

**SCHEDULE A
TO BY-LAWS:**

RULES AND REGULATIONS

SCHEDULE "A"
TO
BY-LAWS

RULES AND REGULATIONS
FOR
MONTREUX AT DEERWOOD LAKE, A CONDOMINIUM

1. Occupancy and Use Restrictions. Except as otherwise herein expressly provided, the Units shall be used only for residential purposes. No business, profession or trade of any type shall be conducted on any portion of the Units. 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. Further, this prohibition shall not be applicable to the Developer with respect to its improvements to the Condominium Property, 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 for the Condominium.

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 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 1 shall not be applicable to Units used by the Developer or any of its affiliates for model units, V.I.P. suites, sales offices or management or other services for the Condominium.

Unless otherwise determined by the Board of Directors of the Association, 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 this Section (regardless of whether a lease exists or rent is paid) and shall be subject to the provisions of the Declaration of Condominium which apply to lessees and these Rules and Regulations. The purpose of this paragraph is to prohibit the circumvention of the provisions and intent of the Declaration of Condominium and these Rules and Regulations pertaining to the approval of leases, and the Board of Directors of the Condominium shall enforce, and the Unit Owners shall comply with, same with due regard for such purpose.

2. Leases. Leasing of Units shall be subject to the prior written approval of the 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 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 twelve (12) months. In the event any lease terminates prior to the end of its term, a Unit Owner may lease its Unit one additional time during the calendar year of such termination. In no event shall a Unit be leased more than two (2) times within any calendar year, regardless of the lease term. The foregoing requirement shall not apply to a Unit rented or leased directly by or to the Developer. 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 this Declaration (and all Exhibits hereto), the Master Covenants, and with any and all rules and regulations adopted by the Association from time to time (before or after the execution of the lease); (ii) and 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 Association and tenants must register with the

Association prior to moving in. The Unit Owner will be jointly and severally liable with the tenant to the Association for any amount which is required by the Association to repair any damage to the Common Elements from the acts or omissions of tenants (as determined in the sole discretion of the Association) and to pay any claim for injury or damage to property caused by the negligence of the tenant and a special charge may be levied against the Unit therefore.

All leases are hereby made subordinate to any lien filed by the Association, whether prior or subsequent to such lease

The Association may use the Deposit to repair any damage to the Common Elements, Association Property and/or any damage to the Condominium Property resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). The Unit Owner will be jointly and severally liable with the tenant to the Association for any amount in excess of the Deposit which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the tenant. Payment of interest, claims against the Deposit, refunds and disputes regarding the disposition of the Deposit shall be handled in the same fashion as provided in Part II of Chapter 83, Florida Statutes.

When a Unit is leased, a tenant shall have all use rights in Association Property and those Common Elements otherwise readily available for use generally by the Unit Owners, and the Owner(s) 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. The Association shall have the right to adopt rules to prohibit dual usage by a Unit Owner and a tenant of Association Property and Common Elements otherwise readily available for use generally by Unit Owners. Additionally, copies of all leases of Units shall be submitted to the Association and the tenants thereunder must register with the Association prior to any occupancy.

3. Children. Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Condominium and including full compliance by them with these Rules and Regulations and any other rules and regulations of the Association. Playing shall not be permitted in any of the hallways, stairways, or other Common Elements.

4. Pets. No more than two (2) household pets (as may be defined and re-defined by the Association) shall be maintained in any Unit or any Limited Common Element appurtenant thereto. The maximum total weight for any one household pet may not exceed one hundred (100) pounds. Household pets shall not be kept, bred or maintained for any commercial purpose and shall not become a nuisance or annoyance to neighbors. Those pets which, in the sole discretion of the Association endanger health, safety, 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 shall be removed upon request of the Board of the Association. Unit Owners must pick up all solid wastes of their pets and dispose of such wastes appropriately. All pets (including cats) must be kept on a leash of a length that affords reasonable control over the pet at all times, or must be carried, when outside the Unit. No pet may be kept on a balcony or terrace when its owner is not in the Unit. Without limiting the generality of Section 17.4 of the Declaration of Condominium, any violation of the provisions of this restriction shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners (as provided in any applicable rules and regulations) and/or to require any pet to be permanently removed from the Condominium Property.

5. Use of Common Elements and Association Property. No portion of the Units, the Limited Common Elements, the other Common Elements, or the Condominium Property 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 Common Elements shall not be obstructed, littered, defaced, or misused in any manner. In no event shall any Unit Owner or occupant place, or permit the placement of, any item that obstructs, or otherwise impedes access to, any portions of the Condominium that 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 noxious or offensive activity shall be carried on in any Units, Common Elements, Limited Common Elements or other portions of the Condominium Property, 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 Property. No outside burning of wood, leaves, trash, garbage, or household refuse shall be permitted within the Condominium Property. 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 Property 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 Property. 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.

8. Firearms. The discharge of firearms and fireworks within the Condominium Property is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size.

9. 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.

10. Alterations or Additions. No Unit Owner shall cause or allow improvements or changes to his Unit or to any Limited Common Elements, Common Elements, or Association Property, which alters the exterior appearance thereof, or which could in any way affect the structural, electrical, plumbing or mechanical systems of the Building or elsewhere within the Condominium Property, without obtaining the prior written consent of the Association (in the manner specified in Section 9.1 of the Declaration). No spas, hot tubs, whirlpools or similar improvements shall be permitted on any patio or balcony. See Section 17.10 of the Declaration for details.

11. Sound, Weight and Flooring Restrictions. The installation of hard and/or heavy surface floor covering such as tile, marble, wood, and the like, other than in the ground floor Units and in the bathrooms, kitchens and foyer areas of all other Units, must be approved by the Board of Directors of the Association which approval shall not be unreasonably withheld, conditioned or delayed. Additionally, the installation of any heavy improvement or heavy object in or on the Condominium Property must be approved by the Board of Directors of the Association which approval shall not be unreasonably withheld, conditioned or delayed. The Board of Directors of the Association may in its reasonable discretion require a structural engineer to review certain of the proposed improvements, with such review to be at the Owner's sole expense. Any use guidelines set forth by the Association shall be consistent with good design practices for the waterproofing and overall structural design of the Buildings. Owners will be held strictly liable for violations of these restrictions and for all damages resulting therefrom and the Association has the right to require immediate removal of violations. A waterproofing system is to be placed on the concrete surface of the balcony prior to the installation of the setting bed and tile. This waterproofing system must be as recommended by the manufacturer of the tile setting material and the installation must follow the waterproofing manufacturer's written recommendations. Applicable warranties of the Developer, if any, shall be voided by violations of these restrictions and requirements. Each Owner agrees that sound transmission in a building such as the Condominium is very difficult to control, and that noises from adjoining or nearby Units and/or mechanical equipment can often be heard in another Unit. **The Developer does not make any representation or warranty as to the level of sound transmission between and among Units and the other portions of the Condominium, and each Owner shall be deemed to waive and expressly release any such warranty and claim for loss or damages resulting from sound transmission.**

12. Exterior Improvements. Without limiting the generality of Sections 9.1 or 17.10 of the Declaration of Condominium, but subject to the provisions thereof specifically permitting same, no Unit Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of the Units (including, but not limited to, awnings, canopies, shutters, signs, screens, window tinting, fixtures and equipment), nor plant or grow any type of shrubbery, flower, tree, vine, grass or other plant life or landscaping on its patio or balcony, without the prior written consent of the Association. No painting or changes in the exterior colors of any Units or the Limited Common Elements appurtenant thereto shall be permitted. No painting or changes in the exterior colors of any Units or the Limited Common Elements shall be permitted.

13. 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 Association, except (a) signs, regardless of size, used by the Developer, its successors or assigns or a party developing or marketing any portion of the Condominium, 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.

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

15. 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.

16. Air Conditioning Units. No window or wall mounted air conditioning units may be installed in any Unit. Units with large amounts of outdoor glass windows and doors are susceptible to large temperature fluctuations, based upon the location of the various rooms within the Unit, as well as the differing positions of the sun throughout the day and the differing weather conditions throughout the year. The normal operations of the air conditioning systems in the Units may not fully compensate for these temperature fluctuations and additional adjustments, through the use of indoor window treatments such as curtains and blinds, may be necessary.

17. Outside Installations. No radio station or short wave operations of any kind shall operate from any Unit, Limited Common Elements or Common Elements. 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 Section 207 of the Telecommunications Act of 1996, 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.

18. Window and Door Treatments. No reflective film tinting or window coverings shall be installed on any windows or glass doors except as necessary to replace or restore tinting of glass surfaces as originally installed, unless approved by the Association in accordance with Section 9.1 of the Declaration. Curtains, drapes and other window coverings (including their linings) which face on exterior windows or glass doors of Units, or are visible from the exterior of the Building, shall be white or off-white in color, unless otherwise specifically approved by the Board of Directors. No aluminum foil may be placed in any window or glass door of a Unit and no reflective substance may be placed on any glass in a Unit, except for any substance previously approved by the Board of Directors for energy conservation or hurricane protection purposes. No unsightly materials may be placed on any window or glass door or shall be visible through such window or glass door. Any screen door must be of a uniform type approved by the Association.

19. Unit Maintenance. Each Unit Owner must undertake or must designate a responsible firm or individual to undertake his general maintenance responsibilities, which shall include, at a minimum, maintaining the exterior appearance of the Unit and the Limited Common Elements, safe-

guarding the Unit and the Limited Common Elements, to prepare for hurricane or tropical storm watches and warnings by, among other things, removing any unfixed items on balconies and terraces, and repairing the Unit in the event of any damage therefrom. An Owner may designate a firm or individual to perform such functions for the Owner, but such designation shall not relieve the Owner of any responsibility hereunder. The name(s) and addresses of such firm or individual must be furnished to the Association. The designation of such firm or individual shall be subject to the approval of the Association.

20. Hazardous Substances. No flammable, combustible or explosive fluids, chemicals or other substances may be kept in any Unit, Limited Common Elements or Common Elements, except such as are generally used for normal household purposes. No electric, gas, charcoal barbecue or other cooking devices, or outside cooking, is permitted on any patio or balcony.

21. Mold Prevention. No Unit Owner shall install within his or her Unit, or upon the Common Elements and/or the Association Property, non-breathable wall-coverings or low-permeance paints. Additionally, any and all built-in casework, furniture and/or shelving within a Unit must be installed over floor coverings to allow air space and air movement and shall not be installed with backboards flush against any gypsum board wall. Further, all Unit Owners, whether or not occupying the Unit, shall continually run the air conditioning system to minimize humidity in the 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. **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 molds, mildew, spores, fungi and/or other microtoxins.**

22. 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).

23. 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 without the approval of the Board, 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.

24. 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.

25. 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.

26. 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.

27. Documents. All Owners shall be obligated to deliver the documents received from the Developer, or from any prior Owner, containing the Declaration of Condominium and any other documents, and any amendments thereto, to any purchaser or grantee of their Unit including, without limitation, any documents, and any amendments thereto, relating to the Association. 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.

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

29. 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, Master Covenants and these Rules and Regulations. This Rule shall also apply to subleases of Units and assignments of leases.

30. 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 be adopted, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association, as amended from time to time. Failure of an Owner or occupant 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. 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 a Unit for the failure of an Owner, or its occupant, licensee or invitee, in an amount not to exceed that allowed by the Act as same may be amended from time to time, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, By-Laws or Rules and Regulations, 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 and time of the next Board of Directors meeting at which time the Owner or occupant shall present reasons why a fine should not be imposed.

b. Hearing: The Unit Owner or tenant shall be afforded an opportunity for a hearing after reasonable notice to the Unit Owner or tenant of not less than 14 days, which notice shall include (i) a statement of the date, time and place of the hearing, (ii) a statement of the provisions of the Declaration, By-Laws or Rules and Regulations which have allegedly been violated, and (iii) a short and plain statement of the matters asserted by the Association. The Unit Owner or tenant shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association. The hearing must be held before a committee of other Unit Owners. At the hearing, the Committee shall conduct a reasonable inquiry to determine whether the alleged violation in fact occurred, and if the Committee so determines, it may impose such fine as it deems appropriate by written notice to the Unit Owner or tenant. If the Committee does not agree with the fine, the fine may not be levied.

c. Fines: The amount of any fine shall be determined by the Association and shall not exceed \$100.00 per violation.

d. Violation: Notwithstanding paragraph (c) above, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed \$1,000.00.

e. Payment of Fines: Any fine imposed by the Board shall be due and payable within ten (10) days after written notice of the imposition of the fine, or if a hearing is timely requested, within ten (10) days after written notice of the Committee's decision at the hearing.

f. Application of Fines: All monies received from fines shall be allocated as directed by the Board of Directors.

g. Non-exclusive Remedy: 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 or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or occupant.

31. Effect on Developer. These rules and regulations shall not apply to the Developer, nor its agents or employees and contractors, nor to the Units owned by the Developer except that the Developer shall be subject to the requirement that the prior written approval of the Association be obtained for leases of Units set forth in Rule 2 and to the pet restrictions set forth in 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.

This instrument prepared by and
should be returned to:

Robyn Severs Braun, Esquire
TAYLOR & CARLS, P.A.
7 Florida Park Drive North, Suite A
Palm Coast, Florida 32137
(386)446-5970

Cross Reference Declaration of
Condominium, O.R. Book 12536, Page 871
and O.R. Book 14233, Page 1795,
Duval County, Florida.

Doc # 2010186180, OR BK 15332 Page 2291,
Number Pages: 2
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JIM FULLER CLERK CIRCUIT COURT DUVAL
COUNTY
RECORDING \$18.50

BOARD RESOLUTION ADOPTING RULES REGARDING VEHICLE MAINTENANCE

WHEREAS, Section 17.26 of the Declaration of Condominium of Montreux at Deerwood Lake, A Condominium, recorded at Official Records Book 12536, Page 872, Public Records of Duval County, Florida, (hereinafter "Declaration") provides that the Board of Directors for the Montreux at Deerwood Lake Condominium Association, Inc. (hereinafter "Association") shall have the power to adopt and amend rules and regulations concerning the use of the Condominium Property;

WHEREAS the Board of Directors of the Association, has determined that it is in the best interest of the Association to establish additional rules regulating the use of the Condominium Property;

NOW THEREFORE, the Board of Directors of the Association promulgates the following Rules:

1. No inoperative vehicle shall be parked on the Condominium Property for a continuous period in excess of twenty-four (24) hours within any one (1) week period. "Inoperative Vehicle" shall be defined as any vehicle which does not have a current license plate, any vehicle that cannot start, any vehicle with a flat tire, a wrecked, junked, or dismantled vehicle that is parked on the Condominium Property for a continuous period in excess of twenty-four (24) hours, within any one (1) week period. In the event of a dispute, the Board of Directors, in its sole discretion, shall determine what constitutes an "Inoperative Vehicle."

2. No automobile, truck, trailer, unregistered or inoperable vehicle, commercial vehicle, or other similar vehicle, shall be dismantled, repaired or rebuilt on the Condominium Property. Notwithstanding the foregoing provisions of this subsection, nothing herein shall be deemed to prohibit the following activities: washing and waxing, cleaning and vacuuming, checking fluids and tire pressure, oil changes, and tire changes. In no event, shall an oil change be permitted to stain the driveway, sidewalk or street.

3. All minor allowed maintenance work on vehicles shall be completed within a twenty-four (24) hour period, in any one (1) week period. If a vehicle is placed on a jack, a jack stand, or on any other lift device for the purpose of minor routine or regular maintenance, then the vehicle must be lowered and set back on the parking surface at the end of the twenty-four (24) hour period, and shall not remain elevated overnight.

4. Any vehicle that does not have a proper parking permit, that is considered

inoperative as described in these rules, or is otherwise in violations of the covenants, restrictions or rules, will be towed off of the Condominium Property at the owner's expense.

SO RESOLVED by a majority of the Board of Directors of the Association at a duly called and noticed Board meeting, this 22nd day of July, 2010.

Signed, sealed and delivered in the presence of:

MONTREUX AT DEERWOOD LAKE
CONDOMINIUM ASSOCIATION, INC.

Ann-Marie Geoghegan
Printed Name: Ann-Marie Geoghegan

Terrence J. Reese
Printed Name: Terrence J. Reese

By: Michael Lebowitz
Printed Name: Michael Lebowitz
Title: President
Address: 8550 TOUCHTOWN RD #2127
JACKSONVILLE FL 32216

(CORPORATE SEAL)

ATTEST:

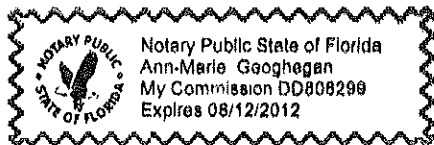
Ann-Marie Geoghegan
Printed Name: Ann-Marie Geoghegan
Terrence J. Reese
Printed Name: Terrence J. Reese

By: Leila Ford
Printed Name: Leila Ford
Title: Secretary
Address: 8550 TOUCHTOWN RD #718
JACKSONVILLE FL 32216

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 22nd day of July, 2010, by Michael Lebowitz and Leila Ford, as President and Secretary, respectively, of MONTREUX AT DEERWOOD LAKE CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. They [☒] are personally known to me or [☐] have produced _____ as identification.

(NOTARY SEAL)



Ann-Marie Geoghegan
NOTARY PUBLIC - STATE OF FLORIDA
Print Name: Ann-Marie Geoghegan
Commission No.: DD808299
Commission Expires: 8/12/2012

This instrument prepared by and
should be returned to:

Robyn Severs Braun, Esquire
TAYLOR & CARLS, P.A.
850 Concourse Parkway South
Suite 105
Maitland, Florida 32751
(407) 660-1040

Cross Reference Declaration of
Condominium, O.R. Book 12536, Page 871
and O.R. Book 14233, Page 1795,
Duval County, Florida.

**BOARD RESOLUTION ADOPTING ADDITIONAL RULES
FOR MONTREUX AT DEERWOOD LAKE CONDOMINIUM**

WHEREAS, Section 17.26 of the Declaration of Condominium of Montreux at Deerwood Lake, A Condominium, recorded at Official Records Book 12536, Page 872, Public Records of Duval County, Florida, (hereinafter "Declaration") provides that the Board of Directors for the Montreux at Deerwood Lake Condominium Association, Inc. (hereinafter "Association") shall have the power to adopt and amend rules and regulations concerning the use of the Condominium Property;

WHEREAS the Board of Directors of the Association, has determined that it is in the best interest of the Association to establish additional rules regulating the use of the Condominium Property;

NOW THEREFORE, the Board of Directors of the Association promulgates the following Rules:

1. Each resident shall be permitted to have no more than one (1) guest at the basketball court at any given time.
2. No more than five (5) guests, whether family members or not, shall be permitted to remain on the basketball court at any given time.
3. Guests may not remain on the basketball court without the presence of at least one resident.
4. After sixty (60) days of the effective date of this Resolution, all vehicles or trailers parked on the Condominium Property must have a parking permit prominently displayed on either the front or back window on the passenger side of the vehicle. Residents and their guests must obtain a parking permit from the Association's management office by completing a registration form for each vehicle or trailer. Registration for each vehicle or trailer must include the make, model, vehicle identification number, a copy of its current registration card, license plate number and unit number within the Condominium Property where the resident resides or the guest will be visiting.
5. All vehicles or trailers shall not occupy more than one parking space at a time.

6. All vehicles and trailers must have license plates and must bear a current state vehicle registration decal.

7. No more than one vehicle or trailer may be parked in front of a private parking garage at any one time.

8. No boats, canoes, jet skis, catamarans, kayaks, or other watercraft shall be permitted to be parked, placed or stored on Condominium Property unless it is parked, placed or stored in a unit's private parking garage.

9. All children fifteen (15) years old and younger must be accompanied by an adult while at the pools or in the pool areas.

10. All children thirteen (13) years old and younger must be accompanied by an adult while at the fitness center, clubhouse, basketball court or other condominium recreational facility or amenity.

SO RESOLVED by a majority of the Board of Directors of the Association at a duly called and noticed Board meeting, this 2nd day of June, 2008.

Signed, sealed and delivered in the presence of:

MONTREUX AT DEERWOOD LAKE
CONDOMINIUM ASSOCIATION, INC.

[Signature]
Printed Name: William Haggerty
C. J. [Signature]
Printed Name: Chris Dobbins

By: [Signature]
Printed Name: Carol McKinley
Title: President
Address: 8550 Touchton Rd #911
Jacksonville, FL 32216

(CORPORATE SEAL)

[Signature]
Printed Name: William Haggerty
[Signature]
Printed Name: Terrence Boese

ATTEST:

By: [Signature]
Printed Name: Rachel O'Brien
Title: Secretary
Address: 8550 Touchton Rd Unit
716 Jacksonville, FL 32218

[NOTARY BLOCK ON NEXT PAGE]

STATE OF FLORIDA

COUNTY OF Duval

The foregoing instrument was acknowledged before me this 2nd day of June, 2008, by Carol McKinley and Rachel DeJesus, as President and Secretary, respectively, of MONTREUX AT DEERWOOD LAKE CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. They [] are personally known to me or [X] have produced Drivers Licenses as identification.

(NOTARY SEAL)



Ann-Marie Geoghegan
My Commission DD346346
Expires August 12, 2008

Ann-Marie Geoghegan
NOTARY PUBLIC - STATE OF FLORIDA
Print Name: Ann-Marie Geoghegan
Commission No.: DD346346
Commission Expires: 8/12/08

This instrument prepared by and
should be returned to:

Robyn Severs Braun, Esquire
TAYLOR & CARLS, P.A.
105 N. Westmonte Drive
Altamonte Springs, Florida 32714
(407) 660-1040

Cross Reference Declaration of
Condominium, O.R. Book 12536, Page 871
and O.R. Book 14233, Page 1795,
Duval County, Florida.

BOARD RESOLUTION ADOPTING RULES REGARDING PET REGISTRATION

WHEREAS, Section 17.26 of the Declaration of Condominium of Montreux at Deerwood Lake, A Condominium, recorded at Official Records Book 12536, Page 872, Public Records of Duval County, Florida, (hereinafter "Declaration") provides that the Board of Directors for the Montreux at Deerwood Lake Condominium Association, Inc. (hereinafter "Association") shall have the power to adopt and amend rules and regulations concerning the use of the Condominium Property;

WHEREAS the Board of Directors of the Association, has determined that it is in the best interest of the Association to establish additional rules regulating the use of the Condominium Property;

NOW THEREFORE, the Board of Directors of the Association promulgates the following Rules:

1. Each Unit Owner who currently owns a permissible pet that resides in a Unit at the Montreux at Deerwood Lake Condominium must register the pet with the Association within fourteen (14) days of the effective date of this Rule.
2. Within fourteen (14) days of acquiring a new permissible pet, the Unit Owner must register the pet with the Association.
3. In order to register a pet, the Unit Owner must complete a Pet Registration Form that has promulgated by the Association, or its agent.
4. Upon registration, the Unit Owner must submit two(2) color photographs of the pet. One photograph must be of the head and face of the pet and the other must be a photograph of the pet's entire body from the side.
5. A Unit Owner's failure to register a pet will entitle the Association to exercise all legal and equitable remedies allowed under Chapter 718, Florida Statutes, and the Association's Declaration.

SO RESOLVED by a majority of the Board of Directors of the Association at a duly called and noticed Board meeting, this 18th day of May, 2009.

Signed, sealed and delivered in the presence of:

MONTREUX AT DEERWOOD LAKE
CONDOMINIUM ASSOCIATION, INC.

Terrence T. Rose
Printed Name: Terrence T. Rose
Ann-Marie Geoghegan
Printed Name: Ann-Marie Geoghegan

By: *Carol J. McKinley*
Printed Name: CAROL J. MCKINLEY
Title: President
Address: 820 TOUCHTON RD. #911
JACKSONVILLE, FL 32216

(CORPORATE SEAL)

ATTEST:

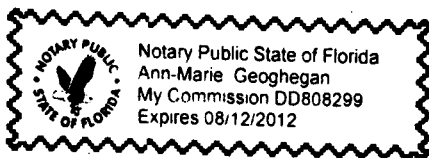
Terrence T. Rose
Printed Name: Terrence T. Rose
Ann-Marie Geoghegan
Printed Name: Ann-Marie Geoghegan

By: *William Hagerly*
Printed Name: William Hagerly
Title: Secretary
Address: 8530 Touchton Rd. E. #374
JAX, FL 32216

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 19th day of May, 2009, by Carol McKinley and William Hagerly, as President and Secretary, respectively, of MONTREUX AT DEERWOOD LAKE CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. They [X] are personally known to me or [] have produced _____ as identification.

(NOTARY SEAL)



Ann-Marie Geoghegan
NOTARY PUBLIC STATE OF FLORIDA
Print Name: Ann-Marie Geoghegan
Commission No.: DD808299
Commission Expires: 8/12/2012

This instrument prepared by and)
should be returned to:)

Robyn Severs Braun, Esquire)
TAYLOR & CARLS, P.A.)
7 Florida Park Drive North, Suite A)
Palm Coast, Florida 32137)
(386)446-5970)

Cross Reference Declaration of)
Condominium, O.R. Book 12536, Page 871)
and O.R. Book 14233, Page 1795,)
Duval County, Florida.)

BOARD RESOLUTION ADOPTING RULES REGARDING VEHICLE MAINTENANCE

WHEREAS, Section 17.26 of the Declaration of Condominium of Montreux at Deerwood Lake, A Condominium, recorded at Official Records Book 12536, Page 872, Public Records of Duval County, Florida, (hereinafter "Declaration") provides that the Board of Directors for the Montreux at Deerwood Lake Condominium Association, Inc. (hereinafter "Association") shall have the power to adopt and amend rules and regulations concerning the use of the Condominium Property;

WHEREAS the Board of Directors of the Association, has determined that it is in the best interest of the Association to establish additional rules regulating the use of the Condominium Property;

NOW THEREFORE, the Board of Directors of the Association promulgates the following Rules:

1. No inoperative vehicle shall be parked on the Condominium Property for a continuous period in excess of twenty-four (24) hours within any one (1) week period. "Inoperative Vehicle" shall be defined as any vehicle which does not have a current license plate, any vehicle that cannot start, any vehicle with a flat tire, a wrecked, junked, or dismantled vehicle that is parked on the Condominium Property for a continuous period in excess of twenty-four (24) hours, within any one (1) week period. In the event of a dispute, the Board of Directors, in its sole discretion, shall determine what constitutes an "Inoperative Vehicle."

2. No automobile, truck, trailer, unregistered or inoperable vehicle, commercial vehicle, or other similar vehicle, shall be dismantled, repaired or rebuilt on the Condominium Property. Notwithstanding the foregoing provisions of this subsection, nothing herein shall be deemed to prohibit the following activities: washing and waxing, cleaning and vacuuming, checking fluids and tire pressure, oil changes, and tire changes. In no event, shall an oil change be permitted to stain the driveway, sidewalk or street.

3. All minor allowed maintenance work on vehicles shall be completed within a twenty-four (24) hour period, in any one (1) week period. If a vehicle is placed on a jack, a jack stand, or on any other lift device for the purpose of minor routine or regular maintenance, then the vehicle must be lowered and set back on the parking surface at the end of the twenty-four (24) hour period, and shall not remain elevated overnight.

4. Any vehicle that does not have a proper parking permit, that is considered

inoperative as described in these rules, or is otherwise in violations of the covenants, restrictions or rules, will be towed off of the Condominium Property at the owner's expense.

SO RESOLVED by a majority of the Board of Directors of the Association at a duly called and noticed Board meeting, this 22nd day of July, 2010.

Signed, sealed and delivered in the presence of:

MONTREUX AT DEERWOOD LAKE
CONDOMINIUM ASSOCIATION, INC.

Ann Marie Geoghegan
Ann-Marie Geoghegan,
Printed Name: _____

Terrence J. Rose
Printed Name: Terrence J. Rose

By: Michael Lebowitz
Printed Name: Michael Lebowitz
Title: President
Address: 8550 TOUCHTOWN RD #2127
JACKSONVILLE FL 32216

(CORPORATE SEAL)

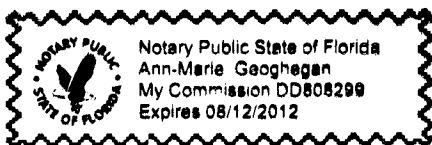
Ann Marie Geoghegan
Printed Name: Ann-Marie Geoghegan
Terrence J. Rose
Printed Name: Terrence J. Rose

ATTEST:
By: Leila Ford
Printed Name: Leila Ford
Title: Secretary
Address: 8550 TOUCHTOWN RD #718
JACKSONVILLE FL 32216

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 22nd day of July, 2010, by Michael Lebowitz and Leila Ford, as President and Secretary, respectively, of MONTREUX AT DEERWOOD LAKE CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. They [☒] are personally known to me or [☐] have produced _____ as identification.

(NOTARY SEAL)



Ann-Marie Geoghegan
NOTARY PUBLIC - STATE OF FLORIDA
Print Name: Ann-Marie Geoghegan
Commission No.: DD 808299
Commission Expires: 8/12/2012

This instrument prepared by and upon recordation return to:
Daniel Wasserstein, Esq.
Wasserstein, P.A.
301 Yamato Road
Suite 2199
Boca Raton, Florida 33431

**BOARD RESOLUTION AMENDING BASKETBALL COURT RULES FOR
MONTREUX AT DEERWOOD LAKE CONDOMINIUM ASSOCIATION, INC.**

WHEREAS, Section 17.26 of the Declaration of Condominium of Montreux at Deerwood Lake, A Condominium, recorded at Official Records Book 12536, Page 872, Public Records of Duval County, Florida (hereinafter "Declaration") provides that the Board of Directors for Montreux at Deerwood Lake Condominium Association, Inc. (hereinafter, the "Association") shall have the power to adopt and amend rules and regulations concerning use of the Condominium Property;

WHEREAS, the Board of Directors of the Association has determined that it is in the best interest of the Association to amend the existing rules regulating the use of the Condominium Property, specifically the basketball court;

NOW THEREFORE, the Board of Directors of the Association hereby amends the existing rules concerning the basketball court as follows:

Words underlined are added and words ~~struck through~~ are deleted.

No more than two (2) guests ~~Each resident per condominium Unit~~ shall be permitted to ~~have no more than one (1) guest~~ at the basketball court at any given time.

~~No more than five (5) guests, whether family members or not, shall be permitted to remain on the basketball court at any given time.~~

Guests may not remain on the basketball court without the presence of at least one (1) resident of which they are a guest.

SO RESOLVED, by a majority of the Board of Directors of the Association at a duly called and noticed Board meeting held on April 11, 2018, at which a quorum was attained.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned individuals have hereunto set their hands and seal this 19th day of April, 2018.

WITNESSES:

MONTREUX AT DEERWOOD LAKE
CONDOMINIUM ASSOCIATION, INC.

Print Name: Terrence J. Rose

Print Name: Patricia L. Lavall

Print Name: DAVID PISTOLE

Print Name: Cyri Hochberg

STATE OF FLORIDA)
COUNTY OF DUVAL)

SS.:

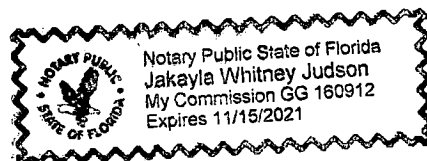
By: Ramy Tawadrous
Name: Ramy Tawadrous
Title: President

By: Jason Nowakowski
Name: Jason Nowakowski
Title: Secretary

The foregoing instrument was acknowledged before me this 19 day of April, 2018 by Ramy Tawadrous, as President and Jason Nowakowski, as Secretary of MONTREUX AT DEERWOOD LAKE CONDOMINIUM ASSOCIATION, INC., on behalf of the corporation, both of whom are personally known to me or have produced _____ as identification.

My commission expires:
(SEAL)

Jakayla Judson
NOTARY PUBLIC, State of Florida at Large
Print Name: Jakayla Judson



Prepared By and Return To:
Richard Larsen., Esq.
Larsen & Associates, P.L.
300 South Orange Ave, Ste. 1575
Orlando Florida, 32801

**Board Resolution
Montreux at Deerwood Lake
Condominium Association, Inc.**

WHEREAS, the Rules and Regulations for MONTREUX AT DEERWOOD LAKE, A CONDOMINIUM are attached as Schedule "A" to the Association's Bylaws; and

WHEREAS, Sections 11.1 (d) and (f), as well as Section 17.26 of the DECLARATION OF CONDOMINIUM OF MONTREUX AT DEERWOOD LAKE, A CONDOMINIUM, Article 5.1(e) of the Articles of Incorporation and Section 5.1(d) of the By-laws, all grant the Association's Board of Directors with the authority to adopt rules and regulations applicable to all portions of the Condominium Property; and

WHEREAS, the Board of Directors desires to adopt new rules and regulations as authorized by the governing documents of the Association.

WHEREAS, the Board is aware that the Association is incurring increased liability and insurance risks related to certain third-party sports training, group training, coaching and other such related activities conducted on the common elements of the condominium; and

WHEREAS, the Board has reasonably determined that it is in the best interests of the condominium and its members to reduce this liability risk by restricting certain activities.

NOW, THEREFORE, it is hereby resolved by the Board of Directors of the Association that the following, new, rule number 32 is hereby added to the Association's rules and regulations to read as follows:

32. **Restrictions on Third-Party Training Within Facilities:** Personal weight and physical training, basketball and other sports coaching services, lessons or training, fitness and sports instruction, physical therapy, group training and similar type classes and or activities are prohibited within the common element facilities of the condominium. This rule shall apply regardless of whether any such instructor or trainer receives remuneration for such services. The Association fully complies with the Americans with Disabilities Act ("ADA") and nothing in this rule shall be construed to prohibit the Board of Directors from making reasonable accommodations under the ADA. This rule shall take effect thirty (30) days after this Resolution has been provided to the Unit Owners.

This Resolution was adopted by a majority vote by the Board of Directors of the Association at a properly noticed meeting of the Board on the ____ day of _____, 2019. Notice of said meeting was provided to the membership fourteen (14) days in advance pursuant to Chapter 718.112 (2)(c), Florida Statutes.

**Montreux at Deerwood Lake
Condominium Association, Inc.**

ATTEST

BY: Ramy Tawadrous

Ramy Tawadrous, President

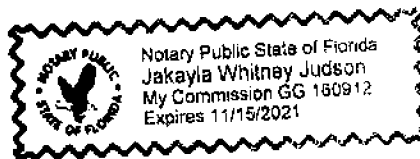
Address: 8550 Touchton Rd

#136, Jacksonville, FL

STATE OF FL
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 13th day of February, 2019, by Ramy Tawadrous, as President of Montreux at Deerwood Lake Condominium Association, Inc., a not-for-profit Florida corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification.

[Signature]
Notary Signature
Stamp or Seal



ATTEST

BY: [Signature]

Denise Willis, Secretary

Address: 8550 Touchton Rd

#2234 Jacksonville, FL

STATE OF FL
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 13th day of February, 2019, by Denise Willis, as Secretary of Montreux at Deerwood Lake Condominium Association, Inc., a not-for-profit Florida corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification.

[Signature]
Notary Signature
Stamp or Seal

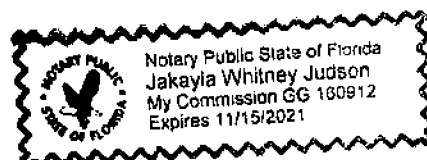


EXHIBIT "A"

Montreux at Deerwood Lake, A Condominium according to the Declaration of Condominium recorded at Official Records Book 12536, Page 872, Public Records of Duval County, Florida.