

SCHEDULE "A"

TO

BY-LAWS

RULES AND REGULATIONS

FOR

OPERA TOWER CONDOMINIUM ASSOCIATION, INC.

The Rules and Regulations hereinafter enumerated as to the personal property of the Association, the Condominium Property, the individual Units, Limited Common Elements, Common Elements, and the Association in general shall be deemed in effect until amended by the Board of Directors and shall apply to and be binding upon all Unit Owners. The Unit Owners shall at all times obey said Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees, persons for whom they are responsible and persons over whom they exercise control and supervision. Violations of these Rules and Regulations may subject the violator to any and all remedies available to the Association and other Unit Owners pursuant to the terms of the Declaration, the Articles of Incorporation, the By-Laws, these Rules and Regulations and Florida law. Violations may be remedied by the Association by injunction, fines or other legal means and the Association shall be entitled to recover in said actions any and all court costs incurred by it, together with reasonable attorneys' fees in addition to any remedies or rights which the Association or any Unit Owner may have to recover damages, costs and attorneys' fees against any person violating the Rules and Regulations or the Declaration and any of the exhibits thereto. The Board of Directors may, from time to time, adopt or amend previously adopted Rules and Regulations covering the details of the operation, use, maintenance, management and control of the Condominium Property, Units, Limited Common Elements, and Common Elements and any facilities or services made available to the Unit Owners.

In an effort to promote the health, happiness and peace of mind of all Unit Owners and to maximize the enjoyment of the premises and the protection of its value, it is imperative that Unit Owners, as well as their family, guests and lessees, abide by the terms of the Declaration, By-Laws and Rules and Regulations, as presently existing and as may be adopted or amended in the future. In view of the close proximity in which Unit Owners reside and use the Condominium Property, the failure to comply with the terms of the Declaration, By-Laws and Rules and Regulations infringes on the rights of all other Unit Owners. In addition to the rights and powers given to the Board of Directors by the Declaration, Articles of Incorporation, By-Laws and Florida law, the Board of Directors is further empowered, authorized, and instructed to see that these Rules and Regulations and/or any amendments or additions to these Rules and Regulations, are reasonably and equitably enforced.

THE INITIAL RULES AND REGULATIONS ARE AS FOLLOWS:

1. **USE OF COMMON ELEMENTS:** The sidewalks, entrances, passages, lobbies, hallways, and similar portions of the Common Elements shall not be obstructed nor used for any other purpose other than for ingress and egress to and from the Condominium and Association Property. No Unit Owner, or their guest or invitee shall block the emergency exits at the Condominium. No carts, bicycles, carriages, chairs, tables or other similar objects shall be stored in the entranceways, passageways or vestibules, except in areas designated for such purposes. The Common Elements shall not be obstructed, littered, defaced, or misused in any manner. No person or persons shall be permitted to loiter or gather in any portion of the Common Elements (other than the pool, in accordance with these Rules and Regulations) where such gathering interferes with a Unit Owner's privacy or quiet enjoyment of his or her Unit. The foregoing shall not, however, be applicable to the Commercial Units. As set forth in the Declaration, the Owner(s) of the Commercial Units shall be permitted to make use of the sidewalks, entrances, passages, and other portion of Common Elements adjacent to its Unit to further the commercial uses from its Commercial Unit.

2. **RECREATIONAL AND OTHER COMMONLY USED FACILITIES:** The Recreational and Other Commonly Used Facilities are for the exclusive use of Unit Owners and their, lessees, invitees, and guests. Any damage to the Recreational and other Commonly Used Facilities or equipment caused by any Unit Owner, his guests, family, lessees, or invitees shall be repaired at the Unit Owner's expense.

3. **ALTERATIONS AND/OR STRUCTURAL MODIFICATIONS:** No Unit Owner shall make, cause to be made or allow to be made any alteration and/or structural modification to his improved Unit or to the Limited Common Elements, or Common Elements without the prior written consent of the Board of Directors. Any such alteration or modification made without the consent of the Board of Directors, in writing, is subject to removal, without notice, and at the cost of the Unit Owner who make or cause to be made, such alteration or modification, or for whose benefit the alteration or modification was made.

4. **EXTERIOR APPEARANCE:** No improvement may be constructed upon any part of the Common Elements or the exterior of the Units or its Limited Common Elements without the prior written consent of the Board of Directors. The exterior of the Units, including but not limited to balconies, shall not be screened, enclosed, painted, or otherwise modified in any manner without the prior written consent of the Board of Directors, and such consent may be withheld on purely aesthetic grounds, within the sole discretion of the Board of Directors. Unit Owners are prohibited from installing, placing, mounting, or attaching satellite dishes on the exterior of the Condominium. Notwithstanding the foregoing, one portable removable United States flags and other types of United States military flags may be displayed in a respectful way in accordance with Section 718.113(4) of the Florida Statutes. These restrictions shall not apply to the Commercial Units. 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.

5. ANTENNA AND WIRING: No radio, television, electrical, lighting or air conditioning installation or other wiring shall be made without the written consent of the Board of Directors, at the Board's sole discretion for aesthetic grounds. Any aerial, wiring, or antenna erected or installed on the balcony, or exterior walls of Units without the consent of the Board of Directors, in writing, is subject to removal, without notice, and at the cost of the Unit Owner for whose benefit the installation was made. Unit Owners are prohibited from installing, placing, mounting, or attaching satellite dishes on the exterior of the Condominium. The Commercial Units shall be exempt from this provision.

6. DAMAGED COMMON ELEMENTS: Damage to the Condominium Property or its improvements, including but not limited to the Common Elements, caused by any Unit Owner or his lessees, guests or invitees shall be the sole responsibility of such Unit Owner.

7. WINDOW, DOOR AND BALCONY TREATMENTS: Door and window coverings visible from the exterior of the Unit shall be subject to disapproval of the Board of Directors. No awning, canopy, shutter or other projection shall be attached to or placed upon the balcony or outside walls or doors of the Units without the prior written consent of the Board of Directors. No blinds, shades, screens, decorative panels, window or door coverings shall be attached to or hung or used in connection with any window or door in a Unit, if affixed to the exterior of a Unit, without the prior written consent of the Board of Directors. No clothesline or similar device shall be permitted on any portion of the Limited Common Elements, or Common Elements. The Commercial Units shall be exempt from this provision.

8. FLAMMABLE MATERIALS: No flammable, combustible or explosive fluid, chemical or substance, shall be kept in or on any Unit, Limited Common Element or Common Element.

9. HURRICANE PREPARATIONS: Each Unit Owner who plans to be absent from his Unit during the hurricane season must prepare his Unit prior to his departure by removing all furniture, plants and other objects from his balcony and taking such other actions as may be reasonably necessary to secure the Unit and the Unit Owner's Property, including but not limited to, providing the Association with the name of a responsible individual or company to contact in the event of a hurricane. Any Unit Owner failing to make hurricane preparations and/or making improper preparations shall be held responsible for any damage done to the property of other Unit Owners, and/or to the Common Elements resulting from such failure.

10. HURRICANE SHUTTERS: The Board of Directors shall, from time to time, establish hurricane shutter specifications which comply with the applicable building code, and establish permitted colors, styles and materials for hurricane shutters. The Condominium Association shall approve the installation or replacement of hurricane shutters conforming with the Board's specifications. The Board may, with the approval of a majority of voting interests in the Condominium, install hurricane shutters, and may (without requiring approval of the membership) maintain, repair or replace such approved shutters, whether on or within Common Elements, Limited Common Elements, Units or Association Property; provided, however, that if laminated glass, in accordance with all applicable building codes and standards, architecturally designed to serve as hurricane protection, is installed, the Board may not install hurricane shutters in accordance with this provision. All shutters shall remain open unless and until a storm watch or storm warning is announced by the National Weather Center or other recognized weather forecaster. 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 furnishing the Condominium Association with the name(s) of such firm or individual. Such firm or individual shall be subject to the approval of the Condominium Association.

11. DELIVERIES: The Association shall not be responsible for the theft, conversion, disappearance, loss or damage of any item received from or for a Unit Owner, even though such theft, conversion, disappearance, loss or damage may occur through the negligence or willful act of the employees of the Association, and all parties delivering items to such employees and all parties intended to be the recipient of items so delivered, hereby assume all risks of theft, conversion, disappearance, loss and damage of and to such items.

12. DEVELOPER'S EMPLOYEES, CONTRACTORS AND ASSOCIATION'S EMPLOYEES: No Unit Owner or member of his family or guest shall give orders or instructions to the Developer's or the Association's agents or employees, but rather shall express his desires to the person designated for this purpose by the Board of Directors.

13. INSURANCE RATES: 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 Common Elements.

14. PERSONAL PROPERTY: The personal property of a Unit Owner shall be stored within his Unit and in no event shall such property be stored or left within or upon other portions of the Common Elements.

15. BALCONIES: No articles except suitable furniture, plants and planters shall be placed on balconies, courtyards or similar areas. Balconies shall not be hosed down in a manner to cause water runoff. No linens, towels, or clothing shall be shaken or hung from the balconies. No mops or rugs shall be shaken from the windows or doors. No loose articles shall be left on balconies during the hurricane season. No cooking shall be permitted on any balcony. Unit owners shall not allow anything to be thrown or to fall from the balconies. No balconies (or any portion thereof) may be enclosed or screened without the prior written consent of the Board of Directors of the Association.

16. GARBAGE AND TRASH DISPOSAL/CLEANLINESS: All garbage and refuse from the Condominium shall be deposited with care in garbage receptacles intended for such purpose, at such times and in such manner as the Association shall direct. All receptacles shall be used in accordance with instructions given to the unit owner by the Association.

17. NUISANCES: No Unit Owner shall make or permit any disturbing noises any place upon the Unit, Limited Common Elements or Common Elements by himself, his family, household employees, agents, visitors or

licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Unit Owners. No Unit Owner shall play or operate any television, radio, appliance, device, musical instrument or other sound equipment, in such manner that same would disturb or annoy other Unit Owners. The owners of Commercial Units shall be exempt from this provision.

18. SOLICITATIONS: There shall be no solicitation permitted by any persons, anywhere in or about the Common Elements for any cause, charity or for any purpose whatsoever, unless specifically authorized in advance by the Board of Directors.

19. CHILDREN: Each Unit Owner shall be solely responsible for the actions and the actual cost for any damage caused by his children or his visiting children. Playing shall not be permitted in any of the hallways, stairways, elevators and lobby areas, and loud noises will not be tolerated. Unit Owners shall be responsible for and shall require their children and visiting children to comply with all rules and regulations. All children under twelve must be accompanied by an adult in the Recreational Areas.

20. GUEST OCCUPANCY: Any and all guests of Unit Owners shall be required to comply with all rules, regulations, rights and obligations created by the Declaration and its exhibits.

21. PETS: One or two domesticated dogs and/or domesticated cats, up to a total aggregate weight of fifty (50) pounds, may be kept in a Residential Unit by a Residential Unit Owner at any time. Any pet permitted hereunder shall only be allowed to remain in the Residential Unit and at the Condominium Property if such pet is (a) permitted to be so kept by applicable laws and regulations, (b) not left unattended on balconies or in lanai areas, (c) generally, not a nuisance to residents of other Units and sufficiently under control at all times; (d) not a pit bull or other breed considered to be dangerous by the Board of Directors; and provided: (a) Unit Owners shall pick up all solid wastes from their pets and dispose of the same appropriately; and (b) that neither the Board nor the Association shall be liable for any personal injury, death or property damage resulting from a violation of the foregoing and any occupant of a Unit committing such a violation shall fully indemnify and hold harmless the Board of Directors, the Developer, each Unit Owner and the Association in such regard. Any landscaping damage or other damage to the Common Elements caused by a Unit Owner's pet must be promptly repaired by the Unit Owner. The Association retains the right to effect said repairs and charge the Unit Owner therefor.

22. SIGNS: No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any Unit Owner on any part of the Unit which can be seen from the Common Elements or another Unit, or upon any portion or part of the Condominium Property without the prior written consent of the Board of Directors. The Commercial Units and the owners of Commercial Units shall be exempt from this provision.

23. EMERGENCY ENTRY: In case of any emergency originating in or threatening any Unit, regardless of whether the Unit Owner is present, the Board of Directors of the Association or any other person authorized by it, or any management firm, shall have the right to enter such Unit for the purpose of remedying or abating the cause of such emergency.

24. EXTERIOR LIGHTING: To maintain a uniform and pleasing appearance within the Condominium Property, no exterior lighting shall be permitted on balconies or anywhere else within a Unit, Limited Common Elements, or Common Elements, unless first approved, in writing, by the Board of Directors.

25. ASSOCIATION EMPLOYEES. Employees of the Association are not to be engaged by Unit Owners for personal errands which are not within the scope of the applicable employee's duties.

26. ROOF. Owners of Residential Units, their lessees, families, and guests are not permitted on the roof for any purpose whatsoever.

27. AIR CONDITIONING UNIT. No air-conditioning unit may be installed by Unit Owners or occupants without the prior written consent of the Board of Directors.

28. VIOLATIONS. Prompt and sufficient notice shall be deemed to have been given to any Unit Owner alleged to be in violation of any rule or regulation by a letter deposited in the United States Mail, addressed to the Unit Owner at his post office address as it appears on the records of the Association, the postage thereon prepaid. The party alleged to have committed a violation of the Declaration, By-Laws, or Rules and Regulations shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include (1) A statement of the date, time and place of the hearing; (2) A statement of the provisions of the Declaration, Association By-laws, or Association Rules and Regulations which have allegedly been violated; and (3) A short and plain statement of the matters asserted by the Association. The party alleged to have committed such violation 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 Association.

Upon a determination by the Board of Directors that a violation has occurred, the Board of Directors shall notify the Unit Owner, in writing, of the alleged violation or violations for which said Unit Owner is responsible and the amount of any fine due in connection therewith.

The Association may levy reasonable fines against a Unit Owner, or its occupant, licensee, or invitee, for his/her failure to comply with any provision of the Declaration, the By-Laws, or the Rules and Regulations, after a hearing, as set forth hereinabove. No fine levied by the Association shall become a lien against a Unit. No fine may exceed \$100.00 per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed \$1,000.00. Unpaid fines, pursuant to

these Rules and Regulations, shall not constitute a lien on said Unit Owner's Unit or Units. The Board of Directors may bring suit to recover a money judgment for any fines required to be paid to the Association.

Based on mitigating facts and circumstances, the Board of Directors shall have the authority to totally excuse or reduce the amount of the fine established for a violation. The Unit Owner shall be responsible at all times for his family and guests, as well as for his lessees and sub-lessees and their family and guests. Lack of knowledge of the terms of the Declaration, By-Laws and Rules and Regulations shall not constitute a mitigating circumstance hereunder.

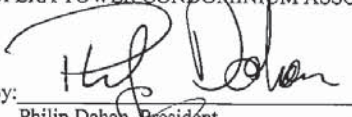
Within seven (7) days after notification that a fine is due, the Unit Owner shall either pay to the Association the fine due under the alleged violation or submit to the Association, in writing a statement alleging any mitigating circumstances that he/she may wish the Board of Directors to consider. The Board of Directors shall review all relevant and mitigating facts and circumstances contained in said statements and, based on the foregoing, reevaluate its former fine against said Unit Owner. If the Board of Directors redetermines that its original determination was correct and the fine warranted, the Board of Directors shall notify the Unit Owner of its decision and the fine due thereunder. Within seven (7) days of said notification, the Unit Owner shall submit to the Association full payment of said fine. In the event the Unit Owner still contests the imposition of a fine or if the Unit Owner fails to pay as demanded, either the Unit Owner or the Association, as the case may be, may file an action for damages or for injunctive relief, or both, against the Unit Owner, the Association, Directors designated by the Developer if prior to turnover of control, or any tenant leasing a Unit or any other invitee occupying a Unit, and the prevailing party in any such action shall be entitled to recovery of his/her reasonable attorney's fees. This relief does not exclude other remedies provided by law.

29. 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 permitted or is not permitted. 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. 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 opinion of the Board of Directors.

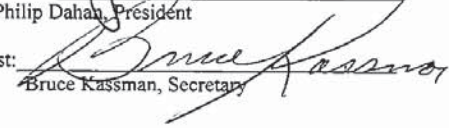
30. These Rules and Regulations may be modified or supplemented by the Board of Directors.

OPERA TOWER CONDOMINIUM ASSOCIATION, INC.:

By:


Philip Dahah, President

Attest:


Bruce Kassman, Secretary

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EXHIBIT "E"

TO

THE DECLARATION OF CONDOMINIUM OF

OPERA TOWER, A CONDOMINIUM

ARTICLES OF INCORPORATION OF
OPERA TOWER
CONDOMINIUM ASSOCIATION, INC.