

## SCHEDULE "A" TO BY - LAWS

### PALOMINO PARK PROFESSIONAL CENTER II CONDOMINIUM ASSOCIATION, INC.

#### RULES & REGULATIONS

The following are the Rules and Regulations of PALOMINO PARK PROFESSIONAL CENTER II CONDOMINIUM ASSOCIATION, INC., and shall apply to all portions of the Condominium Property now or hereafter subject to its Declaration of Condominium as amended from time to time, the defined terms of which are incorporated into these Rules and Regulations by this reference.

As used in these Rules and Regulations, the term "Persons" shall mean any natural person or corporation, partnership, limited liability company or other business entity and shall extend to and include all Owners and shall also include, without limitation, tenants or occupants of Units and their principals, agents, employees and contractors. It is the intent hereof that, as provided in the Declaration of Condominium, all Owners shall be responsible for any violations of these Rules and Regulations and/or the Declaration of Condominium by Persons under their control or otherwise or the Condominium Property on their behalf or at their intention.

1. Access. No Person shall obstruct any elevators, vestibules, stairways, corridors, halls, sidewalks, passages, exits, entrances, roadways, loading areas, or pedestrian sidewalks or ramps within any portion of the Condominium Property. No sidewalk or walkway shall be used for other than pedestrian travel except as specifically permitted in these Rules and Regulations. No Person shall use any roadway, sidewalk, or walkway, except as a means of egress or ingress within or to and from the Condominium Property, or adjacent streets. Such use shall be in an orderly manner, and in accordance with the directional and other signs or guides.

2. Solicitation, Etc. No Person, other than the Association or its designee, shall directly or through any third parties solicit business or engage in any promotional activities or distribute any handbills or other promotional or advertising materials of any kind within any portion of the Condominium Property (except within a Unit and then only to the extent such advertising materials or promotional activities are intended solely to promote sales or services of the items provided within the Unit and are not also intended to promote or publicize any business or attraction not located within the Condominium Property). No Person, other than the Association or its designee, shall solicit membership in or contributions for any organization, group, association or any other purpose or permit any other third parties to do the same anywhere in The Condominium Property, without the Association's prior written consent, which consent the Association may withhold in its sole and absolute discretion. Canvassing, soliciting, and peddling within any portion of the Condominium Property is prohibited and all Persons shall cooperate to prevent the same.

No person shall, in or on any part of the Condominium Property:

- A. Engage in any conduct that might tend to interfere with or impede the use of any of the Common Elements by any customer, business invitee, employee, occupant or tenant of the Condominium Property, create a disturbance, attract attention, or harass, annoy, disparage, or be detrimental to the interest of any of the retail, commercial or other establishments within the Condominium Property.
- B. Throw, discard, or deposit any paper, glass, or extraneous matter of any kind, except in a designated trash receptacle, or create litter hazards of any kind.
- C. Use any sound making device of any kind or create and produce in any manner noise or sound that is annoying, unpleasant or distasteful to any other tenant, or occupant.
- D. Deface, damage, or demolish any sign, light standard or fixture, landscaping material, or other improvement within the Condominium Property, or the property of customers, business invitees, or employees, occupants or tenants situated within the Condominium Property.

3. Parking. Any reserved parking spaces shall be in locations designated by the Association. The Association shall not be liable for any damage of any nature whatsoever to, or any theft of, automobiles or other vehicles or the contents thereof while in or about the Building or appurtenant parking areas.

Because the parking spaces are part of the Common Elements, no Person can guarantee the sufficiency, availability or assignability of any such parking spaces, unless and except assigned by the Developer per the Declaration of Condominium.

4. Deliveries/Loading/Unloading. All deliveries to the Units and loading and unloading of goods, movement of furniture, machines, merchandise or materials within, into or out of the premises are at the risk and liability of the Lessee or Owner. The Association must be notified in advance if anything extra heavy such as safes, large files, and electronic data processing equipment and other heavy equipment or machines shall be moved into the premises and placed where directed by Association. CALL PROPERTY MANAGER AT LEAST TWO (2) DAYS PRIOR TO MOVING IN OR OUT OF BUILDING SO ELEVATOR WALL PROTECTIVE MATS CAN BE HUNG.

5. Theft. The Association will not be responsible for lost or stolen personal property, equipment, money or any article taken from the Building or parking facilities regardless of how or when loss occurs.

6. Flammables. No Person shall bring into the Condominium Property any flammable fluids or explosives without the written permission of the Association.

7. No Residential Use. No Person shall use any part of the Condominium or parking facilities for housing, lodging or sleeping purposes or for the cooking or

preparation of food without the prior written consent of the Association, other than warming lunch, snacks, etc. with a microwave in the normal day-to-day operations of an office. NO WASHING OR OUTSIDE STORAGE of any kind including but not limited to vehicles, trailers, boats, campers, etc. shall be permitted.

8. No Animals. No Person shall bring into the Condominium any fowl, reptile, insect or animal into the Building.

9. Locks. No additional locks shall be placed on any door in the Building without the prior written consent of the Association.

10. Glass. All plate and other glass in the Building which is broken through cause attributable to a Person, shall be replaced by and at the expense of such person under the direction of the Association.

11. Plumbing. The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage or damage resulting from a violation of this provision shall be borne by the responsible person, who shall, or whose officers, employees, agents, servants, patrons, customers, licensees, visitors or invitees shall have caused it.

12. Contractors. All contractors and/or technicians performing work for the Association within the Condominium shall be referred to the Association for approval before performing such work. This shall apply to all work including, but not limited to, installation of telephones, telegraph equipment, electrical devices and attachments, and all installations affecting floors, walls, windows, doors, ceilings, equipment or any other physical feature of the Condominium. None of this work shall be done without the Association's prior written approval.

13. Showcases. No showcases or other articles shall be put in front of or affixed to any part of the exterior of the Building, nor placed in the halls, corridors or vestibules without the prior written consent of the Association.

14. Doors. Glass panel doors that reflect or admit light into the passageways or into any place in the Building shall not be covered or obstructed. No Person shall permit, erect and/or place drapes, furniture, fixtures, shelving, display cases or tables, lights or signs and advertising devices in front of or in proximity or interior and exterior windows, glass panels, or glass doors providing a view into the interior of the Building unless same shall have first been approved in writing by the Association. The occupant of a Unit is responsible to keep the inside of the glass clean. First floor owners are responsible for cleaning of exterior glass on a regular basis at their own cost.

15. Outdoor Sales. No space in the common areas or parking facilities shall, without the prior written consent of the Association, be used for manufacturing, public

sales, or for the storage of merchandise, or for the sale of merchandise, goods or property of any kind, or auction.

16. Roof. No Person shall go upon the roof of the Building without the written consent or verbal approval of the property manager.

17. Cleaning Crews. The work of the Association's or manager's, janitors, cleaning personnel or other employees shall not be hindered by any Person.

18. Crates, Boxes, etc. In the event any Person must dispose of crates, boxes, etc. which will not fit into office wastepaper baskets, it will be the responsibility of such Person to dispose of same. In no event shall any Person set such items in the public hallways or other areas of the Building or parking facilities, excepting their own premises, or inside the outside dumpster for disposal. **BOXES MUST BE BROKEN DOWN.**

19. Antennae. No Person shall install any antenna or aerial wires, or radio or television equipment, communication, signal, alarm, utility or service connection, or any other type of equipment, inside or outside of the Building, without the Association's prior approval in writing and upon such terms and conditions as may be specified by the Association in each and every instance.

20. No Violation of Laws. No Person shall make or permit any use of the Condominium Property or which, directly or indirectly, is forbidden by law, ordinance or governmental or municipal regulation, code or order, or which may be disreputable, or which may be dangerous to life, limb or property.

21. Advertising. No Person shall advertise the business, profession or activities of such Condominium Property in any manner which violates the letter or spirit of any code or ethics adopted by any recognized association or organization pertaining therein, or use the name of the Condominium Property for any purpose other than that of the business address of the person.

22. Access by Association. Each Person shall permit the Association, or its agent, to enter each Unit to make inspections, repairs, alterations or additions in or to the Condominium Property, and at any time in the event of emergency permit the Association to perform any acts related to the safety, protection, preservation, or improvement of the Condominium Property.

23. Smoking. No Person shall smoke in the Building, including the elevators, lobbies and stairwells; however, smoking will be permitted outside in designated areas, **IF ANY, AND ALL CIGARETTE OR CIGAR BUTTS SHALL BE PROPERLY DISPOSED OF (NOT ON ANY WALKWAY, PAVING OR LANDSCAPE BEDS).**

24. Exterior Appearance. No Person shall place or install any show cases, awnings, window coverings, shades, lighting, signs, canopies, or any other item or article, in front of or affixed to any part of the exterior of a Unit or any other portion of the Condominium Property which would affect the visual appearance of same, without the Association's prior written consent, which consent the Association may withhold in its sole and absolute discretion.

25. Waiver. No release or waiver by the Association of any provisions herein shall be enforceable by a Person unless in writing and executed by the Association. The failure by the Association to insist upon the strict performance of any of the terms or provisions hereof shall not be deemed a waiver of any rights or remedies of the Association or a waiver of any subsequent violation or failure of compliance with these Rules and Regulations.

26. Amendment. The Board of Directors of the Association shall have the right to promulgate additional Rules and Regulations or amend or rescind any of the foregoing Rules and Regulations from time to time, as the Association deems suitable, including, without limitation, for the care and cleanliness of the Condominium Property. All Persons shall comply with all new or amended Rules and Regulations upon receipt of written notice of the same from the Association.

27. Signs: All Persons are required to have signs, as approved, only in areas designated, by the Association. No sign, door plaque, awning, advertisement or notice shall be displayed, painted or affixed in or on any part of the outside or inside, including windows, glass of the building, parking facilities or leased premises without prior written consent of the Association, and then only of such color, size, character, style and material and in such places as shall be approved and designated by the Association. Signs and any applied printing shall be placed thereon by a contractor designated by the Association and paid for by the applicable Owner or the Owner's tenant. Signs on exterior walls, when allowable, shall conform to the regulations of all governmental sign codes. It is the intent of the Association to have uniform signs.

28. Trash and Garbage. All Persons shall store all trash and garbage in containers within the Unit and/or in a location within the Common Elements designated by the Association. All trash and garbage shall be packed in leak-resistant, odor resistant bags or containers prior to disposal. All boxes or cartons shall be broken down and/or torn as necessary so as to be easily accommodated in the trash and garbage containers. No Person shall place any material in any trash or garbage container which cannot be disposed of in the ordinary and customary course of trash and garbage disposal. All trash or garbage must remain on premises, not left outside the Unit but taken immediately to the dumpster and placed inside the dumpster.

29. Alterations. Any alteration, addition, or improvement shall be made in accordance with previously prepared plans and specifications, and such plans and specifications must have written approval of the Association, and shall have been submitted to and approved by all municipal or other governmental departments or agencies having jurisdiction over the subject matter thereof. All additions or alterations

done on leased premises must be done by a Florida State Certified General Contractor using licensed sub-contractors.

30. Enforcement by Association. If any Person violates or fails to comply with any of these Rules and Regulations promptly after written notice from the Association of such violation or noncompliance, then the Association or its duly appointed employees, agents or contractors shall have the right to undertake such acts as may be reasonably necessary to cure or eliminate such violation or noncompliance at the sole cost of the Owner of the applicable Unit.