge Property Management

908 Garden Gate Circle

Pensacola, FL 32504

Appendix 1

Contractor

Name: _____

License

Number: _____

Insurance Information: (Please attach the Proof of Liability and Worker's comp.)

Proof that Association has been Additionally Insured: Please Attach

I will assume the responsibility for any work under the above proposed improvement that I or my contractor accomplish which may adversely affect the common area in the future.

Condominium Owner's Signature

Date

PURPLE PARROT VILLAGE CONDO ASSOCIATION

ARCHITECTURAL REQUEST FORM

AUTHORIZATION FOR ALTERATION

PAGE 2

CONDITIONS:

If approval is granted, I, (print) _____, the legal owner of Unit No. _____, agree to the following terms and conditions (1) Escambia County Building Permit will be obtained, if required; (2) I understand that all necessary maintenance for above item(s), now and in the future, shall be the financial responsibility of the legal owner of Unit No. _____; (3) Additional maintenance due to the above addition or alteration will be charged to the legal owner of Unit _____ by the Association; (4) I will hold the Association harmless for any interior or exterior damages resulting from above construction; (5) I will be responsible for the actions and conduct of the contractor and his workforce including compliance with the parking rules and all other governing documents; (6) Trash, debris and excess building materials in and around the common areas and streetscape shall be cleaned up on a daily basis; (7) Work in progress shall not be earlier than 8:00am and not later than 5:00 pm; (8) Trash bins, storage bins or other construction equipment or materials shall not be stored on the association's common area or on the private property areas without written consent of the Association which shall not be unreasonably withheld.

Return complete form to:

Ms. Kim Coffey

Etheridge Property Management

908 Garden Gate Circle

Pensacola, FL 32504

Appendix 1

Signature of legal

owner: _____

Signature(s) of legal

owner(s): _____

To Neighboring Owners: By signing you are not approving or disapproving the proposed improvements. You are indicating that you have reviewed the plans and specifications. If you object, please submit your objections in writing to the Management Company at the address below within 10 days of signing this document. You understand that neighbor objections do not in themselves cause denial. The Architectural Committee may contact you to consider your objections, if necessary.

Signature _____ Print
name _____

Property address _____
date _____

ANTICIPATED COMPLETION DATE: _____

Decisions:

Architectural Control Committee: date approved: _____ disapproved: _____

_____ Subject to
conditions: _____

Signature of Chairperson

COMMENTS AND
CONDITIONS: _____

ARCHITECTURAL DISCLOSURES

The Association requires architectural approval of certain changes that you make to your property. The general types of changes that require association approval are described as follows, but you should review the Association's Declaration, Bylaws and Rules for more specific information: all interior and exterior modifications, require written architectural approval.

Return complete form to:
Ms. Kim Coffey
Etheridge Property Management
908 Garden Gate Circle
Pensacola, FL 32504

Appendix 2

Amended JUL 2017

PET PRIVILEGES PURPLE PARROT VILLAGE

OWNERS who wish to participate in the privilege of having a pet reside with them in their unit at the Purple Parrot Village are required to complete and sign a pet privilege form providing it to management within 72 hours of the pet's first visit. If the information remains the same, it will not be necessary to complete another form.

Pets may consist of one dog and one cat, or two dogs or two cats.

1. Owners ONLY may have pets in their unit and must be in residence when pet is present.
2. Pets may not run free at any time but must be on a leash or transported in a suitable pet carrier.
3. Owners are responsible for cleaning up after their pets by use of a plastic bag. Any owner failing to use due diligence in cleaning up after the pet will be notified of their loss of the pet privilege and may not bring or house pets at this unit(s).
4. The pet must not be a nuisance to others. If your dog barks when left alone then other arrangements must be made when leaving the unit even for short outings.
5. Pet may reside in the unit only when the owner is present.
6. The pet privilege, being restricted to owners, is easily misunderstood by other family members and daytime guests. You will want to explain that only your own pet is allowed and the presence of your guest's, adult child's, or relative's pet can result in a fine being charged to you as the owner.
7. Any pet that habitually disturbs other unit owners, tenants or guest will be prohibited from entering or residing at the Purple Parrot Village Resort.
8. Service animals.
Service animals will be given unrestricted access to the Condominium property as stipulated by Federal law and Florida Statute 413.08. This specific aspect applies to owners, renters and guests. Federal and State law stipulates only a dog or a miniature horse are considered 'service animals' (413.08(1)(d)). Service animals are to assist an individual with a documented disability; they are not for protection, and not pets. The crime-deterrent effect of an animal's presence and the provision of emotional support, well-being, comfort, or companionship do not constitute work or tasks for purposes of the definition of a service animal. The service animal must be under the control of its

Appendix 2

handler and must have a harness, leash, or other tether, unless either the handler is unable because of a disability to use a harness, leash, or other tether, or the use of a harness, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, in which case the service animal must be otherwise under the handler's control by means of voice control, signals, or other effective means. The requirement to clean up after a service animal is the same as outlined in paragraph 3 above.

While the Association may not inquire about the nature or extent of an individual's disability, to determine the difference between a service animal and a pet, the Association may ask if an animal is a service animal required because of a disability and what work or tasks the animal has been trained to perform. As noted above, safety, comfort, companionship and related aspects are NOT valid justification as a service animal.

Prospective renters with legitimate service animals must give advance notice to the property manager, and provide the appropriate documentation.

Due care must be taken to respect the privacy of, consideration for, and accommodation of, individuals with service animals while guarding against unwarranted abuse of the service animal provisions.

9. Emotional Support Animals.

Emotional support animals can in theory be other than dogs or miniature horses, and, serve to provide comfort, companionship, or other emotional support functions. Doctors may prescribe an 'emotional support animal' as part of treatment. Emotional support animal accommodation aspects are covered under the Fair Housing Act, enacted as Title VIII of the Civil Rights Act of 1968. The Fair Housing Act also stipulates that private housing (e.g., condominium associations) are generally not required to enact any special accommodations for emotional support animals beyond those rules set for other renters and guests.

At the Purple Parrot Village, renters and guests may not bring an emotional support animal on to the property. The only exception to this is if a renter is long-term (over 30 consecutive days). Prior notice and appropriate documentation must be provided to the property manager.

Appendix 2

PET PRIVILEGE FORM

I/We have read the PET PRIVILEGE FORM ,and will comply with all requirements. I/We understand that failure to heed the rules will result in the loss of the privilege and in a fine as set out in Rule #21.

signature_____date_____

signature_____date_____

Unit # _____

Pet description:

1.

2.

**Purple Parrot Village Condominium Association
Emergency Information Sheet**

Please keep your Homeowners' Association informed by completing this form with your current information. **PLEASE FILL OUT THIS FORM COMPLETELY.**

PROPERTY ADDRESS:

Unit # _____ 13555 Perdido Key Drive

OWNER INFORMATION:

Last Name: _____ First Name: _____

Mailing Address: _____

(Please include City, State, & Zip Code)

Home Telephone _____ Cell Telephone _____

Office Telephone _____ E-mail Address _____

Additional owners information maybe placed on back of this sheet.

Tenant Information : Complete this section only if you manage your own property and the lease is for one month or longer.

Tenant 1 Name: _____

Tenant 2 Name: _____

Tenant Home Telephone _____ Cell Telephone _____

E-mail Address _____

Vehicle Information:

Make _____ Year _____ License Plate # _____

Make _____ Year _____ License Plate # _____

PPVC Rules and regulations have been provided to my tenants, which they have signed as part of their lease agreement _____

Owner signature required

In case of an emergency, person to contact other than those listed above:

Name: _____ telephone _____

Thank you for assistance in helping to keep our records accurate. This information is held in strict confidence. Please take the time to read through the PPVCA Rules & Regulations. Please educate your family, guests, and tenants to the rules.

INDOOR POOL RULES

- 1. NO SMOKING anywhere in the indoor pool facility.**
- 2. No glass bottles or food in the pool, or on the pool deck.**
- 3. No running or rough play in pool area.**
- 4. Residents must accompany guests in pool.**
- 5. No cutoffs allowed in pool.**
- 6. In an emergency call 911.**
- 7. No animals allowed anywhere in the pool building.**
- 8. Shower before entering pool.**
- 9. Children 15 and under must be accompanied by an adult. Children 16 and older with ID are permitted unaccompanied.**
- 10. Children 15 and under, and pregnant women not allowed in the spa.**
- 11. Children 2 and under must have swim diapers when in pool.**
- 12. This is a “No Dive Pool”.**
- 13. Pool hours 8 a.m. to 10 p.m.**
- 14. Swim at your own risk.**
- 15. Residents and guests only.**
- 16. Please keep the area clean by disposing of your trash in the receptacles provided.**
- 17. All users must have valid Purple Parrot pool passes in possession when using the pool/spa.**

**** Rules subject to change without notice ****

OUTDOOR POOL RULES

PRIVATE POOL - NO TRESPASSING

OWNERS AND RESIDENTS ONLY

1. NO DIVING
2. NO LIFEGUARD ON DUTY. Swim at your own risk. In case of emergency, dial 911.
3. Hours of operation are 9:00am until 10:00pm.
4. Shower before entering the pool.
5. Pool Passes must be worn at all times.
6. No glass allowed. No food or drink allowed.
7. Proper swim attire required. No cutoffs allowed.
8. Children 2 and under must wear swim diaper.
9. Children 16 or older must provide ID. Children 15 and under must be accompanied by an adult.
10. Children 15 and under, and pregnant women prohibited from using island hot tub.
11. No climbing on structures.
12. No running, jumping or rough play in pool, in hot tub or on pool deck.
13. No animals allowed.
14. Do not leave trash lying around the pool deck.
15. Personal stereo equipment prohibited, unless used in conjunction with headphones. Walkman/IPOD type devices are acceptable.
16. Do not swallow the pool water.
17. Bathing Load 70 persons.

**** Rules subject to change without notice ****

Appendix 6

Sauna Rules
(Men's and Women's)

WARNING!
REDUCE THE RISK OF OVERHEATING

- * Exit immediately if uncomfortable, dizzy or sleepy
Staying too long in a sauna is capable of causing overheating
- * Supervise children at all times
- * Check with a doctor before use if pregnant, in poor health, or under medical care
- * Breathing heated air in conjunction with consumption of alcohol, drugs, or medication is capable of causing unconsciousness

CAUTION!
REDUCE THE RISK OF FIRE
Do Not Place Combustible Material On The Heater At Any Time

Exercise Room

- 1. NO SMOKING anywhere in the facility.**
- 2. No glass bottles or food.**
- 3. No running, rough play, or excessive noise.**
- 4. Restricted to residents and guests only.**
- 5. In an emergency call 911.**
- 6. No animals.**
- 7. Children under 12 not allowed.**
- 8. Children under 16 must be accompanied by an adult.**
- 9. Use of equipment at own risk.**
- 10. Use of free weights restricted to owners only.**

**** Rules subject to change without notice ****

Smoking Policy

1. NO SMOKING anywhere within the Indoor Pool building, or around any entrance to this building.
2. NO SMOKING on the outdoor pool deck, in/around the Tiki Bar, or the Grille courtyard.
3. As relates to the outdoor pool/bar/grille complex, smoking is permitted ONLY in the designated area.

**** Rules subject to change without notice ****

Purple Parrot Village Condominium Association Entrance and Parking Policy

Permitted Entry and Parking

Entry into the gated portion of the resort and parking within the gated area is limited to owners, their guests, and service providers to owners or guests. No patrons or guests of the Tiki Bar are permitted to park within the gated area of the resort.

Association Liability and Authority

No liability is created by the granting of parking or vehicle operating privileges on property owned or otherwise controlled by the Association. The Association assumes no responsibility for the care or protection of vehicles or contents while operated or parked on property. Restrictions on entry or parking by the Association do not constitute the undertaking to provide full security within the complex. Owners and guests are advised not to leave valuables in vehicles and to be aware of their surroundings at all times.

The Association will issue gate codes, RFID tags or key fobs to authorized users. Unit owners, the rental management company and the property management company only may provide a gate code or key fob to their rental guests, deliveries, housekeeping, or maintenance for resort access consistent with the Association's policies on entry and parking.

Driver Responsibility

The responsibility of finding an authorized parking space rests with the driver. Lack of parking space in a specific area, mechanical problems, inclement weather conditions or other disabilities are not considered valid excuses for violation of traffic and parking policy. Vehicles should be parked within a reasonable distance from adjacent vehicles so as not to take up excessive space. The speed limit within the complex is 10MPH; drivers are reminded to not speed in the resort area.

All vehicles on the property must obtain and display on the dash a valid owner or guest parking permit. A parking permit does not guarantee the holder a specific parking space. Lack of space in a specific location is not considered a valid excuse for violation of policy. At no time is anyone authorized to park anywhere on the property except on paved areas in front of or adjacent to condos or resort common buildings. Some condos face the resort streets and do not have available parking in front of the building. Loading and unloading only in front of these condos are authorized for a period not to exceed 20 minutes. Care should be taken to park to the side so as not to

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impede the flow of traffic while loading or unloading. No parking is authorized at the entrance or exit gates or that blocks the flow of traffic within the resort.

Parking outside the resort gates is for overflow, authorized to bar patrons and musicians, and other owner guests. At no time are vehicles to be left overnight in these areas without a valid parking pass displayed on the dash.

Owners will be given two RFID strips, two fobs, two parking passes, and one code for entry and parking within the vehicle access gates, regardless of unit bedroom size. The Association's rental management company will manage and issue parking passes and fobs to renters of units on the rental management program. Owners renting on their own are responsible for ensuring their renters have fobs and an approved temporary parking pass obtained from the property manager; only two temporary passes per unit are allowed. The property manager will manage and maintain the parking and access control system, including issue of RFID strips, fobs, codes and owner/temporary parking passes. The property manager will also monitor RFID/fob/code access use to the complex on a periodic basis. Owners renting on their own are responsible for obtaining authorized parking passes from the property manager. In the event of loss of an RFID strip, fob or parking pass, the owner is responsible for the cost of replacement.

A parking permit signifies an individual has been granted the privilege of parking on resort property. Ownership of the parking permit remains with the resort. Non-owners are not allowed to transfer permits to others. Copying one's own valid parking permit for personal or others' usage is not permissible and is viewed as altering a permit. Such actions are the liability of the unit owner regardless of who actually performed the action, and can result in penalties and/or fines.

The Tiki Bar operator is provided three parking passes for its employees. Those employees must display the parking permits provided to the operator at all times on the dash of their vehicles while parked inside the gated area of the resort. Musicians may park inside the complex only for loading and unloading of equipment. A maximum of 20 minutes is allowed for this evolution; otherwise musician must park outside the gates in the southwest parking area.

Failure of the Association to enforce any entrance or parking policy shall not be construed as a waiver for the future enforcement of the policy.

Parking Regulations

All areas not specifically mentioned in the policy as designated for parking shall be considered "No Parking" zones.

The following guidelines will be strictly enforced. It is prohibited to park:

— without displaying a valid permit

Appendix 9

- in “No Parking” areas
- in a handicapped space without proper authorization
- blocking handicapped access
- blocking fire lanes or fire exits
- longer than 20 minutes in areas in front of condos without parking areas for loading or unloading
- in service areas or construction sites or spaces reserved for service vehicles
- on any unpaved area, including the lawn or sandy areas or sidewalks
- any trailer, boat, jet-ski, all-terrain vehicle or recreational vehicle or non-mechanized vehicle

Removal and Impoundment of Vehicle

When contacted, the Association’s contracted towing company is authorized to remove, impound, and immobilize motor vehicles on resort property at the owner’s expense under the following circumstances:

- All vehicles without authorized parking permits will be towed
- when a vehicle is unattended or left under circumstances which indicate it has been abandoned or not moved for a period of 72 hours
- when a vehicle is parked illegally or blocking a handicap space or access
- when a vehicle is parked in a fire lane or blocking an exit gate
- when a vehicle is on the lawn or sandy areas or sidewalk

Tow Warning: A courtesy tow warning sticker may be placed on any vehicle gaining resort access illegally or illegally parked and is eligible for immediate towing. However, the failure to provide a warning shall not be considered a defense to the responsibility to pay all fees associated with towing.

Tow / Immobilizer Fee / Impoundment

The current tow fee is \$165, plus applicable mileage at \$5.35 per mile and a fuel surcharge that is 50% of the tow fee. Storage charges are \$46.01 per day and there may be administrative fees, as well.

Appendix 9

The fees are the responsibility of the vehicle owner, not the property owner, Association, rental company or property manger.