

**SCHEDULE "A"**  
**TO**  
**BY-LAWS**  
  
**RULES AND REGULATIONS**  
**FOR**  
**PLAZA TOWER, A CONDOMINIUM**

1. Occupancy and Use Restrictions. Except as otherwise herein expressly provided, each Unit shall be used for residential purposes only. No business, profession or trade of any type shall be conducted on any portion of the Units. This prohibition shall not be applicable to the Developer with respect to its development of the Condominium, its construction, repair, decorating, administration, sale rental or lease of Units, or its use of Units as models, V.I.P. or guest suites, or for sales offices or management services. Nothing herein shall be construed to prohibit ownership of a Unit by a corporation, domestic or foreign, provided that the residential nature of the Units is not disturbed.

Occupancy in Units, except for temporary occupancy by visiting guests, shall not exceed two (2) persons per bedroom and one (1) person per den (as defined by the Condominium Association for the purpose of excluding from such definition living rooms, dining rooms, family rooms, country kitchens and the like). The provisions of this Rule shall not be applicable to Units used by the Developer for model units, VIP suites, sales offices or management or other services.

Unless otherwise determined by the Board of Directors, and except as otherwise provided in Rule 2, a person(s) occupying a Unit for more than one (1) month without the Unit Owner or a member of his family being present shall not be deemed a guest but, rather, shall be deemed a lessee for purposes of these Rules and Regulations (regardless of whether a lease exists or rent is paid) and shall be subject to the provisions of these Rules and Regulations which apply to lessees. The purpose of this paragraph is to prohibit the circumvention of the provisions and intent of these Rules and Regulations and the Board of Directors shall enforce, and the Unit Owners comply with, same with due regard for such purpose.

2. Leases. Leasing of Units shall be subject to the prior written approval of the Condominium Association. Every lease of a Unit shall specifically require a deposit from the prospective tenant in an amount not to exceed one (1) month's rent ("Deposit"), to be held in an escrow account maintained by the Condominium Association; provided, however, that the Deposit shall not be required for any Unit which is rented or leased directly by or to the Developer. No lease shall be for a term of less than thirty (30) days. Every lease shall provide (or, if it does not, shall be automatically deemed to provide) that: (i) a material condition of the lease shall be the tenant's full compliance with the covenants, terms, conditions and restrictions of the Declaration of Condominium (and all Exhibits thereto), the Master Covenants, and with any and all Rules and Regulations adopted by the Condominium Association from time to time (before or after the execution of the lease); and (ii) that a tenant may not, under any circumstances, sublet the Unit (or any portion thereof) to any other person or permit occupancy by any other person. Additionally, copies of all written leases shall be submitted to the Condominium Association and tenants must register with the Associations prior to moving in. The Unit Owner will be jointly and severally liable with the tenant to the Associations for any amount which is required by the Condominium Association or by the Master Association, as applicable, to repair any damage to the Common Elements or to the Common Areas from the acts or omissions of tenants (as determined in the sole

exceed sixty (60) pounds at maturity if an exemption for that pet was granted by the Developer in an Addendum to the Agreement for the applicable Unit. Notwithstanding anything herein to the contrary, neither tenants nor guests of Unit Owners are permitted to maintain any type of pets in the Condominium.

5. Use of Common Elements and Association Property. No portion of the Units, the Common Elements, Limited Common Elements or the Condominium shall be used for any purpose other than those reasonably suited for furnishing the services and facilities incident to the use and occupancy of the Units. The entranceways, passages, vestibules, elevators, lobbies, halls and similar portions of the Common Elements shall be used only for ingress and egress to and from the Condominium. No carts, bicycles, carriages, chairs, tables or other similar objects shall be stored in them. Each Unit Owner's personal property must be stored within his Unit or within the storage lockers, if any, assigned to his Unit. The Common Elements shall not be obstructed, littered, defaced, or misused in any manner. Food and beverages may not be consumed on the Common Elements, except as specifically permitted by the Board of Directors. In no event shall any Unit Owner or occupant place, or permit the placement of, any item which obstructs, or otherwise impedes access to, any portions of the Condominium which are either designated or used as delivery and receiving areas.

6. Nuisances. No portion of the Units, Limited Common Elements or Common Elements shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious or unsightly to the eye; nor shall any substance, thing, or material be kept on any portion of the Units or the Limited Common Elements appurtenant thereto that will emit foul or obnoxious odors or cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding properties. No obnoxious or offensive activity shall be carried on in any Units, Common Elements, Limited Common Elements or other portions of the Condominium, nor shall anything be done therein which may be or become an unreasonable annoyance or nuisance to any Owner. The Board of Directors shall have the right to determine if any equipment, fixture, improvement, materials or activity producing such noise or odor constitutes a nuisance. In particular, during the hours from 11:00 p.m. through 8:00 a.m. no Unit Owner shall play (or permit to be played in its Unit or on the Limited Common Elements or Common Elements) any musical instrument, phonograph, television, radio or the like in a way that unreasonably disturbs or annoys other Unit Owners or occupants. Additionally, there shall not be maintained any plants, animals, devices or things of any sort whose activities or existence is in any way noxious, dangerous, unsightly, unpleasant, or of a nature that may diminish or destroy the enjoyment of the Units, or any other portions of the Condominium. No outside burning of wood, leaves, trash, garbage, or household refuse shall be permitted within the Condominium. No activity specifically permitted by these Rules shall be deemed a nuisance.

7. Outside Items. No rubbish, garbage, refuse or trash shall be kept, stored or allowed to accumulate on any portion of the Condominium, except within designated trash receptacles. No linens, clothing, household fabrics, curtains, rugs, or laundry of any kind shall be hung, dried or aired from any windows, doors, balconies, terraces or other portions of the Condominium. No equipment, materials or other items shall be placed on balconies, patios or similar areas. The foregoing shall not prevent placing and using patio-type furniture, planters and other items in such areas if the same are normally and customarily used for a residential balcony or terrace area. In the event of any doubt or dispute as to whether a particular item is permitted hereunder, the decision of the Board of Directors shall be final and dispositive.

the Association. No painting or changes in the exterior colors of any Units or the Limited Common Elements appurtenant thereto shall be permitted.

12. Signs. No sign, poster, display, billboard or other advertising device of any kind including, without limitation, "FOR SALE", "FOR RENT", security service or construction signs shall be displayed to the public view on any portion of the Unit, Limited Common Elements or Common Elements, without the prior written consent of the Master Association and the Association, except (a) signs, regardless of size, used by the Developer, Property Owner, their successors or assigns or a party developing or marketing any portion of the Condominium or Properties, including signs used for construction or repairs, advertising, marketing, sales or leasing activities, (b) signs installed as part of the initial construction of the Units or other Improvements and replacements of such signs (similar or otherwise) and (c) bulletin boards, entrance, directional, informational and similar signs used by the Association.

13. Outside Installations. No radio station or short-wave operations of any kind shall operate from any Unit, Limited Common Elements or Common Elements. Except to the extent permitted under Applicable Laws, no exterior satellite dish, or other transmitting or receiving apparatus, radio antenna, television antenna or other antenna of any type shall be erected or maintained on the Common Elements, Limited Common Elements, or Units, without the prior written consent of the Association. Notwithstanding the foregoing, upon obtaining the prior written consent of the Association, satellite dishes, and other devices permitted under Applicable Law, may be installed within the Units or within any Limited Common Elements appurtenant thereto; provided, however, that in no event shall any such device be installed in or on any other portion of the Condominium Property. To the extent permissible under Applicable Law, the Association may enact Rules and Regulations, requiring that any such devices which may be permitted under Applicable Law are comparable in size, weight and appearance, are installed and maintained in a manner designed to protect the safety of the Building and its occupants and satisfy any standards established by the Association for architectural appearance purposes.

14. No Improper Uses. No improper, offensive, hazardous or unlawful use shall be made of the Condominium or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover, relating to any portion of the Condominium, shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Condominium, as elsewhere herein set forth. Notwithstanding the foregoing and any provisions of the Declaration, the Articles of Incorporation or the By-Laws, the Association shall not be liable to any person(s) for its failure to enforce the provisions of this Rule. No activity specifically permitted by the Declaration shall be deemed to be a violation of this Rule.

15. Lighting. All exterior lights and exterior electrical outlets must be approved in accordance with Section 9 of the Declaration.

16. Exterior Sculpture and Similar Items. Exterior sculpture, flags, and similar items must be approved in accordance with Section 9 of the Declaration of Condominium. Notwithstanding the foregoing, any Unit Owner may respectfully display one (1) portable, removable American flag, and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, any Unit Owner may respectfully display portable, removable official flags, not larger than four and one-half feet by six feet (4'6" x 6') that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.

Unit. While the foregoing is intended to minimize the potential development of mold and other microtoxins, the Developer does not make any representations or warranties regarding the existence or development of molds or microtoxins and each Owner shall be deemed to waive and expressly release any such warranty and claim for loss or damages resulting from the existence and/or development of same.

23. Play Equipment, Strollers, Etc. Bicycles, tricycles, scooters, skateboards, and other play equipment, baby strollers and similar items shall not at any time be left in the hallways or other Common Elements of the Condominium or in the Limited Common Elements (including balconies, terraces and patios).

24. Insurance Rates. Nothing shall be done or kept in the Common Elements, Limited Common Elements or Units which will increase the rate of insurance on any property insured by the Association or the Master Association without the approval of the Board or the Board of the Master Association, as the case may be, nor shall anything be done or kept in the Units, or on the Limited Common Elements or Common Elements, which would result in the cancellation of insurance on any property insured by the Association or which would be in violation of any law.

25. Association Access to Units. In order to facilitate access to Units by the Association, it shall be the responsibility of all Unit Owners to deliver a set of keys to their Unit to the Association to use in the performance of its functions. No Owner shall change the locks to its Unit without so notifying the Association and delivering to the Association a new set of keys to such Unit.

26. Employees of Unit Owners. Domestic employees of Unit Owners are required to enter the Building only through designated entranceways, may only use the service elevator and may not use the recreational amenities.

27. Use of Employees. Employees of the Association are not to be engaged by Unit Owners during such employees' normal working hours, for personal errands which are not within the scope of the applicable employee's duties. The Board of Directors, through a management company engaged by the Association, if any, shall be solely responsible for directing and supervising the Association's employees.

28. Documents. Each Owner shall be obligated to deliver the documents received from the Developer, or from any prior Owner, containing the Declaration of Condominium and any other declarations and documents, and any modifications thereto, to any purchaser or grantee of their Unit. Notwithstanding the foregoing, in the event of loss or damage to the documents they may be obtained from the Association upon payment of the actual cost for preparing and furnishing the documents to any Owner requesting them.

29. Liability for Damage. Unit owners are liable for any damage caused by them, their family members, tenants or guests to the Common Elements.

30. Liability for Repairs. A Unit Owner shall be jointly and severally liable with his tenant for any amount which is required to affect repairs or replacements to the Common Elements caused by the tenant. All leases of Units shall be automatically deemed to include a covenant on the part of the tenant to comply with, and be fully bound by, the provisions of the Declaration and these Rules and Regulations. This Rule shall also apply to subleases of Units and assignments of leases.

31. Rules and Regulations. 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



Rule 4. All of these rules and regulations shall apply, however, to all other Owners and occupants even if not specifically so stated in portions hereof. In enforcing its rights hereunder, the Developer shall also be entitled to bring an action and recover sums due for damages, injunctive relief, or any combination thereof, and the Developer shall be entitled to recover all legal fees and expenses incurred in connection with any such action.