

**SCHEDULE "A" TO
BY-LAWS**

**RULES AND REGULATIONS
FOR
DOLPHIN KEY, 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 terraces, patios or other Common Elements. No linens, cloths, clothing, curtains, rugs, mops or laundry of any kind, or other articles, shall be shaken or hung from any of the windows, doors, patios, lanais, terraces or other portions of the Condominium Property.

4. No Unit Owner or occupant 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 onto any of the patios, terraces or elsewhere in the Building or upon the Common Elements.

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 repair of vehicles shall be made on the Condominium Property.

7. No unit Owner or occupant shall make or permit any disturbing noises by himself or his family, servants, employees, agents, visitors or licensees, or pets, 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.

8. No radio or television, mechanical or electronic installation may be permitted in any Unit which interferes with the television or radio reception of another Unit.

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 Property, except signs used or approved by the Association. 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 by a Unit Owner, except as may be approved by the Association.

10. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Unit or on the Common Elements.

11. 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 Building except for one (1) portable removable United States flag and except for on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day Unit Owners may display in a respectful way portable, removable official flags, not larger than 4-1/2 feet by 6 feet, that represent the United States Army, Navy Air Force, Marine Corps, or Coast Guard. The Board may not refuse the request of a Unit Owner for a reasonable accommodation for the attachment on the mantle or frame of the door of a unit owner a religious object not to exceed 3 inches wide 6 inches high and 1.5 inches deep. 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.

12. No 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.

13. No exterior antennae shall be permitted on the Condominium Property or Improvements thereon, provided that the Association or Developer shall have the right to install and maintain community antennae, radio and television cables and lines, and security and communications systems.

14. 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 using the recreational facilities.

15. No reptiles or wildlife shall be kept or maintained in or about the Condominium Property.

16. No part of any Boat Slips described in section 3.5 of the Declaration of

Condominium nor any vessel docked upon any part of the Boat Slips may be inhabited. No vessel or boat moored or kept at the Boat Slip Facility shall be used for the overnight occupancy of persons or as a "live aboard" facility described in or prohibited by the Code of Ordinances of the Town of Indian Shores.

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 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, 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, 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 a hearing at which time the Owner or occupant shall present reasons why penalties should not be imposed.

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.

c) Fines: If the Committee agrees with the fine, the Association may impose fines against the applicable Unit up to the maximum amount of \$100.00 per violation per day of continuing violations, not to exceed the aggregate of \$1,000.00, (or such greater amount as may be 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, one (1) for each day of such continuation, provided that no such fine shall in the aggregate exceed \$1,000.00 (or such greater amount as may be permitted by law from time to time).

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.

17. 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 doubt as to whether a specific practice or activity is or is not permitted. All of these rules and regulations shall apply to all 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 but which is not in conflict with any ordinance of the Town of Indian Shores, Florida.

Exhibit "4" to Declaration

Guaranteed Maximum Monthly Assessments Per Unit With Reserves

<u>Unit #</u>	<u>Monthly Per Unit</u>	<u>Annual Per Unit</u>
All Units	\$553.31	\$6,639.78

Regular monthly assessments for common expenses for each unit owner other than developer