

SCHEDULE "A"

TO  
BY-LAWS

RULES AND REGULATIONS  
WINDWARD LAKES CONDOMINIUM

Each of the rules and regulations shall be in accordance with all applicable county and state codes, ordinances and regulations.

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, clothing, shoes or any other objects be stored therein, except in areas (if any) designated for such purposes.

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

\* 3. No articles other than patio-type furniture shall be placed on the balconies, patios, terraces or lanais or other Common Elements or Limited Common Elements. No linens, cloths, clothing, shoes, bathing suits or swimwear, curtains, rugs, mops; or laundry of any kind, or other articles, shall be shaken or hung from any of the windows, doors, balconies, patios, terraces, lanais, railings or other portions of the Condominium or Association Property.

4. No Residential Unit Owner or occupant shall permit anything to fall from a window or door of the Condominium or Association Property, nor sweep or throw from the Condominium or Association Property any dirt or other substance onto any of the balconies, patios, terraces and/or lanais or elsewhere in the Building, or upon the Common Elements. Each Residential Unit Owner shall be responsible for cleaning up after themselves, and their guests, tenants and invitees when within the Condominium Property or Association Property, including, without limitation, placing all trash and/or garbage in the proper receptacles.

\* 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, recycling 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, nor allow any disturbing noises to be made by the Owner's family, employees, pets, agents, tenants, 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 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. 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 (until such time as Developer is no longer offering Units in any portion of the Condominium or the Future Development Property, and thereafter by the Board). Additionally, no awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or roof of the Building or on the Common Elements, without the prior written consent of the Board of Directors of the Association.

8. 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.

9. No repair of vehicles shall be made on the Condominium Property.

10. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Unit or on the Common Elements, other than as is reasonable and customary in vehicles and/or in cleaning supplies.

11. A Residential Unit Owner or occupant who plans to be absent during the hurricane season must prepare his or her Unit prior to his or her departure by designating a responsible firm or individual to care for the 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.

\* 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, railings or windows of the Building.

Notwithstanding the foregoing, any Unit Owner may display one portable, removable United States flag in a respectful way, and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4 y. feet by 6 feet, 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. Installation of satellite dishes by Unit Owners shall be restricted in accordance with the following: (i) installation shall be limited solely to the Unit or any Limited Common Elements appurtenant thereto, and may not be on the Common Elements; (ii) the dish may be no greater than one meter in diameter, and (iii) to the extent that same may be accomplished without (a) impairing reception of an acceptable quality signal, (b) unreasonably preventing or delaying installation, maintenance or use of an antenna, or (c) unreasonably increasing the cost of installing, maintaining or using an antenna, the dish shall be placed in a location which minimizes its visibility from the Common Elements.

\* 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 (as determined by the Board in its sole discretion) 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. Each Unit Owner may keep no more than two (2) household pets not to exceed thirty pounds (30 lbs) in his or her Unit, subject to the terms hereof, and provided that any such pets do not become a nuisance or annoyance to any neighbor by reason of barking or otherwise. A determination by the Board that an animal or pet kept or harbored in a Unit is a nuisance shall be conclusive and binding on all parties. Except for the household pets which may be maintained in Units, no other animals, reptiles, wildlife, livestock or poultry of any kind shall be raised, bred or kept on any Unit. No pet may be kept, bred or maintained for any commercial purpose. No dogs or other pets shall be permitted to have excretions on any Common Elements, except areas designated by the Association, if any, and Unit Owners shall be responsible to clean up any such excrement. For purposes hereof, "household pets" shall mean dogs, cats and other animals expressly permitted by the Association, if any. ALL PETS SHALL BE KEPT ON A LEASH NO GREATER THAN EIGHT FEET (8') IN LENGTH OR CARRIED BY A RESPONSIBLE PERSON WHEN NOT IN A RESIDENTIAL UNIT OR IN A SECURED FENCED-IN YARD, IF ANY. Pets shall also be subject to all applicable rules and regulations. Nothing contained herein shall prohibit the keeping of fish or domestic (household-type) birds, as long as the latter do not become a source of annoyance to neighbors. Without limiting the generality of the restrictions on pets contained in the Declaration, a violation of the provisions of this paragraph shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners (as provided in the By-Laws and any applicable rules and regulations) and/or to require any pet to be permanently removed from the Condominium Property. No pets shall be maintained in a Parking Unit or limited common element parking space.

17. Every 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, 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, a fine or fines may be imposed upon an Owner for failure of an Owner, or such Owner's 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, provided the procedures set forth in the Declaration for fining are adhered to. Fines shall not be construed to be an exclusive remedy 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. 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. 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.