

SCHEDULE A

LAKE BREEZE CONDOMINIUM HOUSE RULES

General Rules and Regulations

The following rules and regulations have been approved and enacted by the Board of Managers of the Lake Breeze Condominium so that the residents of this community can enjoy their homes and the lifestyle which a condominium affords.

Unit Owners shall be responsible for any violations of these Rules and Regulations by individuals leasing/renting/using/visiting the unit or common areas.

Any violation of these rules and regulations should be reported directly to the Management Company.

1. Obstructing or Encumbering Common Areas

- A. The sidewalks, entrances, driveways, hallways and any other common element of the condominium must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises.
- B. No bicycles, strollers, sleds, grills or other obstructing objects shall be allowed to stand on the sidewalks, entrances, driveways, hallways or other common areas of the condominium.
- C. Vehicles shall not be unattended in front of the main door. This area is for loading and unloading.

2. Noise and Disturbances

No Unit Owner shall make or permit any disturbing noises in the condominium Unit by family, employees, agents, visitors, or lessees. No Unit Owner shall play or permit to be played upon, any musical instrument or operate or permit to be operated any sound producing systems (e.g. TV, stereo, radio, etc.), in any unit or common area, from 11 p.m. to 7 a.m., if the same shall disturb or annoy other occupants of the building.

3. Pets

- A. Dogs are prohibited from the Lake Breeze Condominium and its common areas with the exception of units #1 and #12, as approved by the Board on 4/14/88. New occupants or transferees of those units will not be entitled to have dogs therein.
- B. Other pets will be permitted on the premises only with written approval from the Board of Managers.
- C. Pets are not to disturb other residents, and are not allowed in common areas.

4. Trash, Garbage and Recyclables

- A. Trash gondolas are in place at the northwest and northeast corners of the property. Trash should be carefully placed inside the dumpster to keep the areas around it clean. Recyclables should be placed in the appropriate recycling bin.
- B. Do not place trash on the ground area next to the dumpster. If the dumpster is full, please deposit trash in another dumpster, or wait for the next day. The disposal company will not remove trash left beside the gondolas.
- C. Trash will not be left anywhere in the common areas. Should a homeowner leave trash or refuse in a common area, it will be removed by the management company, and the cost of this removal will be assessed against the homeowner.

5. Gardening and Landscaping

- A. Residents are encouraged to plant flowers in flowerbeds, however, planting of vegetables in flowerbeds is not permitted.
- B. Other plantings may be made with prior written approval from the Board of Managers.

6. Building Appearance and Structure

- A. Nothing shall be done in any unit or to the common areas which shall impair the structural integrity of the building or which would structurally or architecturally alter any of the building except upon the prior written consent of the Board of Managers.
- B. Nothing shall be installed or constructed on the roof or outside walls without the prior written consent of the Board of Managers.
- C. No awnings or other projections shall be attached to the exterior of the building or any of the common areas without prior consent of the Board of Managers.

- D. No garbage cans, supplies or other articles shall be placed in the common areas.
- E. Nothing may be hung from the windows or placed on the outside windowsills. Neither shall any linens, cloths, clothing, curtains, rugs or mops be shaken or hung from any of the windows or doors.

7. Air-Conditioners

- A. Air-conditioning and heat pump line sets are built into each unit for installation of either heat pumps or air-conditioners. These line sets are the responsibility of individual Unit Owners.
- B. Many units have heat pumps or roof-mounted air-conditioners. This is the only authorized type of air-conditioning unit. No window or wall-mounted air-conditioners may be installed in a unit.

8. Fireplaces

No fireplaces are allowed on the first floor, other than in unit #17, which had a fireplace prior to this regulation. Fireplaces are allowed on the second floor only with the prior written consent of the Board of Managers. The Board will stipulate on a case-by-case basis the assurances required regarding the safety of the unit.

9. Cable Television

Cable television outlets have been installed in all of the units. The Unit Owner is responsible for hook-up, maintenance, repair and cable TV charges if he chooses to subscribe to this type of service. The Condominium has no responsibility for the cable TV hook-up, disconnecting, wiring or maintenance/repair in any unit.

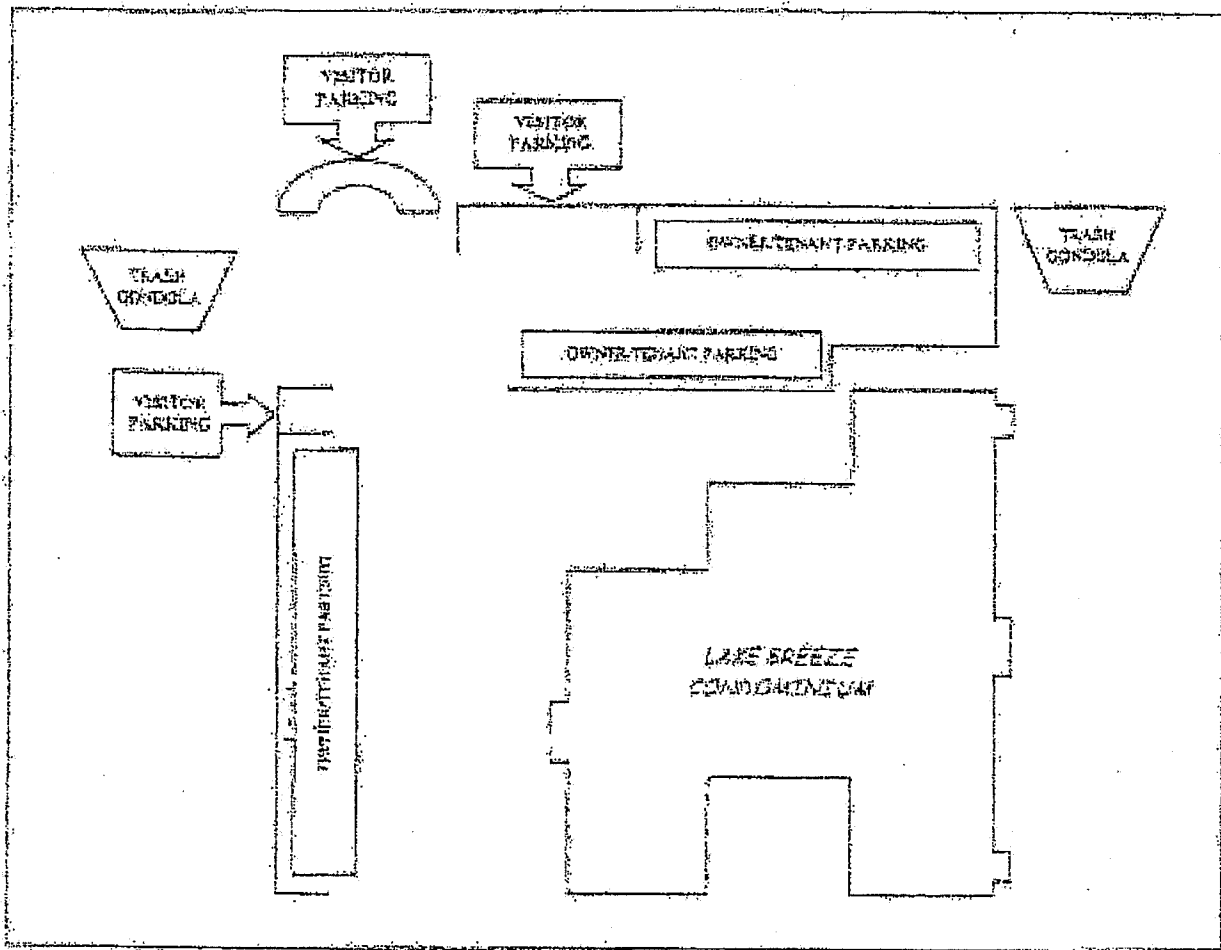
10. Recreation Room

- A. Only Unit Owners or their tenants may reserve the basement recreation room.
- B. The room must be reserved at least one week in advance through the Board President. Please use the reservation calendar posted on the bulletin board near the main entranceway to verify an opening.
- C. The reservationist will collect a \$25 per day usage fee (\$10 for cleaning supplies and \$15 for deposit per day).
- D. Please instruct guests to use the doorbell to gain access and to park in visitor parking spaces. For the security of your guests and other residents, do not prop open the outside door.

- E. As the owner/tenant, you are responsible for your guests. Children under 16 years of age require adult supervision in the recreation room at all times.

11. Parking

- A. There are two parking spaces assigned to each of the thirty-three units at Lake Breeze Condominium. Each unit's parking spaces are marked with the unit number. The remaining seventeen spaces are for visitors and are clearly labeled as such (see diagram below). Visitors parking spaces are not for the regular use of owner or tenant's vehicles.
- B. Owners and residents must not park in another unit's assigned parking spaces without the owner's permission. Your guests must park in either your parking spaces or in the designated visitor's parking area.
- C. Parking of oversized vehicles, commercial vehicles, trailers, mobile home or boats is strictly prohibited without written consent from the Board of Managers.
- D. All vehicles in the parking lot must have current license and registration and must be operable at all times. Long-term storage of any vehicle is prohibited.
- E. The Board of Managers has assigned parking spaces and the Board must approve any request for a change in writing. If a change is desired, it is the responsibility of the Unit Owner to obtain the written approval of each affected owner.



12. Vehicle Maintenance

- A. Maintenance of a vehicle, which takes longer than 24 continuous hours or disturbs other residents, is strictly prohibited.
- B. Unit Owners are responsible for the costs of any cleanup or repair to parking areas or driveways needed due to damage (such as damage due to dripping or leaking fluids), caused by any vehicle operated by themselves, their family, guests or tenants.
- C. All vehicles must be properly muffled in compliance with state and local ordinances.

13. Vehicle Operating Restrictions

- A. No unlicensed operator shall operate a motor vehicle on common areas at any time.
- B. Unlicensed motor vehicles (except authorized maintenance vehicles) are not to be operated anywhere in the common areas (including roads) at any time.

- C. Speeding and careless driving on the property will not be tolerated.
- D. Motor vehicles may only be operated in the parking lot and roadway. Except for authorized maintenance vehicles, no motor vehicles may go onto sidewalks, lawns, etc. Individual Unit Owners may not authorize delivery trucks, moving vans, etc. to drive on the sidewalks, lawns, etc.
- E. No snowmobiles, all-terrain vehicle or other recreational vehicle deemed a nuisance by the Board shall be operated on any portion of condominium property at any time.

14. Maintenance

- A. Unit Owners are financially responsible for any damages to common areas caused by themselves, their family, guests or tenants.
- B. If you experience a problem on the exterior of your unit (with the exception of doors, windows, screens and hardware), or any maintenance problem in common areas of the condominium or property, please call or write the Management Company promptly. Unit Owners are responsible for maintenance within their units.
- C. If a repair or maintenance need, which impacts on the common areas or any other unit, originates within a unit, the Unit Owner is responsible for the maintenance or repair. Written notice will be furnished to the Unit Owner by the Management Company (verbal notice in an emergency). If the Unit Owner fails to make the repair or do the maintenance within 10 days (or promptly in an emergency), the Board will be obligated to contract for the repair or maintenance. All costs incurred will be charged to the Unit Owner.

15. Compliance

- A. Each Unit Owner shall be governed by and shall comply with the terms of the Condominium Documents, including the Rules and Regulations, as amended from time to time. Failure to comply with any of the terms listed shall be grounds for relief which may include, without intending to limit the same, fines, legal action to recover sums due for damages, injunctive relief, foreclosure of lien, or any combination thereof. Such relief may be sought by the aggrieved Unit Owner by following the procedures outlined in the attached Principles of Operation of the Grievance Committee.
- B. After written notice to a Unit Owner in violation of any of these rules and regulations, an additional assessment may be made against the offending Unit in the amount of up to \$100.00 for the first offense, up to \$300.00 for the second

offense, and up to \$500.00 for the third offense. This additional assessment shall be added to the regular monthly assessment for the Unit. If the additional assessment remains unpaid for more than ten days, the Board may, at its option, commence suit to recover the additional assessment or file a lien against the unit for the same. Payments of regular monthly assessments shall first be applied to collection expenses, such additional assessments and then to the regular monthly assessments. In the event that any legal action is commenced to recover such additional assessments, the Unit Owner shall be responsible for all costs incurred by the Board, including attorney's fees.

BFLD Doc. # 1593967.1

Grievance Committee Principles of Operation

- The Grievance Committee provides a process for Unit Owners who have a complaint against another Unit Owner to initiate LBA Board action that may result in fines being imposed. It assumes the Unit Owner with the complaint, has already exhausted non-confrontational contact, and tried other reasonable means to resolve the issue with no success.
- The Grievance Committees meets with the complainant and the alleged violator and prepares a recommendation for final Board action.
- Experience has shown that not all complaints are justified – both sides of the story must be heard before the Board levies a fine.
- The complaint must be based on a violation defined in LBA Declaration, Bylaws, or House Rules.
- Meetings with complainants and accused will occur before fines are levied.
- Three meetings may be required – a minimum of two.
 - Meetings will all be held on Tuesdays at 6:30 in the basement meeting room.
 - Kenrick will notify the committee chair that a new complaint has been received and schedule the meeting with the complainant on the first available Tuesday. If the complainant will not attend the meeting, the complaint will not be acted upon by the committee or the board. Kenrick will notify all committee members of the meeting date.
 - The committee will assume that Kenrick has scheduled a meeting with the accused for the following week unless informed otherwise. If the accused refuses to attend the meeting, the committee will still meet to determine a fine to be imposed.
 - Kenrick will inform both parties that a 3rd meeting may be required.
 - The first meeting will be with the complainants.
 - The purpose of the meeting is to obtain a documented statement of facts and reference to the Declaratory By Law, or House Rule (3) that is being violated.
Will require a written summary of all facts leading to the complaint by the complainant – may be updated during the meeting.
At least 4 copies are required – one for each committee member.
The complainant will be asked if he/she is willing to attend the 3rd meeting (that may or may not be scheduled – see below – that the accused will also attend).
 - The second meeting will be with the accused.
 - The purpose of the meeting is to give the accused a chance to respond to the complaint and secondly for the committee to determine required action to be taken.
 - The accused will be give a copy of the summary of the facts developed in the first meeting prior to the second meeting.

- After hearing from the accused the committee will decide whether a fine will be levied and, if so, the amount of the fine. Kenrick will be informed to send the required letter for the fine and perform necessary follow-up. If no fine is to be imposed, the committee will decide the best way to handle the feedback required to the complainant. The 3rd meeting could be used for this purpose or the complainant could be informed by letter or other means.
- The committee will provide the accused the option of attending a 3rd meeting where the complainant is present to mediate a permanent solution in order to avoid future fines.
- Committee members must remain unbiased and non-judgmental in all meetings with unit owners.
- The committee will consist of non-board members and one member of the board who will only vote in tie-breaker situations.

BFLO Doc. # 1593967.1

PET RULES

A survey conducted in September 2005 by the Board of Managers showed that a clear majority of Unit Owners do not object to visiting dogs. A committee of volunteers was formed to develop a set of rules for visiting dogs. As a result, the Lake Breeze Condominium House Rule #3 relating to pets is amended to read as follows:

3. Pets

- A. Resident dogs are prohibited from the Lake Breeze Condominium and its common areas with the exception that the current owner-occupants of Units #1 and #12 are allowed to keep a dog as per the approval of the Board granted April 14, 1988. New occupants or transferees of Units #1 and #12 will not be entitled to keep a dog.

Visiting dogs are allowed subject to the following:

- 1 Dogs that evidence an aggressive behavior are prohibited.
 - 2 Dogs shall be kept leashed and under control of a responsible person whenever they are outside of the Unit and shall not be allowed to run free or be unleashed at any time in either the interior or exterior common areas.
 - 3 Persons walking the visiting dog must immediately pick up after the dog and dispose of droppings appropriately.
 - 4 The length of stay of a visiting dog shall be limited to two weeks. Stays of more than two weeks are permitted only with the prior written approval of the Board. Visiting dogs must be registered for overnight or longer stays. Registration cards will be available in the main entryway by the door and should be placed in the suggestion box on the wall.
 - 5 The Board can require the immediate removal of a dog that exhibits an aggressive behavior or causes a nuisance. A failure to comply with the Boards' request is a violation of this visiting dog policy.
 - 6 Each instance of violation of any of these rules may subject the Unit Owner to a fine of \$50 and a fine of \$50/day may be assessed by the Board for each day the violation continues. Unpaid fines shall be added to the common charges for the Unit.
 - 7 The Unit Owner (whether or not the occupant of the Unit) agrees to be responsible for any damage to person or property caused by the visiting dog and shall be responsible to indemnify, defend and hold harmless the Association, its Board of Managers and other Unit Owners against loss, damages, claims or liability of any kind arising from or growing out of any act of a dog hosted by the Unit.
- B. Cats are permitted if they are confined to the owner's unit, and not allowed to traverse common areas. Other pets will be permitted in an owner's unit, only with the permission of the Board. These are also prohibited from being in common areas.
- C. Disturbance from pets of any kind is subject to action from the Board of Managers.

Approved 8/22/2006

LAKE BREEZE CONDOMINIUM VISITING DOG REQUEST FORM

UNIT NUMBER _____

UNIT OWNER'S NAME _____

UNIT OWNERS PHONE NUMBER _____

ALTERNATE PHONE NUMBER _____

TYPE OF DOG – BREED _____

SIZE AND WEIGHT OF DOG _____

DATE OF LAST RABIES SHOT _____

HAS THIS DOG EVER BITTEN SOMEONE BEFORE, IF YES, PLEASE EXPLAIN _____

START DATE OF VISIT _____

END DATE OF VISIT _____

IF THE BOARD APPROVES THIS REQUEST, I UNDERSTAND THAT THEY CAN REVOKE THAT APPROVAL AT ANY TIME IF THE DOG BECOMES A NUSIANCE OR THREAT TO ANY HOWMEOWNER OR CONDOMINIUM VISITOR AND I WILL BE REQUIRED TO REMOVE THE DOG FROM THE PREMISES IMMEDIATELY. I ALSO UNDERSTAND THAT I AM RESPONSIBLE FOR ANY DAMAGE THAT THE VISITNG DOG CAUSES. I HAVE READ AND ACKNOWLEDGE THE LAKEBREEZE CONDOMINIUM RULES ABOUT VISITNG DOGS.

HOMEOWNER'S SIGNATURE

DATE OF SIGNATIURE