

SCHEDULE "A"

Rules and Regulations

SCHEDULE "A"
TO
BY-LAWS

RULES AND REGULATIONS
FOR
TWIN LAKES PROFESSIONAL CENTER, A CONDOMINIUM

(ALL REFERENCES HEREIN TO CAPITALIZED TERMS WHICH ARE NOT DEFINED IN THESE RULES AND REGULATIONS SHALL HAVE THE MEANINGS ASCRIBED THERETO IN THE DECLARATION OF CONDOMINIUM FOR TWIN LAKES PROFESSIONAL CENTER, A CONDOMINIUM ("DECLARATION"), AND IN THE ARTICLES OF INCORPORATION AND BY-LAWS FOR TWIN LAKES PROFESSIONAL CENTER CONDOMINIUM ASSOCIATION, INC.)

A. GENERAL RULES

1. **OCCUPANCY**. Units shall be used only for the purposes expressly set forth in the Declaration of Condominium, and for no other purposes. Each Owner, tenant and occupant of a Unit should carefully review the Declaration for additional occupancy and use restrictions.

2. **USE**.

(a) No improper, offensive or unlawful use shall be made of any Unit, the Condominium Property, or of the Common Elements or any part thereof. All laws, zoning ordinances and regulations of all governmental authorities having jurisdiction thereof shall be observed.

(b) No Unit Owner shall permit or suffer anything to be done or kept in his Unit which will increase the rate of insurance on the Condominium Property, or which will obstruct or interfere with the rights of other Unit Owners or annoy them by unreasonable noises, smells or otherwise, nor shall any Unit Owner commit or permit any nuisance, immoral or illegal act in or about the Condominium Property.

(c) The Association shall possess additional authority to promulgate rules and regulations governing the manner, method and to what degree additional uses other than noted in these Rules and Regulations may be permitted, and further, the Association shall have the power to revoke the granting of such additional permitted uses, when in the Association's sole discretion, the use in question has become excessive and/or violates the medical and commercial office character of the Condominium.

(d) The use of all Common Elements shall, at all times, be governed by these Rules and Regulations, as they may be amended from time to time by the Association, and by such other rules and regulations as may be posted, from time to time, in and about such Common Elements by the Association.

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(e) Common Elements and Limited Common Elements shall only be used for their designated purposes only, the purposes specifically set forth in the Declaration, or as determined by the Association. Common Elements and Limited Common Elements shall not be obstructed, littered, defaced, or misused in any manner.

(f) A Unit Owner, tenant or occupant shall provide the Association with at least seventy-two (72) hours' prior written notice before moving in or out of the Condominium. Persons moving furniture and other property into and out of Units must use the designated access door into the Building and only the east elevators. All such moving shall only take place Mondays through Saturdays between the hours of 8:00 a.m. and 8:00 p.m. Moving vans and trucks used for this purpose will remain on the Condominium Property only when actually in use.

3. **PETS.** No pets shall be kept in or outside a Unit or brought onto the Condominium Property except that guide dogs for the visually impaired will be permitted for a Unit Owner, tenant, occupant or invitee.

4. **APPARATUS, ALTERATIONS AND OTHER REGULATIONS.**

(a) A Unit Owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, terraces, or windows of a Building, Common Elements, Condominium Property, or a Unit, except with the prior written consent of the Association, and further, if and when approved, subject to the conditions designated and adopted by the Association. No linens, clothing, curtains, rugs, laundry or other articles shall be shaken or hung from any of the windows, doors or other portions of the Condominium Property. 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 other portion thereof or upon the Common Elements. All screening, window and exterior glass door coverings and drape linings shall only be in the colors specified by the Association. Anything to the contrary notwithstanding, any Unit Owner may display one portable, removal United States flag, whose size and location have first been approved, in writing, by the Association.

(b) No Unit Owner shall cause improvements or changes to the exterior of the Condominium, including, but not limited to, walls, screening, loggia, terrace, slab, porch or painting or other extensive decoration of any aesthetic nature, installing electrical wiring, television antennae, satellite dish, or air conditioning units which may protrude through the walls or roof of the Condominium Property or in any manner change the appearance of any portion of a Building without the prior written consent of the Association whose consent may be withheld.

(c) Television, radios, musical instruments and other instrumentality of sound reproduction or amplification shall only be used at such times and at such levels as will provide a minimum disturbance to other Units Owners. No radio or television installation or other electrical equipment shall be permitted in any Unit if it interferes

with the television or radio reception of another Unit. No exterior antenna shall be permitted on the Condominium Property, provided that the Developer shall have the right (but not the obligation) to install and maintain community antennae, radio and television lines, satellite dish, security systems, and telecommunication systems, or to permit such equipment subject to additional regulations as solely determined by the Association.

(d) Sidewalks, landscaped areas, entrances, exits, passages, halls, stairways, elevators, driveways, parking spaces, loading spaces, and all other portions of the Common Elements must, at all times, be kept free of obstruction.

(e) Unit Owners shall be financially responsible to the Association for damage to the Common Elements or Limited Common Elements caused by themselves, their tenants, invitees, employees, contractors, agents, guests and family members. If a Unit Owner fails to reimburse the Association for such damage, the Association shall have all rights of collection and enforcement under the Declaration.

(f) No garbage cans, supplies, or other articles shall be placed in the pathways, halls, elevators, stairways, walkways or parking areas unless placed by the Association or approved as an authorized garbage disposal location by the Association. All garbage shall be properly bagged and deposited in garbage disposal areas designated by the Association. Each Unit Owner shall comply with the requirements of any company providing trash removal services retained by the Association. The areas designated for a dumpster by the Association must be kept clear and unobstructed for use by the trash disposal vendor at all times.

(g) No sign, advertisement, notice, sticker, 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 installed, used or approved by the Developer or the Association. No unsightly materials may be placed on any window or glass door or be visible through such window or glass door on the Condominium Property.

(h) No flammable, combustible or explosive fluids, chemicals or other substances shall be kept or stored in any Unit except for those fluids, chemicals or substances used in the scope of that Unit Owner's approved business use for that Unit and further provided that they must be stored and kept inside the Unit at all times. No fluids, chemicals or other substances shall be disposed, released, discharged, spilled, stored or kept on the Common Elements or Limited Common Elements. All fluids, chemicals and other substances shall be properly disposed of by the Unit Owners according to applicable codes, ordinances and regulations of all governmental agencies having jurisdiction over the Condominium Property.

(i) Repair, construction, decorating or remodeling work for any Unit or Limited Common Element may be performed on Mondays through Fridays between the hours of 8:00 a.m. and 5:00 p.m. (the "normal working hours"), and on Saturdays, Sundays and legal holidays. Unit Owners either making or causing to make such repairs or improvements, shall make every effort to coordinate the execution of lengthy noise

intensive work to be performed either after or before normal working hours except in case of an emergency authorized by the Association or as otherwise permitted under the applicable local municipal code or ordinance. The Developer (for itself and its agents, designees and contractors) is exempt from this rule and regulation during the time the Developer is constructing, maintaining or marketing the sale of the Units.

(j) No skateboards, scooters, or similar equipment shall be used or stored on the Condominium Property. Motorcycles, bicycles and mopeds shall be stored only in areas specifically designated by the Association.

(k) Illegal practices are prohibited.

(l) Lawns, shrubbery or other exterior plantings installed by the Developer or the Association will not be altered, moved or added to without the prior written permission of the Association, whose consent may be arbitrarily withheld. Planters may be placed at the entrances to Units if approved by the Board of Directors.

(m) Owners shall not place ash urns, newspaper racks, garbage containers, pallets, crates, boxes, abandoned machinery or equipment outside of their Units except on their Limited Common Elements and with the prior written consent of the Association, whose consent may be withheld. Notwithstanding the preceding sentence, if Developer has approved an Owner's request for placement of such an item or items, the Association shall be prevented from having such an item or items removed therefrom. Unit Owners that generate a disproportionately large quantity of refuse and consume a disproportionately large quantity of space within the trash facilities on the Condominium Property, as solely determined by the Association, whose decision shall be final, shall be subject to an equitably determined Special Assessment by the Association for such inequitable consumption of trash services.

(n) Owners shall not store any equipment, machinery or toys used in their trade, business or for leisure time outside of their Units.

(o) No Unit Owner shall personally access or cause others to access the roof of any Building for any reason whatsoever without first complying with the written procedures of the Association for such access. Such procedures shall include the filing of applicable licenses and insurance certificates with the Association for technicians servicing rooftop equipment. Only service contractors who are duly licensed and insured in Palm Beach County, and who first register with the Association, shall have the right to service utilities, roof mounted equipment serving the Units, or other equipment permitted by the Association and installed by the Unit Owners, all in connection with the Unit Owner's maintenance responsibilities as set forth herein or in the Declaration. All service personnel accessing any roof shall work in a clean and safe manner and shall stay within marked rooftop circulation paths and walkways and within the immediate area of equipment being serviced. **DEVELOPER SHALL NOT BE RESPONSIBLE OR LIABLE, AND APPLICABLE ROOF WARRANTIES, IF ANY, SHALL BE NULL**

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AND VOID, IN THE EVENT ROOF ACCESS PROCEDURES ARE NOT STRICTLY FOLLOWED.

(p) None of the following items or equipment shall be permitted on the exterior of the Association Property, Buildings, Common Elements or Condominium Property: (i) food service/drink/vending or other similar food dispensing units/machines; or (ii) other vending machines dispensing all types of merchandise, products, goods, handbills, advertising magazines, or other types of things, as solely determined by the Association, whose decision shall be final.

(q) The toilet rooms, urinals, wash bowls and other apparatus on the Common Elements shall not be used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein and the expense of any breakage, stoppage or damage resulting from the violation of this rule shall be borne by the Unit Owner, even if such damage is caused by its licensees, employees, family members or invitees.

(r) Association shall have the right to prescribe the weight, size and position of all heavy equipment brought into a Building and also the times and manner of moving the same in and out of the Building. Said heavy objects shall, if considered necessary by the Association, stand on supports of such thickness as is necessary to properly distribute the weight. All damage caused by a Unit Owner to the Building by moving or maintaining any such object or other property shall be repaired by the Association at the Unit Owner's sole expense. Association will not be responsible for loss of or damage to any such objects or property from any cause except for its grossly negligent and willful acts or omissions.

5. **CHILDREN**. Children shall be the direct responsibility of their parents or legal guardians, who must supervise them, at all times, while they are on the Condominium Property. Children shall not be permitted to play in the walks, parking areas, stairways, hallways, elevators, storage areas, pathways or corridors of the Condominium Property.

6. **ASSOCIATION**.

(a) No Owner, tenant or occupant of a Unit shall direct, supervise or in any manner attempt to assert any control over any of the employees of the Association, nor shall he or she attempt to send any such employees on private business of such Unit Owner, tenant, or occupant; such employees are to be directed only by Officers of the Association or the management personnel engaged by the Association.

(b) The Association shall retain a passkey to the Units, and the Unit Owners shall provide the Association with a new or extra key whenever locks are changed or added for the use of the Association pursuant to its statutory right to access the Units or to remedy any situation or condition which, if not remedied, would result in damage to any other Unit or the Common Elements. In addition, a passkey to each Unit shall be placed in a fire department lock box in the event of an emergency for access purposes.

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Each Unit Owner shall provide two (2) passkeys to its Unit for the foregoing purposes. Duplication of Unit Owners' keys to Common Element facilities is restricted in the interest of security. Such keys will be duplicated only with the assistance of the manager. If such keys are of a high security type they may only be obtained from the manager at a cost determined by the Board of Directors. Should an Owner fail to provide such a key, the Association shall have the right to forcibly enter for emergency or other purposes provided herein or under the Declaration.

(c) Pursuant to the provisions of Section 718.112, Florida Statutes, the Association is only obligated to respond to one written inquiry per Unit in any given 30-day period.

(d) The Association reserves the right to exclude or expel from the Condominium Property any invitee, licensee, employee, agent, family member, or guest of an Owner of a Unit who, in the sole judgment of the Association, is intoxicated or under the influence of alcohol or drugs.

7. **PARKING.**

(a) No campers, mobile homes, motor homes, house trailers or trailers of any other description, recreational vehicles, boats or boat trailers, shall be permitted to be parked or to be stored at any time on the Condominium Property.

(b) All vehicles must be currently licensed. No vehicle which cannot operate on its own power shall be permitted to remain on the Condominium Property for more than twenty-four (24) hours. The Association shall have the power to move or tow away improperly parked vehicles and the Association is specifically granted the rights and benefits of Section 715.07, Florida Statutes.

(c) Speed limits shall be strictly observed.

(d) No vehicle maintenance or repairs shall be performed on the Condominium Property, except for emergency repairs.

(e) Vehicles may only be washed in vehicle wash areas designated by the Association, if any, by automobile detail companies approved, in writing, by the Association. No vehicle dripping oil or other fluids shall be parked or stored on the Condominium Property.

(f) The Developer and its designees are exempt from these and any other parking regulations on Condominium Property and Association Property for vehicles engaged in any activity relating to construction, maintenance, or marketing of Units, as are commercial vehicles used by vendors of the Association and Unit Owners while engaged in work at the Condominium Property.

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8. **RESPONSIBILITY FOR DELIVERIES.** Unit Owners shall be liable for damages to the Condominium Property caused by receiving deliveries, or moving or removing furniture or other articles to or from their respective Units.
9. **SOLICITATION.** There shall be no solicitation by any person anywhere in or on the Condominium Property for any cause, charity or any other purpose whatsoever, unless specifically authorized by the Association.
10. **OPEN DOORS.** No Owner or occupant shall allow the front entrance to his or her Unit to remain open for any purpose other than immediate ingress and egress.
11. **FOOD AND BEVERAGES.** Food and beverages shall be consumed only within Units.
12. **ODORS.** No noxious or unusual odors shall be generated in such quantities that they permeate to other Units and become annoyances or become obnoxious to other Owners.
13. **COOKING DEVICES.** No fires, cooking devices, grills or other devices which emit smoke or dust shall be allowed or used on the Condominium Property.
14. **HURRICANE PROTECTION.** All Owners, tenants and occupants of a Unit shall have all hurricane and storm shutters approved by the Association prior to the installation thereof, in accordance with the terms and provisions contained in the Declaration.
15. **ELEVATORS.** Elevators shall not be abused or overloaded. Smoking in the elevators or in other parts of the Common Elements is prohibited except in locations specifically designated by the Association. No children shall be permitted to play or loiter in the elevators. No carriages, shopping carts or other objects shall remain unattended in elevators. Not more than one (1) east elevator, as designated by the Association, shall be exclusively used by an Owner, tenant or occupant moving in or out of the Condominium. The regulation in the preceding sentence will ensure that the other Owners, tenants and occupants of Units will have continuous access to their Units. The designated east elevator must be reserved with the Association at least seventy-two (72) hours before a move and that Owner, tenant or occupant must provide a certificate of insurance naming the Association as a named insured before moving in or out of the Condominium. Padding shall be installed while moving furniture or other objects which may damage the interior. An Owner, tenant or occupant moving in or out of the Condominium shall be required to place a security deposit with the Association, in an amount reasonably determined by the Association, to cover any repair or damage to the Common Elements or Association Property resulting from that move. The Unit Owner shall be responsible for any damage to the elevators caused by Owner or his agents, invitees, licensees, employees, family members, agents and contractors.

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16. **COMPLIANCE BY UNIT OWNERS.** All Owners, tenants, invitees, licensees, guests, family members, agents, contractors, employees and occupants of a Unit shall comply with these Rules and Regulations, and any and all rules and regulations which may, from time to time, be adopted by the Association, and the provisions of the Declaration, Articles of Incorporation and By-Laws of the Association. Failure of any of the foregoing persons to comply with the terms of this paragraph may subject that person to the imposition of a fine in accordance with the terms set forth in the Declaration and to possible legal remedies, including, but not limited to, suits for money damages, injunctive relief, or any combination thereof, as set forth in the Declaration, the Articles and By-Laws.

17. **NOT APPLICABLE TO DEVELOPER.** These Rules and Regulations shall not be applicable to the Developer, its designees, successors and assigns, or to Units owned by or leased to the Developer.

18. **RELIEF.** The Board of Directors shall have the power, but not the obligation, to grant relief to one or more Unit Owners under the particular circumstances involved from the provisions for specific restrictions contained in these Rules and Regulations upon written request therefore, and for good cause shown in the sole opinion of the Board.

19. **APPROVALS.** All approvals required or permitted hereunder from the Association shall be in writing.

20. **NOTICE.** These Rules and Regulations do not purport to constitute all of the restrictions affecting the Condominium Property. Reference should be made to the Declaration, Articles of Incorporation and By-Laws of the Association, and any other documents governing the Condominium Property.

B. RULES FOR UNIT OWNERS PARTICIPATION IN BOARD MEETINGS, A BUDGET COMMITTEE MEETING, AND A MEETING OF ANY COMMITTEE AUTHORIZED TO TAKE ACTION ON BEHALF OF THE BOARD

I. RIGHT TO SPEAK:

1. To the maximum extent practicable, the posted board meeting agenda for each meeting will list the substance of the matters and actions to be considered by the Board.

2. Robert's Rules of Order (latest edition) will govern the conduct of the Association meeting when not in conflict with the Declaration of Condominium, the Articles of Incorporation, or the By-Laws.

3. After each motion is made and seconded by the Board members, the meeting chairperson will permit Unit Owner participation regarding the motion on the floor. Such time may be limited depending on the complexity and effect on the Association.

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4. Unit Owner participation will not be permitted after reports of officers or committees unless a motion is made to act on the report; or the chairperson determines that it is appropriate or is in the best interest of the Association.

5. A Unit Owner wishing to speak must first raise his or her hand and wait to be recognized by the chairperson.

6. While a Unit Owner is speaking, he or she must address only the chairperson; no one else is permitted to speak at the same time.

7. A Unit Owners may speak only once for not more than three minutes, and only on the subject or motion on the floor.

8. The chairperson, by asking if there is any objection and hearing none, may permit a Unit Owner to speak for longer than three minutes, or to speak more than once on the same subject. The objection, if any, may be that of a Board member only, and if there is an objection the question will be decided by Board vote.

9. The chairperson will have the sole authority and responsibility to see to it that all Unit Owner participation is relevant to the subject or motion on the floor.

II. RIGHT TO VIDEO OR AUDIOTAPE:

1. Audio and video equipment and devices that Unit Owners are authorized to use at any such meeting must not produce distracting sound or light emissions.

2. Audio and video equipment will be assembled and placed in a location that is acceptable to the Board or the committee before the beginning of the meeting.

3. Anyone videotaping or recording a meeting will not be permitted to move about the meeting room in order to facilitate the recording.

4. At least 24 hours' advance written notice will be given to the Board by any Unit Owner desiring to use any audio/video equipment to record a meeting.

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TWIN LAKES PROFESSIONAL CENTER
CONDOMINIUM ASSOCIATION, INC.,
a Florida not-for-profit corporation

By: _____
Name: _____
Its: President

Attest: _____
Name: _____
Its: Secretary

Dated: _____, 200__