

SCHEDULE A TO BY-LAWS

RULES AND REGULATIONS

FOR

TWENTY-ONE RIVERSIDE DRIVE CONDOMINIUM ASSOCIATION, INC.

The following Rules and Regulations supplement those contained in the Declaration of Condominium of TWENTY-ONE RIVERSIDE DRIVE CONDOMINIUM ASSOCIATION, INC. They are applicable to all occupants of Units as well as to Unit Owners.

1. The entranceways, passages, vestibules, lobbies, halls and similar portions of the Common Elements shall be used only for ingress and egress to and from the Condominium Property. No personal property shall be stored in them.
2. Each Unit Owner's personal property must be stored within his Unit or within storage lockers or spaces, if any, designated for his use or appurtenant to his Unit as a Limited Common Element.
3. The Common Elements shall not be obstructed, littered, defaced, or misused in any manner.
4. No articles shall be placed in the hallways.
5. No articles except suitable furniture, plants and planters shall be placed on balconies, terraces or similar areas.
6. Neither rugs, laundry nor any other articles shall be shaken or hung from windows, doors, balconies, terraces or exterior walls; provided, however, nothing contained herein to the contrary shall be deemed to prohibit a Unit owner from respectfully displaying one portable, removable United States flag..
7. Garbage and other refuse shall be placed only in designated areas.
8. Employees of the Association are not to be engaged by Unit Owners for personal errands. The Board of Directors shall be solely responsible for directing and supervising the Association's employees.
9. No Unit Owner shall make disturbing noises in the Building or permit his family, servants, employees, agents, visitors, or licensees to do so. In particular, no Unit Owner shall play (or permit to be played in his Unit or the Common Elements appurtenant to it) any musical instrument, phonograph, television, radio or the like in a way that unreasonably disturbs or annoys other Unit Owners or Occupants.
10. No radio or television installation or other electronic equipment shall be permitted in any Unit if it interferes with the television or radio reception of another Unit.
11. With the exception of signs used or approved by the Developer, no signs, advertisements, notices or lettering may be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Common Elements or any part of a Unit so as to be visible outside the Unit. Additionally, other than those originally installed by the Developer, no awning, canopy, shutter, air-conditioning unit or other projection shall be attached to, hung, displayed or placed upon the outside walls, doors, balconies, windows, roof or other portions of the Building or on the Common Elements.
12. No flammable, combustible or explosive fluids, chemicals or other substances may be kept in any Unit or on the Common Elements, except such as are normally used in small



barbecues or for normal household purposes. In addition, gas or electric grills are permitted on patios or balconies, but charcoal grills are prohibited.

13. A Unit Owner who plans to be absent must prepare his Unit prior to his departure by designating a responsible firm or individual to care for his Unit should the Unit suffer damage and by furnishing the Association with the name(s) of that firm or individual.

14. No glass beverage containers may be permitted on the Common Elements.

15. No exterior antennae 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 and security systems, as well as temporary communications systems.

16. Children shall be the direct responsibility of their parents or legal guardians, who must supervise them while they are within the Condominium Property. Full compliance with these Rules and Regulations and all other rules and regulations of the Association shall be required of children. Playing shall not be permitted in any of the lobbies, hallways, stairways, elevators and lobby areas, and loud noises will not be tolerated.

17. Dogs and household cats are not permitted on any part of the Common Elements (except a balcony or terrace appurtenant to the Unit of the animal's owner) except when they are leashed and being walked or transported directly off the Condominium Property or directly to their owner's Unit. Dogs and household cats must weigh less than thirty (30) pounds.

18. All enclosed parking spaces shall be kept in a neat and orderly fashion. Nothing shall be stored in the enclosed parking space except that items may be stored in a storage closet which is approved by the Board of Directors.

19. No solicitation of any kind shall be permitted on the Condominium Property.

20. Every Unit 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 be adopted, and the provisions of the Declaration and the By-Laws of the Association (all as amended from time to time), to the extent applicable. Failure of an Owner or occupant to comply shall be grounds for legal actions which may include, without limitation, an action to recover sums due for damages an action for injunctive relief, and any combination of such actions.

In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine not exceeding \$100.00 per violation may be levied. Fines may be levied on the basis of each day of a continuing violation with a single notice and opportunity for hearing, provided no such fine shall exceed \$1,000.00 in the aggregate. Fines may be levied against an Owner, occupant, family, guest, invitee, lessee or employee for failure of an Owner, his family, guests, invitees, lessees or employees, to comply with any rule of the Association or with any provision of the Declaration or the By-Laws of the Association, provided the following procedures are adhered to:

(a) Notice. The Association shall notify the Owner or occupant of the infraction or infractions. Included in the notice shall be a date, time and location of the next meeting of the Infractions Committee.

(b) Hearing. The non-compliance shall be presented to a committee of the unit owners (the "Committee"), at which time the Owner or Occupant shall present reasons why the fine should not be levied. The Owner or Occupant may be represented by counsel and may cross-examine witnesses. A written decision of the Committee shall be submitted to the Owner or Occupant by not later than twenty-one (21) days after their



meeting. If the Committee does not agree with the fine, then the fine may not be levied. If the Committee agrees with the fine, or changes the amount of the fine, then the Unit Owner shall pay the fine within thirty (30) days after written decision of the Committee mailed to the Unit Owner.

(c) Members of Infractions Committee. The Infractions Committee shall consist of three (3) Unit Owners, who are not on the Board of Directors. The Board of Directors may select the members of the Infractions Committee.

(d) Application of Fines. All monies received from fines shall be allocated as directed by the Board of Directors.

(e) Non-exclusive Remedy. These fines shall be construed to be non-exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any fine 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.

21. Except for rules, regulations and requirements regarding (a) leases or lessees which must be approved by the Association (b) the presence of pets or (c) parking restrictions, these rules and regulations shall not apply to the Developer, to the Developer's agents, employees or contractors or to Units owned by the Developer until they are conveyed. They shall apply, however, to all other Owners and occupants of Units.

EXHIBIT D

The undivided percentage interest in the Common Elements and Common Surplus, and the percentage share of the Common Expenses, appurtenant to each Unit shall be as follow:

<u>Unit</u>	<u>Percentage Interest</u>
Unit 3-A	.062542
Unit 3-B	.062542
Unit 4-A	.062657
Unit 4-B	.062657
Unit 5-A	.062542
Unit 5-B	.062542
Unit 6-A	.062657
Unit 6-B	.062657
Unit 7-A	.062542
Unit 7-B	.062542
Unit 8-A	.062657
Unit 8-B	.062657
Unit 9-A	.062542
Unit 9-B	.062542
Penthouse	<u>.123722</u>
Total	100%



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EXHIBIT E

The initial monthly Assessment for payment of Common Expenses for each Unit, based undivided percentage interest in the Common Elements appurtenant to each Unit shall be as follows:

<u>Unit</u>	<u>Monthly Assessment</u>
Unit 3-A	\$345.86
Unit 3-B	\$345.86
Unit 4-A	\$346.49
Unit 4-B	\$346.49
Unit 5-A	\$345.86
Unit 5-B	\$345.86
Unit 6-A	\$346.49
Unit 6-B	\$346.49
Unit 7-A	\$345.86
Unit 7-B	\$345.86
Unit 8-A	\$346.49
Unit 8-B	\$346.49
Unit 9-A	\$345.86
Unit 9-B	\$345.86
Penthouse	\$684.18



CFN 2004399846

OR Book/Page: 5399 / 0361

The Developer guarantees that a Unit Owner's monthly assessments shall not exceed those amounts set forth above until after December 31, 2003. The Developer shall be excused from the payment of the share of the Common Expenses and Assessments relating to Units it is offering for sale, for a period beginning with the recording of this Declaration and ending December 31, 2003. The Developer has the option to extend the guarantee for up to two (2) additional one-year periods, through December 31, 2005. However, the Developer must pay the portion of Common Expenses incurred during that period which exceeds the amount assessed against other Unit Owners.

AMENDMENT TO
RULES AND REGULATIONS
FOR
TWENTY-ONE RIVERSIDE DRIVE CONDOMINIUM ASSOCIATION, INC

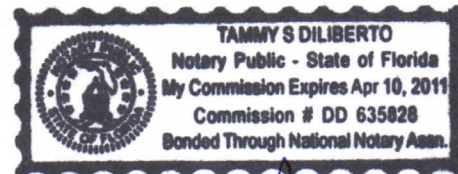
17. Dogs and household cats are not permitted on any part of the Common Elements (except a balcony or terrace appurtenant to the Unit of the animal's owner) except when they are leashed and being walked or transported directly off the Condominium Property or directly to their Owner's Unit.

Debra O Farrar
Debra O Farrar, President

January 15, 2009
Date approved and voted on

Debra O Farrar
Witness

Elizabeth Ann Clark
Witness



Tammy S. Diliberto

Debra O Farrar
Debra O Farrar, president

Lisa Medina LISA MEDINA
Witness

Marta Beaver
Witness MARTA BEAVER

STATE OF FLORIDA COUNTY OF BREVARD
The foregoing instrument was acknowledged before me
this 28th day of October, 2009, by
Debra O. Farrar

☐ Personally known to me
☒ Produced ID
Lisa Medina
DEPUTY CLERK, per F.S. 695.03/92.50
Scott Ellis, Clerk, Brevard County, FL

LISA MEDINA



AMENDMENT TO RULES OF

TWENTY-ONE RIVERSIDE DRIVE CONDOMINIUM ASSOCIATION, INC

Rules added:

22. Advance scheduling of a move, departing or arriving, must be made with the Board at least one week prior to the scheduled move. At that time a refundable \$250 deposit will be required regardless whether it is a Tenant or an Owner who is moving. The Owner is responsible for their Tenants. The deposit is refundable within 30 days after an inspection is made and after no documentation of any damage is documented. Moving is not allowed on Sundays or Holidays unless previous arrangements have been made with the Board. The Owner is responsible for ensuring the elevator padding is up and the rug removed and put back. The Owner is also responsible for monitoring the move so that the elevator is not held up for long periods of time. Carpet runners or some type of protective material should be used from the truck to the elevator. Moving Vans are not allowed to obstruct entries, exits or walkways. The Owner is responsible for cleaning up the entryway, Foyer and elevator at the conclusion of the move. The Owner must make arrangement for the disposal of boxes and moving material. The trash chute is not to be used for this disposal.

23. Guests are not allowed to enter the building without authorized access. Doors are not to be propped open. Signs are not to be posted on the outside door system with instructions on how to gain entry. Owners will be responsible for their Tenants. Owners/Tenants should monitor the arrival and departure of their Guests. Codes, keys and FOB's should be monitored. Security codes should not be given to contractors. There is a \$25.00 charge for all additional FOB changes and code changes.

24. Parking spaces are limited to two spaces per condominium unit. Additional outside parking spaces are limited. Arrangements can be made with other residents who are not using their spaces. In the event of a party or gathering please notify the Board for approval.

25. The use of electrical outlets in the garages will be limited to 20amps. If more electricity is needed the owner may have an outlet installed within their storage unit and hooked into their unit meter. Garages are limited common space and the Association pays for the electric. Cars or Golf Cart would be considered excessive and would be an example of having an outlet routed to the owners meter.

AMENDMENT TO RULES OF

TWENTY-ONE RIVERSIDE DRIVE CONDOMINIUM ASSOCIATION, INC

Debra O Farrar, President
Debra O Farrar, President

March 13, 2013

Date approved and voted on

Kimberly A. Galindo
Witness

[Signature]
Witness



The foregoing instrument was
acknowledged before me this
10th day of June, 2013
by Debra O Farrar
☒ personally known to me
☐ produced ID
Justine A. Holder