

SCHEDULE "A" TO BY-LAWS

RULES AND REGULATIONS FOR

FAIRFAX CONDOMINIUM

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 thereon,

2. The personal property of Unit Owners must be stored in their respective Units or in storage space, if applicable.

3. No barrels, cans, supplies, milk bottles or other articles shall be placed on the porches, patios and terraces or other Common Elements. No linens, cloths, clothing, curtains, rugs, mops or laundry of any kind, or other articles, shall be placed on or hung from any of the windows, doors, fences, porches, patios and 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 porches, patios and terraces or upon the Common Elements.

All refuse must be deposited in tied plastic bags 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. 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 or washing of vehicles shall be done on the Condominium Property.

8. 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,

9. No trucks or commercial vehicles, campers, mobile homes, motorhomes, motorcycles, mopeds, scooters, 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 recreational vehicles that are not longer than 19 feet and classified as a passenger vehicle as determined by the vehicle registration; 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 or Manager's vehicles.

10. No Unit Owner, tenant, visitor, licensee or invitee shall park any type of motor vehicle on any private street or directly back out onto private streets constructed on the Condominium Property or Common Areas. Notwithstanding any provision to the contrary contained in the Declaration of Condominium or Declaration of Covenants, Restrictions and Easements for Condominium Area, this rule may be amended only upon the unanimous consent of all Unit Owners in this Condominium.

11. No Unit Owner shall make or permit any disturbing noise 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, or permit to be conducted, vocal or instrumental music in any room which disturbs other residents.

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12. No radio or television installation is permitted in any Unit which interferes with the television or radio reception of another Unit.

13. 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 as designated or approved by the Developer. Additionally, no awning, canopy, shutter or other projection shall be attached to or placed upon the outside wall or roof of the Building or on the Common Elements.

14. The Association shall have the right to re-enter in a panic key to all Units for the purpose of access to such Units during reasonable hours, when necessary for the maintenance, repair, or replacement of any Common Element or for an emergency repair which is necessary to prevent damage to the common elements or to another Unit or Units. No Unit Owner shall alter any lock nor install a new lock without the prior written consent of the Board of Directors. Where such consent is given, the Unit Owner shall provide the Association with three additional keys.

15. No barbecuing shall be permitted on the Condominium Property.

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

17. 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.

18. A Unit Owner who plans to be absent during the hurricane season shall 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 names of such firm or individual. Such firm or individual shall be subject to the approval of the Association.

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

20. A Unit Owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, porches, patios, terraces or windows of this Building. Curtains and drapes (or linings thereof) which hang on exterior windows or glass doors of Units shall be subject to the approval of the Board, in which case they shall be removed and replaced with acceptable items. No Unit Owner shall install a screen enclosure to or upon the outside wall of the Building or on the Common Elements or Jointly Owned Elements without the prior written consent of the Board of Directors and the Architectural Control and Maintenance Standards Committee.

21. No 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 My portion of the Condominium Property.

22. The requirements 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.

23. No air-conditioning units may be installed by Unit Owners unless installed by Developer or approved in writing by the Board of Directors. No Unit shall have any aluminum foil placed in any window or glass door or any reflective substance placed on any glass.

24. No exterior antennae shall be permitted on the Condominium Property or improvements thereon provided that Developer shall have the right to install

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and maintain community antennae and radio and television lines and other temporary communications systems.

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

26. 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 eighteen (18) years of age must be accompanied by a responsible adult when entering and/or utilizing the Neighborhood Recreational areas.

27. 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.

28. No animals or pets of any kind are permitted in any Unit or on the Condominium Property.

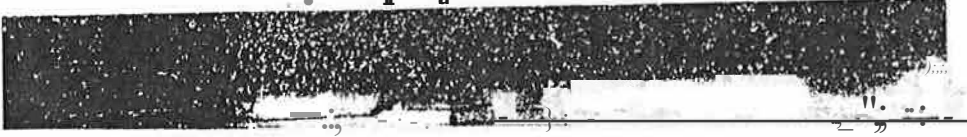
29. Unit Owners and occupants of Units shall park their bicycles and tricycles in the areas designated for such purpose. Unit Owners and occupants shall only use coverings for the bicycles and tricycles manufactured for such purpose unless otherwise approved in writing by the Board of Directors.

30. 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.

31. 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. The Association shall have the right to suspend the use of the Recreation Area and Common Areas, if applicable, in the event of failure to so comply. 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 hereunder, or in the Declaration, or By-Laws, provided the following procedures are adhered to,

- (a) The Association shall notify the Owner or occupant and if applicable, his licensee or invitee in writing not less than fourteen (14) days before the hearing, which hearing shall be

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before the Board of Directors. The notice, at a minimum 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 which have allegedly been violated; and, (3) a short and plain statement of the matter asserted by the Association. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have, opportunity at the hearing to review, challenge, and respond to any material considered by the Association. 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) Notice: The non-compliance shall be presented to the Board of Directors after which the Board of Directors shall hear reason, why penalties should not be imposed. Formal rules of procedure shall not apply. A written decision of the Board of Directors shall be submitted to the Owner or occupant by not later than twenty-one (21) days after the Board of Directors' 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 or levy 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 fines received from fines shall be allocated as directed by the Board of Directors.
- (g) Hon-Exclusive Penalty: 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.

32. 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 a written request therefor and good cause shown in the sole opinion of the Board.

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