

SCHEDULE "A" TO BY-LAWS (*Effective August 1, 2011*)

RULES AND REGULATIONS FOR
THE VILLAGE AT ABACOA, A 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. The foregoing shall not, however, be applicable to the Commercial Units, except as otherwise expressly provided in the Declaration. As set forth in the Declaration, the Owners of the Commercial Units shall be permitted to make use of the sidewalks, entrances, passages, and other portions of the Common Elements adjacent to their Units to further the commercial uses from their Commercial Units.

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, Limited Common Elements, Residential Limited Common Elements or Town Center Residential 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, terraces, lanais, railings or other portions of the Condominium or Association Property. The foregoing shall not be applicable to the Commercial Units or the Commercial Unit Owners.

4. No 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. While in, on or about the Condominium Property, Unit Owners shall be responsible for cleaning up after themselves, and their guests, tenants and, including, without limitation, placing all trash and/or garbage in the proper receptacles, or depositing such trash and/or garbage in the trash chute.

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. Do not manually place any items directly into the trash compactors. The trash compactors are for trash chute drops only. All equipment for storage, recycling or disposal of such material shall be kept in a clean and sanitary condition.

6. No Residential 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, comfort or convenience of other Unit Owners or occupants. No Residential 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 Residential Unit Owner or occupant shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents. The foregoing shall not be applicable to the Commercial Units, nor preclude any lawful uses of the Commercial Units.

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.

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) or signs utilized by the Commercial Units. 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. The foregoing shall not, however, be applicable to the Commercial Units. As set forth in the Declaration, the Owners of the Commercial Units shall be permitted to install signage both on their Units and the Common Elements adjacent to their Units.

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

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 shall furnish the Association with the name(s) of such firm or individual.

12. A residential 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 4½ 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. To the maximum extent lawful, no Unit Owner shall install a satellite dish in his Unit or on the Limited Common Elements appurtenant thereto (including Residential Town Center Limited Common Elements and Residential Limited Common Elements). To the extent that this prohibition is not permitted by applicable law, the installation of satellite dishes by Residential 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. The foregoing restrictions shall not be applicable to the Commercial Unit Owners.

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 by children will not be tolerated. All children under eighteen (18) years of age must be accompanied by a responsible adult when entering and/or utilizing the recreational facilities.

16. Pets, birds, fish and other animals, reptiles or wildlife 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. In no event shall said dog or cat ever be allowed to be walked or taken on or about any recreational facilities contained within the Condominium Property. Pets shall only be in the hallways of the Building as a means of direct ingress or egress to and from its Owner's Unit and the service elevator.

(b) A non-refundable pet charge will be collected by the Association for each pet kept on the property. All pet owners must provide the association with a photo of the pet, a certificate from the veterinarian showing the breed and that all vaccinations are current, along with proof of license for each pet. All pets must also be registered with the DNA World Pet Registry. The Association will provide the test kit for this registry. Failure to register your pet with the Association and the World Pet Registry will result in additional pet charges.

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

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

(e) There shall be no feeding of birds or other animals on the Common Elements.

The foregoing shall not, however, limit the rights of Commercial Unit Owners to invite customers with pets to their Units to the extent permitted by the Declaration.

17. Bicycles belonging to Residential unit owners and occupants must be stored inside the respective Residential Unit, or placed on the bicycle racks provided. No bicycles may be stored on your lanai, porch, balcony or patio area. No bicycles may be stored in the garages or in the carports unless they are parked in your assigned parking spot. Bicycles in violation of these rules or bicycles with flat tires or otherwise deemed inoperable will have the locks cut and be taken to the maintenance shop. If not claimed, they will be disposed of in 30 days.

18. Motorcycles can only be parked in the designated area at the rear of level one of the two-story garage at 1141 Town Center Drive. Motorcycles must have valid license tags and be registered with the Association office, or they may be towed.

19. 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, 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, 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 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 by-laws, or Association Rules and Regulations 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 are neither Board members nor persons residing in a Board member's household, who shall hear reasons why a fine 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: If the hearing committee of Unit Owners approves the imposition of a fine, the Board of Directors may impose the fines against the applicable Unit up to the maximum amount permitted by the Condominium Act, as amended from time to time.

(d) Violations: Each separate incident which is grounds for a fine shall be the basis of one separate fine. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing.

(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 fine 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.

20. 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. Anything to the contrary notwithstanding, these Rules and Regulations shall only be applicable to the Commercial Units to the extent expressly provided. 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.

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 therefore and good cause shown in the sole opinion of the Board.