

**SCHEDULE A TO BY-LAWS**

**RULES AND REGULATIONS**

**FOR**

**STAR TOWER CONDOMINIUM ASSOCIATION, INC.**

The following Rules and Regulations supplement those contained in the Declaration of Condominium of STAR TOWER CONDOMINIUM ASSOCIATION, INC. They are applicable to all Unit Owners and their tenants, subtenants, invitees, employees, agents, licensees and contractors.

1. The entrance ways, 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 or their tenant's personal property must be stored within his unit or within storage lockers or spaces, if any, appurtenant to his/her Unit as Limited Common Elements.
3. The Common Elements shall not be obstructed, littered, defaced, or misused on 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. The exception to this rule is that any Unit Owner or their tenant may display on portable, removable United States Flag in a respectful way regardless of any declaration rules or requirements dealing with flags or decorations.
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 or their tenants for personal errands. The Board of Directors shall be solely responsible for directing and supervising the Association's Employees.
9. No Unit Owner or their tenant shall make disturbing noises in the Building or permit his/her family, servants, employees, agents, visitors, or licenses to do so. In particular, no Unit Owner or their tenant or their family, servants, employees, agents, visitors, or licenses 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 their tenants.

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. The exception to this rule is that any Unit Owner or their tenant may display one portable, removable United States Flag in a respectful way regardless of any declaration rules or requirements dealing with flags or decorations.
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, electric grills are permitted on patios or balconies, but gas and charcoal grills are prohibited.
13. A Unit Owner or their tenant who plans to be absent must prepare his/her Unit prior to departure by designating a responsible firm or individual to care for the Unit. Should the Unit suffer damage and by furnishing the Association with the name(s) of that firm or individual.
14. Beverages in glass containers may not be consumed on the Common Elements.
15. No exterior antennae shall be permitted on the Condominium Property, except for a personal satellite dish for the personal use of an owner, provided the dish is 18" or less in diameter. The location and installation of the personal satellite dish must be approved by the Board of Directors and may not cause damage to the Common Elements.
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. Pets are not permitted on any part of the Common Elements (except a balcony or terrace appurtenant to the Unit of the animals Owner) except when they are leashed and being walked or transported directly off the Condominium Property or directly to their owners Unit. Additionally, those pets which, in the sole discretion of the Association, endanger health, have the propensity for dangerous or vicious behavior (such as pit bulldogs or other similar breeds or mixed breeds),

make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Units or to the owner of any other portion of the Condominium Property are strictly prohibited and shall immediately be removed upon request of the Board in accordance with 16.2 of the Declaration.

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. All vehicles must be legally parked. "Legal" parking is defined as parked between the lines so that no part of the vehicle protrudes into the space beyond the line, nor on the line, and does not protrude into lanes of traffic.
20. All visitors must park in a space designated or labeled as a "Visitor" parking space. Any unauthorized parking in a non-Visitor space (or a Unit Owner's space) may result in ticketing, booting or towing of the vehicle at the vehicle owner's risk and expense. ONLY SHORT TERM VISTORS MAY PARK IN VISITOR PARKING.
21. The Association's On-Site Manager may direct the booting and/or towing of any vehicle in violation any of the Association's parking rules. In the event that the On-Site Manager is not available, or in an emergency, the chief Engineer-on-Duty or contracted Security Personnel is authorized to direct the "towing" of any vehicle which blocks fire lanes, obstructs access to garages or other parking areas, or which otherwise poses a threat or significant hindrance to the Star Tower property. In addition, such staff/contractor may direct the "booting" of any vehicle in violation.
22. The Association may assess a service fee of \$100.00 for the removal of a boot with respect to any vehicle in violation of the Association's parking rules. If the owner of the booted vehicle is a Unit Owner or tenant of a Unit Owner, the Unit Owner or its tenant may request an opportunity to be heard by the Infractions Committee to seek a refund. If the owner of the booted vehicle is not a Unit Owner, his/her tenant or their invitee to the Condominium Property, this assessment is absolute due to "trespassing" on Star Tower property (subject to applicable state or local law). The costs of towing, determined by the towing company, may exceed \$100.00 plus any applicable impound/storage fees. These costs are the sole responsibility of the vehicle owner or the Unit Owner or his/her tenant identified with the vehicle.
23. No solicitation of any kind shall be permitted on the Condominium Property.
24. All prospective tenants and/or occupants residing at a Unit shall be identified in a written Lease Agreement. A copy of the Lease Agreement shall be provided to the Association by the Unit Owner. Each Lease Agreement, together with an application signed by both the Unit Owner and his/her tenant, in a form approved by Association, shall be submitted to the Association at least fourteen (14) days

prior to commencement of the Lease Agreement term. The Unit Owner shall pay a nonrefundable lease application fee of One Hundred Dollars (\$100.00) which may be increased from time to time by the Board of Directors. The Board of Directors or its designee shall approve or disapprove the form of the Lease Agreement. In the event the form of the Lease Agreement is disapproved, the Board of Directors or its designee shall notify the Unit Owner of the requisite action to be taken in order to bring the Lease Agreement in compliance with the Condominium Documents and any Rules and Regulations adopted pursuant thereto. The Unit Owner shall provide the prospective tenant with copies of the Declaration, Bylaws and Rules and Regulations of the Association and require a signature upon receipt.

The Association shall have the right to screen each prospective tenant and adult occupant identified in the Lease Agreement at the Unit Owner's cost and expense, and to conduct a background check on such prospective tenant and/or adult occupant, which background check may include, without limitation, a criminal background check on the prospective tenant and adult occupant and a personal credit history of the prospective tenant. The Association shall have the right to disapprove the Lease Agreement for, without limitation, any one or more of the following reasons:

- (A) The application on its face indicates that the prospective tenant or occupant may conduct him or herself in a manner inconsistent with the provisions of the Condominium Documents or Rules and Regulations of the Association, as amended from time to time;
- (B) The prospective tenant or occupant has been convicted of a felony or misdemeanor involving violence to persons or damage to property, a felony involving sale or possession of a controlled substance, or a felony demonstrating dishonesty or moral turpitude, or is a convicted sexual predator or sexual offender;
- (C) The prospective tenant or occupant has a history of conduct which evidences disregard for the property of others or the rights of others to peaceful enjoyment of their Units;
- (D) The prospective tenant evidences a strong likelihood of financial inability to pay the rent and/or other financial obligations under the Lease Agreement;
- (E) The prospective tenant or occupant, during previous occupancy in the Condominium, has failed to comply with the Declaration or Rules and Regulations of the Association;
- (F) The prospective tenant gives false, misleading or incomplete information to the Association as part of the application procedure, including without limitation, the failure to provide the names of all persons who will be

occupants residing at the Unit under the Lease Agreement or failure to provide accurate information regarding the prospective tenant's pet(s);

- (G) The Unit Owner failed to give proper notice of its intention to lease the Unit to the Board of Directors; or
- (H) The Unit Owner is more than thirty (30) days past due in the payment of his or her Assessments at the time approval of the Lease Agreement is sought.

Subject to any applicable law, within ten (10) days after receipt of any and all information requested by the Association pursuant to this Paragraph 24, the Association shall either approve or disapprove the proposed transaction. If the Association has not taken action within ten (10) days after its written confirmation of receipt of all information requested by the Association pursuant to this Paragraph 24, the Lease Agreement is deemed approved. Any Lease Agreement disapproved by the Association shall be null and void unless subsequently approved by the Association.

- 25. A One Hundred and Fifty Dollar (\$150.00) non-refundable move-in and a One Hundred and Fifty Dollar (\$150.00) move-out service fee shall be charged to all Unit Owners and/or their tenants, payable in advance, at the time the service elevator is reserved for the moving date.
- 26. So long as the Unit Owner is not more than thirty (30) days past due in the payment of his or her Assessments, when a Unit is leased, the tenant and approved occupants shall have all use rights in the Common Elements and Condominium Property otherwise readily available for use generally by Unit Owners, and the Unit Owner of the leased Unit shall not have such rights, except as a guest, unless such rights are waived in writing by the tenant. Nothing herein shall interfere with the access rights of the Unit Owner as a landlord pursuant to Chapter 83, Florida Statutes.
- 27. Every Unit Owner and their tenants, subtenants, invitees, employees, agents, licensees and contractors 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, By-Laws and Articles of Incorporation of the Association (all as amended from time to time), to the extent applicable. Failure of a Unit Owners or their tenants, subtenants, invitees, employees, agents, licensees and contractors 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 a Unit Owner, tenant, occupant, family, guest, invitee, lessee or employee for failure of a Unit Owner or their tenants, subtenants, invitees, employees, agents, licensees and contractors, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, or Articles of Incorporation or By-Laws, provided the following procedures are adhered to:

- (A) Notice: The Association shall notify the Unit Owner or their tenant of the infraction. 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 the Infractions Committee, at which time the Unit Owner or their tenant shall present reasons why the fine should not be levied. The Unit Owner or their tenant may be represented by counsel and may cross-examine witnesses. A written decision of the Infractions Committee shall be submitted to the Unit Owner or their tenant by not later than twenty-one (21) days after the Infraction Committee's Meeting. If the Infractions Committee does not agree with the fine, then the fine may not be levied. If the Infractions 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 Infractions Committee is 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 Unit Owner or their tenant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such owner.
28. Except for rules, regulations and requirements regarding (a) leases or lessees which must be approved by the Association (b) the presence of the pets or (c) parking restrictions, these rules and regulations shall not apply to the Developer, to the Developer's agents, employees or contractors, to the Primary Institutional First Mortgagee, or to Units owned by the Developer or the Primary Institutional First Mortgagee until they are conveyed. They shall apply, however, to all other Unit Owners and their tenants, subtenants, invitees, employees, agents, licensees and contractors.

## A. RULES FOR CONTRACTORS AND SUBCONTRACTORS

The following rules shall apply to decorators, contractors and subcontractors:

1. The Unit Owner must pre-register with the property manager or the Association by giving the name, address, telephone number, fax number, cellular telephone number and any other contact information of that Unit Owner's representative or agent who will be overseeing the work being done in and/or on the Unit, whether it be an interior decorator, the general contractor or the Unit Owner.

2. Prior to commencing work, the Unit Owner's representative must submit to the property manager or the Association, a list of names, addresses and telephone numbers of all contractors and subcontractors who will be working in the unit, together with a schedule for their work.

3. The property manager or the Association will coordinate with the Unit Owner's representative for the issuance of temporary passes for access for contractors and/or subcontractors onto the Condominium Property.

4. Contractors and subcontractors shall abide by all rules issued by the Architectural Review Committee, including but not limited to the Contractor's Insurance/License Requirements and the Guidelines For Unit Owners, Designers and Contractors.

5. Work hours are 8:00 A.M. to 5:00 P.M., Monday through Friday. No work of any kind shall be performed at any other time.

6. No work is permitted within the common areas, including but not limited to the cutting of moldings, carpeting, etc., and work on balconies.

7. All contractors and subcontractors must have all licenses required by Orange County, the City of Orlando, the State of Florida and any other applicable governmental authorities, and must submit proof of those licenses to the property manager or the Association for the Association's records.

8. Prior to authorization for access, all contractors and sub-contractors must produce from their respective insurance carrier a Certificate of Insurance of general liability of no less than One Hundred Thousand and No/100 Dollars (\$100,000.00) per occurrence and no less than Five Hundred Thousand and No/100 Dollars (\$500,000.00) aggregate, and provide proof of Worker's Compensation coverage to the property manager or the Association for the Association's records.

9. Contractors and subcontractors shall load and unload materials and supplies in the area located on the southern end of the first floor main lobby, adjacent to the management office (the "Load Zone"). Workers may not remain parked in the Load Zone. Under no circumstance may workers park their vehicles in the southeast portion of the main lobby (the "No Parking Zone"). A detailed sketch of the Load Zone and No Parking Zone is included in **Exhibit "A"**, attached hereto and incorporated herein by this reference (the "Parking Zone Diagram"). After unloading, workers must park their vehicles in the designated areas that may be specified by the Association.

10. Work preparations will not be allowed in any garage, for example, but not limited to, mixing of paints, mixing of mud, mixing of concrete and mixing of grout.

11. All trash, garbage, waste and/or debris shall be hauled off by the contractors and/or subcontractors on a daily basis, unless a dumpster is specifically designated for their use by the property manager or the Association.

12. Grout, paint, drywall, concrete, stucco, wall mud and/or any other material may not be poured down any Building and/or Unit drains, sinks, toilets or bathtubs. All contractors and subcontractors are required to check with the property manager or the Association for the location of a designated cleaning area.

13. Contractors and subcontractors are not to use carts and/or any other equipment owned and/or operated by the Association or the property manager.

14. No radios, tape players, televisions, compact disc players, DVD players, computers, MP3 players or any other device will be allowed to be played by contractors and/or subcontractors on the Condominium Property unless used with headphones at all times.

15. Access to the individual condominium Units by contractors and/or subcontractors must be coordinated through the Unit Owner or representative of that Unit Owner.

16. Any smoke detectors or smoke alarms must be left in place. Smoke detectors and smoke alarms are to be properly protected during any interior finish work which typically generates heavy airborne particles, for example, but not limited to, sanding and painting.

17. Contractors and/or subcontractors are not to wander around in any areas other than the specific area and/or Unit they are assigned to or employed at.

18. Each Unit Owner is responsible for the action(s) and inaction(s) of that Unit Owner's contractor and/or subcontractor while in and/or on the Condominium Property and/or on any Common Elements. Contractors, and/or subcontractors are in and/or on the Condominium Property at their own risk and agree to indemnify and hold harmless the Association, the Board of Directors and the Developer for any liability, personal injury, death and/or property damage which might arise in connection with and/or is related to their activities in and/or on any portion of the Condominium Property and/or adjacent property.

19. Should a contractor and/or subcontractor discover a defect in any Unit, they must notify the property manager or the Association immediately, so the defect may be verified and corrected prior to doing any work that might be impacted by the defect or that might exacerbate the defect.

20. Contractors and subcontractors are prohibited from smoking anywhere in and/or on the Condominium Property.

21. Activities may be monitored during each day. Non-compliance with any of these Rules and Regulations may result in a contractor, subcontractor and/or any other person or entity doing work in and/or on the Condominium Property from being permanently barred from the Condominium Property.

22. Any questions regarding these Rules and Regulations or any of the Condominium Documents should be directed to the property manager or the Association.