

**SCHEDULE "A" TO THE DECLARATION OF CONDOMINIUM  
RULES AND REGULATIONS**

## SCHEDULE "A"

### RULES AND REGULATIONS

1. **RESIDENTIAL USE.** Each Unit is restricted to residential use as a residence by the Owner or permitted occupant thereof, his immediate family, guests, tenants and invites. At no time may a Unit be used by more persons than for which it was designed (i.e. two (2) persons in each bedroom).

2. **OWNERSHIP BY ENTITY.** In the event that other than a natural person is a Unit Owner, that Unit Owner shall, prior to the purchase of the Unit, designate the person(s) who is/are to be the permanent occupant(s) of the Unit. That Unit Owner shall not thereafter have the right to designate other persons as the occupants of the Unit, whether in substitution of, or in addition to, the persons initially designated, except with the approval of the Association given pursuant to the provisions of the Declaration. All provisions of the Declaration shall apply to such designated occupant(s) as though they had title to the Unit and the occupant and the Unit Owner shall be bound thereby.

3. **GENERAL USE RESTRICTION.** The Condominium Property, or any part thereof, shall not be used in any manner contrary to the Condominium Documents.

4. **LAWFUL USE.** No immoral, improper, offensive or unlawful use shall be made of the Unit or Condominium Property. All laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the Unit or Condominium Property shall be the same as the responsibility for maintenance and repair of the property concerned.

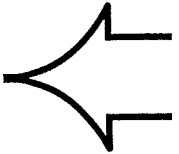
5. **ALTERATIONS AND ADDITIONS.** Subject to the rights of the Developer, no material alteration, addition or modification to a Unit or modification or installation of electrical wiring, television antenna systems or connections, whether inside or outside the Unit shall be made without the prior written approval of the Association. No material puncture or break in the boundaries of a Unit may be made, except as specified to the contrary.

6. **EXTERIOR APPEARANCE.** Subject to the rights of the Developer, no improvements or changes may be made to the exterior of a Unit, building, patio (if any) or balcony (if any), including painting or other decoration. Subject to the rights of the Developer, no change may be made to the appearance of any portion of the Condominium Property, except as specified to the contrary. Except as reasonably required by the Management Firm, no sign, flag, banner, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of a Condominium Unit or the Condominium Property that is visible from the outside. Notwithstanding the immediately preceding sentence, any Unit Owner may display one portable, removable United States flag in a respectful way. All window and door treatments visible from outside the Unit shall be white or off-white in color or some other light color and shall be subject to such rules and regulations adopted by the Association from time to time. Any hurricane or other protective devices visible from outside the Unit shall be of a type specified by the Association from time to time.

7. **PETS.** Two (2) domesticated dogs and/or cats may be maintained in a Unit with a combined maximum weight limit of sixty (60) pounds. No dog or cat shall be permitted outside of its Owner's Unit unless attended by an adult and on a leash not more than six (6) feet long. Notwithstanding anything contained herein to the contrary, seeing eye dogs shall not be governed by the restrictions contained in this paragraph.

8. **NUISANCES.** No nuisance or any use or practice that is the source of unreasonable annoyance to others or which interferes with the peaceful possession and proper use of the Condominium Property is permitted. Nothing shall be done or kept upon the Condominium Property or a Unit which will increase the rate of insurance on the Condominium.

9. **DEVELOPER'S COMPLETION AND SALE OF UNITS.** Neither the Unit Owners nor the Association, nor their use of the Condominium, shall interfere with the Developer's completion and sale of the Units. Anything contained herein to the contrary notwithstanding, the Developer may use any unsold Unit, leased back model or sales center unit



and Condominium Property as may facilitate the sale or leasing of any Unit in this Condominium.

10. **CHILDREN'S USE OF FACILITIES.** Persons who are not eighteen (18) years of age or older shall not be permitted to use the recreation facilities, if any, unless under the supervision of an adult Unit owner or lawful occupant over the age of eighteen (18) years, except in such cases and under such conditions as the Association may from time to time establish and require. Unit Owners shall be responsible for all actions of children visiting or occupying that Unit at all times in and about the Condominium Property.

11. **RULES AND REGULATIONS.** All Unit Owners and other persons shall use the Condominium Property and open areas in accordance with the Rules and Regulations promulgated by the Association and the provisions of the Declaration and the Bylaws of the Association.

12. **OBSTRUCTIONS.** The sidewalk, entrances, passages, stairways and all other Common Elements intended for ingress and egress may not be obstructed, encumbered or used for any purpose other than ingress and egress.

13. **PERSONAL PROPERTY.** All personal property of occupants of Units shall be stored either within the Units or in the storage spaces provided for such purpose (if any). No personal property, except usual patio furniture, may be stored on, nor any use made of, the balcony (if any) or patio (if any) which is unsightly or which interferes with the comfort and convenience of others.

14. **GARBAGE CANS.** No trash shall be discarded on any part of the Condominium Property except in designated receptacles. Receptacles are not to be used for disposal of furniture, appliances, carpeting, Christmas trees or any other large objects. No garbage cans, supplies or other similar articles shall be placed on the patios or balconies, Limited Common Elements or Common Elements. Subject to the provisions of FS 163.04 to the extent applicable, no rugs, mops, or laundry of any kind, or any other similar type article, shall be shaken, hung or exposed so as to be visible outside the Unit. The Common Elements, Limited Common Elements, and Condominium Property shall be kept free and clear of rubbish, debris and other unsightly material. All garbage and trash shall be properly disposed of in trash receptacles provided for that purpose. All garbage and trash shall be placed in plastic bags and tied securely before being placed in trash receptacles.

15. **WINDOWS.** Nothing shall be thrown, dropped or permitted to fall from any window, balcony, door or other area on the Condominium Property.

16. **CONTROL OF EMPLOYEES.** No person other than an Association officer shall direct, supervise or in any manner attempt to assert any control over the employees of the Association.

17. **PARKING.** The parking facilities shall be used in accordance with the regulations adopted by the Association. The Developer's, or its designee's, assignment of parking shall, except in emergency circumstances, be final. Unit Owners' automobiles shall be parked in assigned spaces. All parking spaces not assigned shall be used on an "as available" basis, except for spaces designated for the temporary parking of delivery vehicles, or vehicles operated by handicapped persons. No vehicle which cannot operate on its own power shall remain on the Condominium Property for more than twelve hours. No repair, except emergency repair, of vehicles shall be made on the Condominium Property. No commercial vehicle or recreational vehicle is permitted on Condominium Property, except driveable recreational vehicles up to 21'5" if they are used by the Owner on a daily basis for normal transportation and which fit into a normal parking space shall be parked on the Condominium Property. No boat, boat trailer, camper or like vehicle shall be left or stored on the Condominium Property. Bicycles shall be parked in the areas, if any, provided for that purpose. Washing of vehicles is prohibited.

18. **PASS KEY.** The Association may retain a pass key to all Units. No new lock will be installed or altered without prompt delivery of the new key to the Association. The Unit Owner shall provide, at all times, the Association with a key for use by the Association pursuant

to its rights of access to the Unit. The Association shall not be liable for any damages pursuant to its right of access.

19. COOKING. No cooking shall be permitted nor shall any goods or beverages be consumed on the Condominium Property outside of a Unit except in areas designated for those purposes by the Association (if any).

20. FLAMMABLE SUBSTANCES. No inflammable, combustible or explosive fluid, chemical, or substance shall be kept in any Unit, except those which are required for normal household use.

21. PROTECTION. In the event a Unit is unoccupied for an extended period, the Unit must be prepared prior to departure by: (1) removing all furniture, plants and other objects from outside the Unit; and (2) designating a responsible firm or individual to care for the Unit, should the Unit suffer damage. The name of the designee shall be furnished to the Association. Such firm or individual shall contact the Association for permission to install or remove approved shutters or enclosures.

22. COMMERCIAL ACTIVITY. No Commercial or business activity shall be conducted in any Unit or on the Condominium Property. No Unit Owner may actively engage in any solicitations for commercial purposes on the Condominium Property. No solicitors of a commercial nature are to be allowed on the Condominium Property without the prior written consent of the Association.

23. INTERFERENCE WITH DEVELOPER. No Unit Owner shall, in any way, interfere with the construction, sale or rental of any Unit by Developer.

24. RULES. The Association shall have the right to enact rules and regulations governing the operation and use of the Condominium Property and Recreation Facilities.

25. DEVELOPER'S EXEMPTIONS. The rules and regulations set forth above and any additional rules and regulations promulgated in the future shall not apply to Developer, or transferees or designees of Developer, or Units owned by Developer, or transferees and/or designees of Developer. Notwithstanding the foregoing, Developer, or transferees or designees of Developer, or Units owned by Developer shall not be exempt from any rules and regulations that pertain to the following (if any): (a) requirements that leases or lessees be approved by the Association, (b) restrictions on the presence of pets, (c) restrictions on occupancy of units based on age or (d) restrictions on the type of vehicles allowed to park on Condominium Property or Association Property; however, the Developer and its designees and/or transferees shall have the right to be exempt from any such parking restrictions if the vehicle is engaged in any activity relating to construction, maintenance, or marketing of Units.