

**SCHEDULE "A" TO BY-LAWS**  
**RULES AND REGULATIONS**  
**FOR**  
**LEXINGTON PLACE, A CONDOMINIUM**

1. Occupancy and Use Restrictions. Except as otherwise herein expressly provided, each Unit may be used only for residential purposes (other than in the case of rights reserved to the Developer). No business, profession or trade of any type shall be conducted on any portion of the Units. Nothing herein shall be construed to prohibit ownership of a Unit by a corporation, domestic or foreign, provided that the residential nature of the Units is not disturbed. Further, this prohibition shall not be applicable to the Developer and its affiliates with respect to its development of the Condominium Property, its construction, repair, decoration, administration, sale, rental or lease of Units, or its use of Units as models, V.I.P. suites, sales offices or management services for the Condominium.

Occupancy in Units, except for temporary occupancy by visiting guests, shall not exceed two (2) persons per bedroom and one (1) person per den (as defined by the Condominium Association for the purpose of excluding from such definition living rooms, dining rooms, family rooms, country kitchens and the like). The provisions of this Rule shall not be applicable to Units used by the Developer or any of its affiliates for model units, V.I.P. suites, sales offices or management or other services for the Condominium.

Unless otherwise determined by the Board of Directors, and except as otherwise provided in this Rule, a person(s) occupying a Unit for more than one (1) month without the Unit Owner or a member of his family being present shall not be deemed a guest but, rather, shall be deemed a lessee for purposes of this Rule (regardless of whether a lease exists or rent is paid) and shall be subject to the provisions of the Declaration of Condominium which apply to lessees. The purpose of this paragraph is to prohibit the circumvention of the provisions and intent of the Declaration of Condominium pertaining to the approval of leases and the Board of Directors shall enforce, and the Unit Owners comply with, same with due regard for such purpose.

2. Leases. Leasing of Units shall be subject to the prior written approval of the Condominium Association. Every lease of a Unit shall specifically require a deposit from the prospective tenant in an amount not to exceed one (1) month's rent ("Deposit"), to be held in an escrow account maintained by the Condominium Association, provided, however, that the Deposit shall not be required for any Unit which is rented or leased directly by or to the Developer. No lease shall be for a term of less than thirty (30) days. In no event shall a Unit be leased more than six (6) times within any calendar year, regardless of the lease term. The foregoing requirement shall not apply to a Unit rented or leased directly by or to the Developer. Every lease shall provide (or, if it does not, shall be automatically deemed to provide) that: (i) a material condition of the lease shall be the tenant's full compliance with the covenants, terms, conditions and restrictions of the Declaration of Condominium (and all exhibits thereto), and with any and all rules and regulations adopted by the Condominium Association from time to time (before or after the execution of the lease); and (ii) that a tenant may not, under any circumstances, sublet the Unit (or any portion thereof) to any other person or permit occupancy by any other person. Additionally, copies of all written leases shall be submitted to the Condominium Association and tenants must register with the Condominium Association prior to moving in. The Unit Owner will be jointly and severally liable with the tenant to the Condominium Association for any amount which is required by the Condominium Association to repair any damage to the Common Elements from the acts or omissions of tenants (as determined in the sole discretion of the Condominium Association) and to pay any claim for injury or damage to

property caused by the negligence of the tenant and a Charge may be levied against the Unit therefor.

When a Unit is leased, a tenant shall have all use rights in Association Property and those Common Elements otherwise readily available for use generally by the Unit Owners, and the Owner(s) of the leased Unit shall not have such rights, except as a guest, unless such rights are waived in writing by the tenant. Nothing herein shall interfere with the access rights of the Unit Owner as a landlord pursuant to Chapter 83, Florida Statutes. The Condominium Association shall have the right to adopt rules to prohibit dual usage by a Unit Owner and a tenant of Association Property and Common Elements otherwise readily available for use generally by Unit Owners. Additionally, copies of all leases of Units shall be submitted to the Condominium Association and the tenants thereunder must register with the Condominium Association prior to any occupancy.

All leases are hereby made subordinate to any lien filed by the Condominium Association whether prior or subsequent to such lease.

3. Children. Children are permitted to reside in the Units.

4. Pet Restrictions. No more than two (2) household pets (as may be defined and re-defined by the Condominium Association) shall be maintained in any Unit or any Limited Common Element appurtenant thereto. The maximum total weight of any and all such household pets shall be limited to an aggregate of eighty (80) pounds. Household pets shall not be kept, bred or maintained for any commercial purpose and shall not become a nuisance or annoyance to neighbors. Those pets which, in the sole discretion of the Condominium Association, endanger health, safety, have the propensity for dangerous or vicious behavior (such as pit bulldogs or other similar breeds or mixed breeds), make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Units or to the owner of any other portion of the Condominium shall be removed upon request of the Condominium Association. Unit Owners must pick up all solid wastes of their pets and dispose of such wastes appropriately. All pets (including cats) must be kept on a leash of a length that affords reasonable control over the pet at all times, or must be carried, when outside the Unit. No pet may be kept on a balcony or terrace when its Owner is not in the Unit. Without limiting the generality of Section 19 of the Declaration of Condominium, any violation of the provisions of this restriction shall entitle the Condominium Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners (as provided in any applicable rule and regulations) and/or to require any pet to be permanently removed from the Condominium. This Rule shall not prohibit that it does not become a nuisance or annoyance to neighbors.

5. Use of Common Elements and Association Property. No portion of the Units, the Limited Common Elements, the Common Elements, or the Condominium shall be used for any purpose other than those reasonably suited for furnishing the services and facilities incident to the use of the Units. The Common Elements shall not be obstructed, littered, defaced, or misused in any manner. In no event shall any Unit Owner or occupant place, or permit the placement of, any item which obstructs, or otherwise impedes access to, any portion of the Condominium Property which are either designated or used as delivery and receiving areas.

6. Nuisances. No portion of the Units, Limited Common Elements or Common Elements shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be noxious or unsightly to the eye; nor shall any substance, thing, or material be kept on any portion of the Units or the Limited Common Elements appurtenant thereto that will emit foul or noxious odors or cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding properties. No noxious or offensive activity shall be carried on in any Units, Limited Common Elements, Common Elements or other portions of the Condominium Property, nor shall anything be done therein which may be or become an unreasonable annoyance or nuisance to any Unit Owner.

The Board of Directors shall have the right to determine if any equipment, fixture, improvement, materials or activity producing such noise or odor constitutes a nuisance. In particular, during the hours from 11:00 p.m. through 8:00 a.m. no Unit Owner shall play (or permit to be played in its Unit, or in the Limited Common Elements or Common Elements) any musical instrument, phonograph, television, radio or the like in a way that unreasonably disturbs or annoys other Unit Owners or occupants. Additionally, there shall not be maintained therein any plants, animals, devices or things of any sort whose activities or existence is in any way noxious, dangerous, unsightly, unpleasant, or of a nature that may diminish or destroy the enjoyment of the Units, or any other portions of the Condominium Property. No outside burning of wood, leaves, trash, garbage, or household refuse shall be permitted within the Condominium Property. No activity specifically permitted by the Declaration of Condominium shall be deemed a nuisance.

7. Outside Items. No rubbish, garbage, refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Condominium Property, except within designated trash receptacles. No linens, clothing, household fabrics, curtains, rugs, or laundry of any kind shall be hung, dried or aired from any windows, doors, balconies, terraces, or other portions of the Condominium. No articles shall be placed on balconies, patios or similar areas. The foregoing shall not prevent placing and using patio-type furniture, planters and other items in such areas if the same are normally and customarily used for a residential balcony, patio or terrace area. In the event of any doubt or dispute as to whether a particular item is permitted hereunder, the decision of the Board of Directors shall be final and dispositive.

8. Firearms. The discharge of firearms and fireworks within the Condominium is prohibited. The term "firearm" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size.

9. No Improper Uses. No improper, offensive, hazardous or unlawful use shall be made of the Condominium Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover, relating to any portion of the Condominium Property, shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Condominium Property, as elsewhere herein set forth. Notwithstanding the foregoing and any provisions of the Declaration of Condominium, the Articles of Incorporation or the By-Laws, the Condominium Association shall not be liable to any person(s) for its failure to enforce the provisions of this Rule. No activity specifically permitted by the Declaration of Condominium shall be deemed to be a violation of this Rule.

10. Alterations or Additions. No Unit Owner shall cause or allow improvements or changes to the structure or exterior of his Unit or to any Limited Common Elements, Common Elements or any other Condominium Property, which alters the exterior appearance thereof, or which could in any way affect the structural, electrical, plumbing, or mechanical systems of the Buildings or elsewhere within the Condominium Property, without obtaining the prior written consent of the Condominium Association in the manner specified in Section 9.1 of the Declaration of Condominium. No spas, hot tubs, whirlpools or similar improvements shall be permitted on any patio, terrace or balcony. See Sections 9.1 and 17.10 of the Declaration of Condominium for details.

11. Sound, Weight and Flooring Restrictions. Except for the installation of any hard and/or heavy surface floor coverings, such as tile, marble, wood, and the like, in the bathrooms, kitchens and foyers of the Units or in any portion of the ground floor Units, the installation of such hard and/or heavy surface floor coverings other than as installed by the Developer shall be subject to (a) approval in writing by the Board of Directors, (b) meeting applicable structural and sound insulation requirements, and (c) being compatible with the overall structural design of the Buildings. Additionally, the installation in any Unit of any improvement or heavy object must be approved by

the Board of Directors and must be compatible with the overall structural design of the Buildings. In no event shall any heavy object, which would exceed a live load limit of fifty (50) pounds per square foot, be placed in any Unit. The Board of Directors may require a structural engineer to review certain of the proposed improvements, with such review to be at the Unit Owner's sole expense. Additionally, the Board may require Unit Owners to furnish it with certifications of the floor assembly Impact Isolation Class rating from the installers of such surfaces. The color and exact materials to be used on balcony floor coverings must also be approved in writing by the Board of Directors. Any use guidelines set forth by the Condominium Association shall be consistent with good design practices for the waterproofing and overall structural design of the Buildings. Unit Owners will be held strictly liable for violations of these restrictions and for all damages resulting therefrom and the Condominium Association has the right to require immediate removal of violations. Applicable warranties of the Developer, if any, shall be voided by violations of these restrictions and requirements. A waterproofing system is to be placed on the concrete surface of the balcony prior to the installation of the setting bed and tile. This waterproofing system must be as recommended by the manufacturer of the tile setting material and the installation must follow the waterproofing manufacturer's written recommendations. **Each Unit Owner acknowledges that sound transmission in buildings such as the Condominium is very difficult to control, and that noises from adjoining or nearby Units and/or mechanical equipment can often be heard in another Unit. The Developer does not make any representation or warranty as to the level of sound transmission between and among Units and the other portions of the Condominium Property, and each Unit Owner shall be deemed to waive and expressly release any such warranty and claim for loss or damages resulting from sound transmission.**

12. Exterior Improvements. Without limiting the generality of Section 9.1 or 17.10 of the Declaration of Condominium, but subject to the provisions of the Declaration of Condominium specifically permitting same, no Unit Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of the Units or the Limited Common Elements appurtenant thereto (including, but not limited to, awnings, canopies, shutters, window coverings, signs, screens, window tinting, fixtures and equipment) nor plant or grow any type of shrubbery, flower, tree, vine, grass or other plant life or landscaping on its patio or balcony, without the prior written consent of the Condominium Association. No painting or changes in the exterior colors of any Units or the Limited Common Elements appurtenant thereto shall be permitted.

13. Signs. No sign, poster, display, billboard or other advertising device of any kind including, without limitation, "FOR SALE," "FOR RENT," security service or construction signs shall be displayed to the public view on any portion of the Units, Limited Common Elements or Common Elements, without the prior written consent of the Condominium Association, except (a) signs, regardless of size, used by the Developer, its successors or assigns or a party developing or marketing any portion of the properties subject to the Declaration of Condominium, including signs used for construction or repairs, advertising, marketing, promotion, sales or leasing activities; (b) signs installed as part of the initial construction of the Units or other Improvements and replacements of such signs (similar or otherwise); and (c) bulletin boards, entrance, directional, informational and similar signs used by the Condominium Association.

14. Lighting. All exterior lights and exterior electrical outlets in the Units and the Limited Common Elements appurtenant thereto must be approved in accordance with Section 9.1 of the Declaration of Condominium.

15. Exterior Sculpture and Similar Items. Exterior sculpture and similar items in the Units and the Limited Common Elements appurtenant thereto must be approved in accordance with Section 9.1 of the Declaration of Condominium. 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.

16. Air Conditioning Units. No window or wall mounted air conditioning units may be installed in any Unit. Units with large amounts of outdoor glass windows and doors are susceptible to large temperature fluctuations, based upon the location of the various rooms within the Unit, as well as the differing positions of the sun throughout the day and the differing weather conditions throughout the year. The normal operations of the air conditioning systems in the Units may not fully compensate for these temperature fluctuations and additional adjustments, through the use of indoor window treatments such as curtains and blinds, may be necessary.

17. Outside Installations. No radio station or short-wave operations of any kind shall operate from any Unit, the Limited Common Elements appurtenant thereto or Common Elements. Except to the extent permitted under Applicable Law, no exterior satellite dish, or other transmitting or receiving apparatus, radio antenna, television antenna or other antenna of any type shall be erected or maintained on the Common Elements, Limited Common Elements, or Units, without the prior written consent of the Condominium Association. Notwithstanding the foregoing, upon obtaining the prior written consent of the Condominium Association, satellite dishes, and other devices permitted under Applicable Law, may be installed within the Units or within any Limited Common Elements appurtenant thereto, provided however, that in no event shall any such device be installed in or on any other portion of the Condominium Property. To the extent permissible under Applicable Law, the Condominium Association may enact rules and regulations, requiring that any such devices which may be permitted under Applicable Law are comparable in size, weight and appearance, are installed and maintained in a manner designed to protect the safety of the Buildings and its occupants and satisfy any standards established by the Condominium Association for architectural appearance purposes.

18. Window and Door Treatments. No reflective film, tinting or window coverings shall be installed on any windows or glass doors in any Unit, except as necessary to replace or restore tinting of glass surfaces as originally installed, unless approved by the Condominium Association in accordance with Section 9.1 of the Declaration of Condominium. Curtains, drapes and other window coverings (including their linings) in Units, which face on exterior windows or glass doors, or are visible from the exterior of the Buildings, shall be white or off-white in color, unless otherwise specifically approved by the Board of Directors. No aluminum foil may be placed in any window or glass door of a Unit and no reflective substance may be placed on any glass in a Unit, except for any substance previously approved by the Board of Directors for energy conservation or hurricane protection purposes. No unsightly materials may be placed on any window or glass door or shall be visible through such window or glass door. Any screen door must be of a uniform type approved by the Condominium Association.

19. Parking and Vehicle Restrictions. No person shall park any vehicle so as to obstruct or otherwise impede ingress or egress to any parking spaces including, without limitation, to a parking space assigned to any other Unit. Parking in the Condominium shall be restricted to private automobiles and passenger-type vans, jeeps and pick-up trucks and sport utility vehicles, motorcycles, motor scooters as well as vans, trucks or other commercial vehicles (all of which are collectively referred to herein as "vehicles"). Except as otherwise permitted in this Rule no person shall park, store or keep on any portion of the Condominium any large type commercial type vehicle (for example, dump truck, motor home, trailer, cement mixer truck, oil or gas truck, delivery truck), except temporarily in designated guest parking locations or delivery locations, nor may any person keep any other vehicle in the Condominium which is deemed to be a nuisance by the Board. No trailer, camper, motor home or recreational vehicle shall be used as a residence, either temporarily or permanently, or parked in the Condominium. The Condominium Association shall have the authority to prohibit any vehicle, including any motorcycle or motor scooter, which it determines constitutes a nuisance due to its noise level, particularly where such vehicle is operated in the early

morning or late evening hours. No vehicle is permitted within the Condominium which leaks oil, brake fluid, transmission fluid or other fluids. No Unit Owner, occupant or other person shall conduct repairs or restorations on any motor vehicle, or other vehicle, or race the engine of any vehicle, upon any portion of the Condominium. No more than one (1) motorcycle or motor scooter may be parked in a single space, and in no event may a motorcycle or a motor scooter be parked in the same parking space as another vehicle or between any parking spaces. For so long as the Developer conducts any sales or leasing activities within the Condominium, its use of parking spaces shall not be impeded or restricted. The prohibitions on parking contained in this Rule shall not apply to temporary parking of: (a) commercial vehicles, such as for construction use or providing pick-up and delivery and other commercial services; (b) any vehicles of the Developer, or its affiliates or designees, used for construction, maintenance, repair, decorating, sales or marketing purposes; or (c) service vehicles operated in connection with the Condominium Association, or its management companies. Subject to Applicable Law, any vehicle, boat, motorcycle or trailer parked in violation of these or other restrictions contained herein or in the rules and regulations may be towed by the Condominium Association at the sole expense of the owner of such vehicle. The Condominium Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor shall it be guilty of any criminal act, by reason of such towing. No Unit Owner or occupant of a Unit shall park more than an aggregate total of three (3) vehicles on the Condominium Property.

20. Unit Maintenance. Each Unit Owner must undertake or must designate a responsible firm or individual to undertake his general maintenance responsibilities, which responsibilities shall include, at a minimum, maintaining the exterior appearance of the Unit and the Limited Common Elements appurtenant thereto, safeguarding the Unit and the Limited Common Elements to prepare for hurricane or tropical storm watches and warnings by, among other things, removing any unfixed items on balconies and terraces, and repairing the Unit and the Limited Common Elements in the event of any damage therefrom. An Owner of a Unit may designate a firm or individual to perform such functions for the Unit Owner, but such designation shall not relieve the Unit Owner of any responsibility hereunder. The name(s) and addresses of such firm or individual must be furnished to the Condominium Association. The designation of such firm or individual shall be subject to the approval of the Condominium Association.

21. Hazardous Substances. No flammable, combustible or explosive fluids, chemicals or other substances may be kept in any Unit, Limited Common Elements appurtenant thereto or Common Elements, except such as are generally used for normal household purposes. No electric, gas, charcoal barbecue or other cooking device, or outside cooking, is permitted on any patio or balcony.

22. Mold Prevention. No Unit Owner shall install, within such Unit, its Limited Common Elements appurtenant thereto or upon the Common Elements and/or Association Property, non-breathable wall-coverings or low-permeance paints. Additionally, any and all built-in casework, furniture, and or shelving within a Unit must be installed over floor coverings to allow air space and air movement and shall not be installed with backboards flush against any gypsum board wall. Further, all Unit Owners, whether or not occupying such Unit, shall continuously run the air conditioning system to minimize humidity in the Unit. While the foregoing is intended to minimize the potential development of mold and other microtoxins, the Developer does not make any representations or warranties regarding the existence or development of molds or microtoxins and each Unit Owner shall be deemed to waive and expressly release any such warranty and claim for loss or damages resulting from the existence and/or development of molds, mildew, spores, fungi and/or other microtoxins.

23. Hurricane Protection. No type of hurricane protection may be installed in or around the Units and the Limited Common Elements appurtenant thereto. Notwithstanding the foregoing, if and to the extent that the Act gives Unit Owners the right to install hurricane shutters, any proposed

hurricane shutters or other hurricane protection shall be approved by the Condominium Association, and shall be installed or affixed in a manner approved by the Condominium Association. All hurricane shutters and similar equipment shall be kept in an open position except during periods of hurricane or tropical storm watches or warnings. Upon issuance of an official hurricane warning, each Unit Owner shall take all actions necessary to prepare his/her Unit for any such hurricane, which shall include (i) removing all objects from balconies and terraces which will not be secured or otherwise protected, and (ii) complying with all rules and regulations which may have been adopted by the Condominium Association from time to time. No hurricane or storm shutters or other hurricane protection shall be permanently installed on any structure in a Unit, the Limited Common Elements appurtenant thereto or Common Elements, unless first approved in accordance with Section 9.1 of the Declaration of Condominium.

24. Play Equipment, Strollers, Etc. Bicycles, tricycles, scooters, skateboards, and other play equipment, baby strollers and similar items shall not at any time be left in the hallways or other Common Elements or in the Limited Common Elements (including balconies, terraces and patios).

25. Insurance Rates. Nothing shall be done or kept in the Common Elements or within the Units or the Limited Common Elements which will increase the rate of insurance on any property insured by the Association without the approval of the Board, nor shall anything be done or kept in the Units, or on the Limited Common Elements or Common Elements, which would result in the cancellation of insurance on any property insured by the Association or which would be in violation of any law.

26. Association Access to Units. In order to facilitate access to the Units by the Condominium Association for the purposes enumerated in Section 11 of the Declaration of Condominium, it shall be the responsibility of all Unit Owners to deliver a set of keys to their Unit to the Condominium Association to use in the performance of its functions. No Owner shall change the locks to its Unit without so notifying the Condominium Association and delivering to the Condominium Association a new set of keys to such Unit.

27. Documents. Each Owner shall be obligated to deliver the documents received from the Developer, or from any prior Owner, containing the Declaration and any other declarations and documents, and any modifications thereto, to any purchaser or grantee of their Unit. Notwithstanding the foregoing, in the event of loss or damage to the documents they may be obtained from the Association upon payment of the actual cost for preparing and furnishing the documents to any Owner requesting them.

28. Effect on Developer. The restrictions and limitations set forth herein shall not apply to the Developer or to Units owned by the Developer, except that the Developer shall be subject to the requirement that prior written approval of the Condominium Association be obtained for leases of Units set forth in Rule 2 and to the pet restrictions set forth in Rule 4.