SCHEDULE A TO BY-LAWS

RULES AND REGULATIONS

FOR

## PALMETTO DORAL CONDOMINIUM

- The sidewalks, entrances, passages, vestibules, patios, courts, 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.
- $\,$  2. The personal property of Unit Owners must be stored in their respective Units.
- 3. 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 upon the Common Elements.
- 4. All refuse and garbage must be deposited with all other refuse in areas designated for such purpose by the Board. Should there be excessive or unreasonable amounts of refuse or garbage the Association may levy an Assessment against the Unit to which such refuse or garbage is attributable.
- 5. The Board of Directors shall be solely responsible for directing and supervising employees of the Association.
- 6. No vehicle which cannot operate on its own power shall remain on the Condominium Property for more than 24 hours, and no major repair of vehicles shall be made on the Condominium Property.
  - 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 radio or television installation may be permitted in any Unit which interferes with the television or radio reception of another Unit.
  - 9. No awning, canopy, shutter, window guards, fans, ventilators, air conditioners, antennas 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 Association.
  - 10. The Association may retain a pass key 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 or Developer. Where such consent is given, the Unit Owner shall provide the Association with an additional key.
  - 11. No flammable, combustible or explosive fluids, corrosive liquids, chemicals or substances shall be kept in bulk in any Unit or on the Common Elements without the prior written consent of the Association.
  - 12. 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 such Owner's Unit 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.
  - 13. No structure of a temporary character, nor trailer, tent, mobile home or recreational vehicle, shall be permitted on the Condominium Property at any time or used on the Condominium Property at any time as a residence either temporarily or permanently. No gas tank, gas container or gas cylinder shall be permitted without the prior written consent of the Association.

- 14. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted on, upon or in the Condominium Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the Condominium 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 Property.
- 15. Governmental requirements from time to time for disposal or collection shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
- 16. No chain link fences shall be permitted on the Condominium Property or any portion thereof, except during construction by Developer.
- 17. Pets, birds, fish and other animals shall neither be kept nor maintained in or about the Condominium Property.
- 18. Water closets and other plumbing shall not be used for any purposes other than those for which they are constructed. No sweepings, rubbish, rags or foreign substances shall be thrown in them. The cost of any damage resulting from misuse shall be borne by the Owner responsible for the damage.
- 19. No noxious or unusual odors shall be generated in such quantities that they permeate to other Units or the Common Elements and become annoyances or become obnoxious to other Unit Owners.
- 20. No exterior of any Unit will be decorated by any Owner in any manner without the prior written consent of the Association.
- 21. No sign, notice or advertisement will be inscribed or exposed on or at any window or other part of a Unit, except such as will have been approved in writing by the Association nor will anything be projected out of any window in a Unit without similar approval.
- 22. No vehicle belonging to an Owner or to his guests, invitees, licensees, lessees, or employees will be parked so as to impede ready access to another Owner's parking space.
- 23. No commercial automotive or boat repairs or painting will be permitted on the Property.
- 24. All damage to Units caused by the moving or carrying of any article therein will be paid by the Owner responsible for the presence of such article.
- 25. Any damage to the Buildings or Common Areas or equipment caused by Owners, their guests, licensees, invitees, lessees, or employees will be repaired at the expense of the Owner causing same.
- 26. Complaints regarding the management of Units or actions of other Owners will be made in writing to the Association.
- 27. Nothing will be done or kept in a Unit which would result in the Association's insurance on the Property being cancelled or increased, without the Association's prior written consent, which may be granted on the condition that the Owner requesting same be required to pay any increased insurance premium resulting from such consent.
- 28. Owners will maintain their Units at all times in compliance with all laws, zoning ordinances, and regulations of all governmental authorities having jurisdiction over the Property.
- Any consent or approval given under these rules and regulations by Corporation will be revocable at any time.
- 30. Every Owner and occupant shall comply with these Rules and Regulations as set forth herein, and 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. The Association shall have the right to suspend voting rights and use of facilities 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, such Owner's 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. At such meeting, the Owner or occupant shall be entitled to be represented by counsel (at his expense) and cross-examine and present witnesses and other testimony or evidence.
- (b) <u>Hearing</u>: 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. Formal rules of evidence shall not apply. A written decision of the Board of Directors shall be submitted to the Owner or occupant by not later than 21 days after the Board of Directors' meeting.
- (c) <u>Penalties</u>. The Board of Directors may impose special Assessments against the applicable Unit as follows:
  - (1) <u>First non-compliance or violation</u>: a fine not in excess of \$100.00.
  - (2) Second non-compliance or violation: a fine not in excess of \$500.00.
  - (3) Third and subsequent non-compliance or violation or violations which are of a continuing nature: a fine not in excess of \$1,000.00.
- (d) Payment of Penalties: Fines shall be paid not later than 30 days after notice of the imposition or assessment of the penalties.
- (e) <u>Collection of Pines</u>: 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. These Rules and Regulations shall not apply to Developer, nor its agents or employees and contractors, or to Institutional First Mortgagees, nor to the Units owned by either Developer or such Mortgagees. 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.