SCHEDULE "A" TO BY-LAWS

RULES AND REGULATIONS FOR

ASHLAND CONDOMINIUM A

1. The sidewalks, entrances, 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 similar objects be stored therein.

2. The personal property of Unit Owners must be stored in their respective Units or in storage areas.

3. No garbage cans, supplies, milk bottles or other articles shall be placed on the balconies 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, fences, balconies, terraces or other portions of the Condominium Property.

4. 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 into any of the balconies or upon the Common Elements.

5. All refuse must be deposited with all other refuse in areas designated for such purpose by the Developer.

6. Parking areas are solely for non-commercial automobiles with a current passenger vehicle registration.

7. Employees of the Association are not to be sent out by Unit Owners for personal errands. The Board of Directors shall be solely responsible for directing and supervising employees of the Association.

8. No vehicle which cannot operate on its own power shall remain on the Condominium Property for more than twenty-four (24) hours, and no repair of vehicles shall be made on the Condominium Property.

9. No Unit Owner shall make or permit any disturbing noises in his Unit 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 Unit Owner 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 shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents.

10. No radio or television installation may be permitted in any Unit which interferes with the television or radio reception of another Unit.

11. No sign, advertisement, notice or other 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.

12. The Association may retain a pass key to all Units. If a Unit Owner changes the lock or installs a new lock on his Unit, the Unit Owner shall provide the Association with a key to the new or changed lock.

13. Barbecuing shall be permitted only in designated areas.

14. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Unit or on the Common Elements, except for use in barbecuing.

15. 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 his 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.

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16. Food and beverages may not be consumed outside of a Unit except in designated areas.

17. A Unit Owner shall not cause anything to be affixed or attached to, hung, displayed or place on the exterior walls, doors, balconies or windows of the Building. 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.

18. 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, except small containers for use in gas barbecues.

19. 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.

20. No trucks or commercial vehicles, campers, mobile homes, motorhomes, house trailers or trailers of every other description, recreational vehicles, boats or boat trailers or vans shall be permitted to be parked or to be stored at any place on the Condominium Property. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery and other temporary commercial services, nor to any of the Developer's vehicles, if those vehicles are engaged in any activity relating to construction, maintenance or marketing of a unit.

21. The requirements from time to time of any governmental agency 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.

22. No air-conditioning units may be installed by Unit Owners. No Unit shall have any aluminum foil placed in any window or glass door or any reflective substance placed on any glass.

23. No exterior antennae shall be permitted on the Condominium Property or Improvements thereon provided that Developer shall have the right to install and maintain community antennae and radio and television lines and other temporary communications systems.

24. No chain link fences shall be permitted on the Condominium Property or any portion thereof, except during construction by Developer.

25. Children shall 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 of these rules and regulations. All children under fourteen (14) years of age must be accompanied by a responsible adult when entering and/or utilizing the Recreation Area or other commonly used facilities.

26. Age of Residents; Services and Facilities. Subject to all local ordinances, as they may be amended from time to time, at least one person over the age of fifty-five (55) years of age must be a permanent occupant of each Unit, whenever any person occupies said Unit. Persons under the age of fifty-five (55) years and more than eighteen (18) years of age may occupy and reside in a Unit as long as at least one of the occupants is over the age of fifty-five (55) years. No person under the age of eighteen (18) may be a permanent occupant of any Unit, except that persons under the age of eighteen (18) may be permitted to visit and temporarily reside for periods not to exceed thirty (30) days in total in any calendar year. Notwithstanding the above, if a Unit is transferred by inheritance, the requirement as to one occupant of said Unit being over the age of fifty-five (55) years is waived as to occupancy by the heirs so long as no permanent occupant is under the age of eighteen (18) years and further so long as at least eighty (80%) percent of all of the Units in the Condominium are occupied by one person over the age of fifty-five (55) years. It shall be the responsibility of the Board of Directors of the Association to determine whether eighty (80%) percent of the Units in the Condominium are occupied by at least one person who is over the age of fifty-five (55) years. Subject to the terms of this Declaration, the Articles of Incorporation and By-Laws of the Association the Board shall have the authority to make any additional capital improvements upon the common properties necessary to provide facilities or

services specifically designed to meet the requirements of the Fair Housing Amendments Act of 1988.

27. No animals or pets of any kind in any Unit or on the Condominium Property.

28. No Unit Owner shall install a screen enclosure to or upon the outside walls of the Building or on the Common Elements or Limited Common Elements without the prior consent of the Board of Directors.

29. No sign, advertisement, notice, lettering or descriptive design shall be posted, displayed, inscribed or affixed to the exterior of a Unit. No "FOR SALE" or "FOR RENT" or similar signs or notices of any kind shall be displayed or placed upon any part of a Unit by Unit Owners other than the Developer and the Association.

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 and By-Laws as amended from time to time. Failure of an Owner or occupant, licensee or invitee 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, licensees, invitees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, or By-Laws, provided the following procedures are adhered to:

(a) Notice: The Association shall notify the Owner or occupant and, if applicable, his licensee or invitee 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 any present witnesses and other testimony or evidence.

(b) Hearing: The non-compliance shall be presented to a Committee of Unit Owners after which the Committee of Unit Owners shall hear reasons why penalties should not be imposed. Formal rules of evidence shall not apply. A written decision of the Committee of Unit Owners shall be submitted to the Owner or occupant by not later than twenty-one (21) days after the Committee meeting.

(c) Penalties: The Board of Directors may impose a fine not in excess of Fifty Dollars ($50.00) for each non-compliance or each violation.

(d) Payment of Penalties: Fines shall be paid not later than thirty (30) days after notice of the imposition of the penalties.

(e) Collection of Fines: No fine shall become a lien against a Unit. However, the Board may take such other affirmative and appropriate action as may be necessary to effect collection of fines.

(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.

31. With the exception of Rules No. 20, 26 and 27, these Rules and Regulations shall not apply to the Developer, nor its agents or employees and contractors, or to Institutional First Mortgagees, nor to the Units owned by either the Developer or such Mortgagees. All of these Rules and Regulations shall apply, however, to all other Unit Owners and occupants, and, if applicable, their licensees or invitees 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.

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