

SCHEDULE "A"
TO
BY-LAWS

RULES AND REGULATIONS
FOR
THREE FOUNTAINS OF VIERA, A CONDOMINIUM

1. The sidewalks, entrances, passages, lobbies and hallways 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 objects be stored therein, except in areas (if any) designated for such purposes.

2. The personal property of Unit Owners and occupants must be stored in their respective Units.

3. No articles other than patio-type furniture shall be placed on the balconies or terraces or other Common Elements or Limited Common Elements. The use of barbecues and grills is not permitted on balconies or terraces. No linens, cloths, towels, clothing, bathing suits or swim wear, curtains, rugs, mops, or laundry of any kind, or other articles, shall be shaken, dusted or hung from any of the windows, doors, balconies or terraces or other portions of the Condominium or Association Property or left on a balcony or terrace. Balconies or terraces may not be used as storage areas (except for any storage spaces which is part of the terrace or balcony).

4. No Unit Owner or occupant shall permit anything to fall from a window, balcony or door of the Condominium or Association Property, nor sweep or throw from the Condominium or Association Property any dirt or other substance onto or from any of the balconies or elsewhere in the Buildings or upon the Common Elements. Unit Owners and occupants shall also comply with the provisions of Section 2.15 of the Declaration of Restrictions.

5. No garbage, refuse, trash or rubbish shall be deposited except as permitted by the Association. The requirements from time to time of the company or agency providing trash removal services for disposal or collection shall be complied with. All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.

6. No Unit Owner or occupant shall make or permit any disturbing noises by himself or his family, servants, employees, pets, agents, visitors or licensees, nor permit any conduct by such persons or pets that will interfere with the rights, comforts or conveniences of other Unit Owners or occupants. No Unit Owner or occupant 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 or Attached Garage or Detached Garage in such a manner as to disturb or annoy other residents. No Unit Owner or occupant shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents.

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

8. No repair of vehicles shall be made on the Condominium Property (except in Attached Garages and Detached Garages in accordance with the provisions of paragraph 19 hereof).

9. No sign, advertisement, notice or other graphics or lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Condominium or Association Property, except signs used or approved by the Developer (for as long as the Developer owns any portion of the Condominium Property, and thereafter by the Board). Subject to the provisions of Sections 9 and 17 of the Declaration of Condominium, no awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls of the Buildings or on the Common Elements, without the prior written consent of the Board of Directors of the Association.

10. 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 for normal household purposes.

11. A Unit Owner or occupant 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 a hurricane threaten the Unit or should the Unit suffer hurricane damage, and furnishing the Association with the name(s) of such firm or individual. Such firm or individual shall be subject to the approval of the Association.

12. A Unit Owner or occupant shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of the Buildings. Notwithstanding the foregoing, any Unit Owner may respectfully display one (1) portable, removable American flag, and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, any Unit Owner may respectfully display portable, removable official flags, not larger than four and one-half feet by six feet (4'6" x 6') that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.

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.

13. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted on, upon or in the Condominium or Association Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the Condominium or Association Property. No derrick or other structure designed for use in boring for oil, natural gas or minerals shall be erected, maintained or permitted upon any portion of the Condominium or Association Property.

14. No window air-conditioning units may be installed by Unit Owners or occupants. No Unit shall have any aluminum foil placed in any window or glass door or any reflective or tinted substance placed on any glass, unless approved, in advance by the Board of Directors in writing. No unsightly materials may be placed on any window or glass door or be visible through such window or glass door.

15. Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Condominium Property and including full compliance by them with these Rules and Regulations and all other rules and regulations of the Association. Loud noises will not be tolerated. All children under twelve (12) years of age must be accompanied by a responsible adult when entering and/or utilizing the recreational facilities

16. Dogs, cats, birds and fish shall neither be kept nor maintained in or about the Condominium Property except in accordance with the following, in addition to the applicable terms of the Declaration:

a. Dogs and cats shall not be permitted outside of their owner's Unit unless attended by an adult and on a leash not more than six (6) feet long. Said dogs and cats shall only be walked or taken upon those portions of the Common Elements designated by the Association from time to time for such purposes.

b. Fish or caged domestic (household-type) birds may be kept in the Units, subject to the provisions of the Declaration.

c. Unit owners shall pick up all solid wastes from their pets and dispose of same appropriately.

17. Every applicable Owner and occupant shall comply with these Rules and Regulations as set forth herein, any 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 and the provisions of the Master Association Documents, 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. 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, lessees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, Articles of Incorporation or By-Laws, or Master Association Documents provided the following procedures are adhered to:

a. Notice: 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 bylaws, or association rules which have allegedly been violated; and (iii) a short and plain statement of the matters asserted by the association.

b. Hearing: The non-compliance shall be presented to a committee of other Unit Owners, who shall hear reasons why penalties should not be imposed. 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 committee. A written decision of the committee shall be submitted to the Owner or occupant by not later than twenty-one (21) days after the meeting.

c. Fines: The Board of Directors may impose fines against the applicable Unit up to the maximum amount permitted by law from time to time.

d. Violations: Each separate incident which is grounds for a fine shall be the basis of one separate fine. In the case of continuing violations, each continuation of same after a notice thereof is given shall be deemed a separate incident.

e. Payment of Fines: Fines shall be paid not later than thirty (30) days after notice of the imposition thereof.

f. Application of Fines: 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 or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or occupant.

18. These rules and regulations shall be cumulative with the covenants, conditions and restrictions set forth in the Declaration of Condominium, provided that the provisions of same shall control over these rules and regulations in the event of a conflict or a doubt as to whether a specific practice or activity is or is not permitted. Notwithstanding the foregoing, in the event of any conflict between the provisions of these Rules and Regulations and other Condominium Documents with the terms and provisions of the Master Association Documents or the Declaration of Restrictions, then in such event the terms and provisions of the Master Association Documents and the Declaration of Restrictions shall prevail and control. Further, anything to the contrary notwithstanding, these rules and regulations shall not apply to the Developer, nor its agents or employees and contractors, nor to the Units owned by the Developer, except:

- a. Requirements that leases or lessees be approved by the Association (if applicable); and
- b. Restrictions on the presence of pets; and
- c. Restrictions on occupancy of Units based upon age (if any); and
- d. Restrictions on the type of vehicles allowed to park on Condominium Property; however, the Developer or its designees shall be exempt from any such parking restriction if the vehicle is engaged in any activity relating to construction, maintenance, or marketing of Units, subject to the provisions of the Master Covenants.

All of these rules and regulations shall apply 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.

19. No Unit Owner or its tenants or their respective families, guests, agents, employees, invitees, licensees or visitors shall perform, in any Attached Garage or Detached Garage assigned to a Unit as a Limited Common Element between the hours of 9 PM and 9 AM of every day, any repair, maintenance or other work concerning their vehicle stored in the Attached Garage or Detached Garage or otherwise engage or undertake any activity which would constitute a nuisance or in any way disturb or annoy other residents ("Garage Activities"). Garage Activities which are not undertaken in a manner which constitute a nuisance or in any way disturb or annoy the residents may be undertaken solely in the parking space located inside the Attached Garage or Detached Garage (but not on the parking space which is located directly in front of the Attached Garage) between the hours of 9 AM and 9 PM, Monday through Sunday.

20. Parking is prohibited in front of Detached Garages.