

SCHEDULE A TO BY-LAWS

**RULES AND REGULATIONS
FOR
LAKESHORE COLONY NO. 1, A CONDOMINIUM**

1. The entrance, passages, vestibules, elevators, lobbies, halls and like portions of the Common Elements shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Condominium Property; nor shall any carts, bicycles, carriages, chairs, tables or any other similar objects be stored therein.

2. The personal property of Unit Owners must be stored in their respective Units or in assigned storage lockers, if any.

3. No garbage cans, supplies, milk bottles or other articles shall be placed on the balconies or other Common Elements. No linens, cloths, clothing, curtains, rugs, mops or laundry of any kind, or other articles, shall be shaken or hung from any of the windows, doors, balconies, terraces or other portions of the Condominium Property.

4. No Unit Owner shall permit anything to fall from a window or door of the Condominium Property, nor sweep or throw from the Condominium Property any dirt or other substance into any of the balconies or elsewhere in the Building or upon the Common Elements.

5. All refuse must be deposited with all other refuse in areas designated for such purpose by the Developer.

6. Employees of the Association are not to be sent out by Unit Owners for personal errands. The Board of Directors shall be solely responsible for directing and supervising employees of the Association.

7. No Unit Owner shall make or permit any disturbing noises in the Building by himself or his family, servants, employees, agents, visitors or licensees, nor permit any conduct by such persons that will interfere with the rights, comforts or conveniences of other Unit Owners. No Unit Owner shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio or sound amplifier in his Unit in such a manner as to disturb or annoy other residents. No Unit Owner shall conduct nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents.

8. No radio or television installation may be permitted in any Unit which interferes with the television or radio reception of another Unit.

9. No sign, advertisement, notice, or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Condominium Property, except signs used or approved by the Developer. Additionally, no awning, canopy, shutter, air-conditioning unit or other projection shall be attached to, hung, displayed or placed upon the outside walls, doors, balconies, windows, roof or other portion of the Building or on the Common Elements.

10. The Association may retain a passkey to all Units. No Unit Owner shall alter any lock, nor install a new lock, without the prior written consent of the Board of Directors. Where such consent is given, the Unit Owner shall provide the Association with an additional key.

11. Barbecuing shall be permitted only in balconies.

12. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Unit or on the Common Elements, except such as are normally used in small barbecues.

13. A Unit Owner who plans to be absent during the hurricane season must prepare his Unit prior to his departure by designating a responsible firm or individual to care for his Unit should the Unit suffer hurricane damage, and furnishing the Association with the name(s) of such firm or individual.

14. Food and beverages may not be consumed on the Common Elements.

15. Curtains and drapes (or linings thereof) which face on exterior windows or glass doors of Units shall be subject to disapproval by the Board, in which case they shall be removed and replaced with acceptable items.

16. No Unit shall have any aluminum foil placed in any window or glass door or any reflective substance placed on any glass, except such as is approved by the Board of Directors for energy conservation purposes.

17. No exterior antennae shall be permitted on the Condominium Property or Improvements thereon, provided that the Developer shall have the right (but not the obligation) to install and maintain community antennae and radio and television lines and other temporary communications systems.

18. Children will be the direct responsibility of their parents or legal guardians who must supervise them while they are within the Condominium Property. Full compliance with these Rules and Regulations and all other rules and regulations of the Association shall be required of such children. Playing shall not be permitted in any of the lobbies, hallways, stairways, elevators and lobby areas, and loud noises will not be tolerated.

19. Pets, birds, fish and other animals shall neither be kept nor maintained in or about the Condominium Property except with the prior written permission of the Association and then only in accordance with the provisions of the Declaration. No pet 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. Pets shall be walked only upon those portions of the Common Properties designated by the Overall Association from time to time for such purposes.

20. Every Owner and occupant shall comply with these Rules and Regulations as set forth herein, and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association, as amended from time to time. Failure of an Owner or occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Association shall have the right to suspend voting rights in the event of failure to so comply.

In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, or Articles of Incorporation or By-Laws, provided the following procedures are adhered to:

(a) Notice: The Association shall notify the Owner or occupant of the infraction or infractions. Included in the notice shall be a date and time of the next Board of Directors meeting at which time the Owner or occupant shall present reasons why penalties should not be imposed. The Owner or occupant may be represented by counsel and may cross-examine witnesses.

(b) Hearing. The non-compliance shall be presented to the Board of Directors after which the Board of Directors shall hear reasons why penalties should not be imposed. A written decision of the Board of Directors shall be submitted to the Owner or occupant by not later than twenty-one (21) days after the Board of Directors' meeting.

(c) Penalties. The Board of Directors may impose special Assessments against the applicable Unit as follows:

(1) First non-compliance or violation: a fine not in excess of One Hundred Dollars (\$100.00);

(2) Second non-compliance or violation: a fine not in excess of Five Hundred Dollars (\$500.00);

(3) Third and subsequent non-compliance or violation or violations which are of a continuing nature: a fine not in excess of One Thousand Dollars (\$1,000.00).

(d) Payment of Penalties: Fines shall be paid not later than thirty (30) days after notice of the imposition or assessment of the penalties.

(e) Collection of Fines: Fines shall be treated as an Assessment subject to the provisions for the collection of Assessments as set forth in the Declaration and By-Laws.

(f) Application of Penalties: All monies received from fines shall be allocated as directed by the Board of Directors.

(g) Non-exclusive Remedy: These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

21. Notwithstanding anything to the contrary in the foregoing rules and regulations, those rules and regulations shall not apply to the Developer, to the Developer's agents, employees or contractors, or to the Units owned by the Developer while owned by the Developer. All of these rules and regulations shall apply, however, to all other Owners and occupants even if not specifically so stated in portions hereof. The Board of Directors shall be permitted (but not required) to grant relief to one or more Unit Owners from specific rules and regulations upon written request therefor and good cause shown in the sole opinion of the Board.