

**CERTIFICATE OF AMENDMENT
TO
SCHEDULE A TO BY-LAWS**

RULES AND REGULATIONS FOR

OCEANIQUE OCEANFRONT CONDOMINIUM ASSOCIATION, INC.

The Declaration of Condominium of Oceanique Oceanfront Condominium was recorded in the public records of St. Lucie County, Florida, commencing at Official Record Book 2752, Page 1842. The By-Laws of Oceanique Oceanfront Condominium Association, Inc. (the "Association") were recorded as Exhibit "D" to the Declaration commencing at Official Record Book 2752, Page 1921. The Rules and Regulations of the Association were recorded as Schedule A to the By-Laws commencing at Official Record Book 2752, Page 1939. Pursuant to Article 13 of the By-Laws, the Rules and Regulations may be amended from time to time by the Board of Directors of the Association.

Schedule A to By-Laws of Oceanique Oceanfront Condominium Association, Inc., Rules and Regulations, was amended by the following Board Actions:

1. Rule 22 was added by the Board by a Resolution adopted at a duly noticed Board meeting held on February 23, 2015.
2. Rule 23 was added by a Board Resolution by Unanimous Written Consent in Lieu of a Meeting executed on November 10, 2015.
3. Rule 24 was added by the Board by a Resolution adopted at a duly noticed Board meeting held on August 25, 2015.
4. Rule 25 was added by the Board by a Resolution adopted at a duly noticed Board meeting held on August 25, 2015.

A true and complete copy of Schedule A as amended is attached hereto.

The adoption of these amendments appear within the minutes of the Association and are unrevoked.

All provisions of Schedule A to the By-Laws, Rules and Regulations for Oceanique Oceanfront Condominium Association, Inc. are herein confirmed and shall remain in full force and effect, except as specifically amended herein.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 10 day of November, 2015.

WITNESSES:

OCEANIQUE OCEANFRONT
CONDOMINIUM ASSOCIATION, INC.

Mary Rosenthal
Printed Name: MARY ROSENTHAL

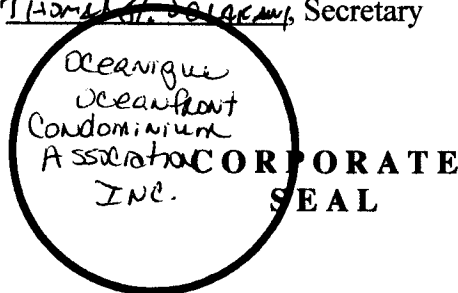
By: Susan M Mathews
Susan M Mathews, President

Nancy L Watt
Printed Name: NANCY L. WATT

Richard DeGaetano
Printed Name: RICHARD DEGAETANO

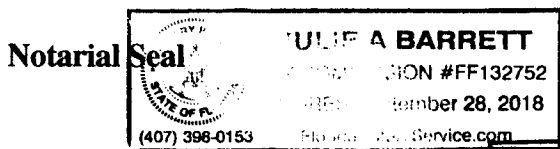
By: Thomas A. Sebastian
Thomas A. Sebastian, Secretary

George Zerdian
Printed Name: GEORGE ZERDIAN



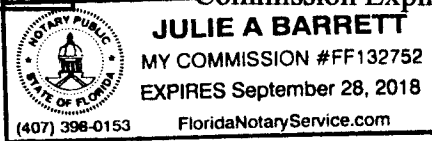
STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me on 11/10, 2015, by Susan M Mathews as President of Oceanique Oceanfront Condominium Association, Inc. [] who is personally known to me, or [] who has produced identification [Type of Identification: _____].



Julie Barrett
Notary Public
Printed Name: Julie Barrett
Commission Expires: 9/28/18

STATE OF FLORIDA
COUNTY OF ST. LUCIE

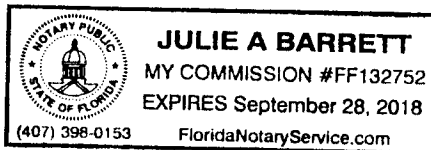


The foregoing instrument was acknowledged before me on November 10, 2015 by Thomas Sebastian as Secretary of Oceanique Oceanfront Condominium Association, Inc. [] who is personally known to me, or [] who has produced identification [Type of Identification: _____].

Notarial Seal

Julie Barrett
Notary Public
Printed Name: Julie Barrett
Commission Expires: 9/28/18

Record and Return to:
Deborah L. Ross, Esq.
Ross Earle Bonan & Ensor, P.A.
P.O. Box 2401
Stuart, Florida 34995



SCHEDULE A TO BY-LAWS**RULES AND REGULATIONS FOR****OCEANIQUE OCEANFRONT CONDOMINIUM ASSOCIATION, INC.**

The following Rules and Regulations supplement those contained in the Declaration of Condominium for OCEANIQUE OCEANFRONT 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, appurtenant to his Unit as Limited Common Elements.

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.

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; provided, however, nothing shall prevent a Unit Owner from displaying one (1) portable, removable United States flag in a respectful way. In addition, any unit owner may, on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day, display in a

respectful way portable, removable official flags, not larger than 4-1/2 feet by 6 feet, that represent the Unit States Army, Navy, Air Force, Marine Corps or Coast Guard.

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. Unless prohibited by local code or ordinance, 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, or the animal's owner) except when they are hand carried, 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, guest, 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 the 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 damage 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, to the Primary Institutional First Mortgagee, or the Unit owner by the Developer or the Primary Institutional First Mortgagee until they are conveyed. They shall apply, however, to all other Owners and occupants of Units.

22. Open Houses for any purpose, including but not limited to open houses for the purpose of selling or renting Condominium Units, are strictly prohibited.

23. Pursuant to Article 16, Section 16.1 of the Declaration of Condominium, each residential unit shall be used as a residence only.

Since the Oceanique Condominium property ("the Property") is zoned for residential use only, the conduct of any commercial business anywhere on the Property is strictly prohibited. For purposes of the Declaration and these Rules, a "commercial business" is defined as an activity in which a person or entity is engaged in the delivery of goods, property, or services for the pecuniary benefit of the person or business entity dealing in those goods, property, or services. Examples of such prohibited activity include, but are not limited to, meeting or consulting with clients, including residents, anywhere on the Property; selling merchandise from a Unit that involves the receipt or shipment of goods; providing a service with or without immediate charge for the purpose of attracting future commercial business.

Exceptions. The following activities are exempt from this rule: 1) the owner of an Oceanique condominium Unit may engage in necessary business activity on the Property in connection with the sale of that Oceanique condominium unit, and 2) a Unit owner or resident is not precluded from doing business-related work in his/her home office located within that person's condominium Unit so long as such business-related work does not include meeting clients/customers/business associates on the Property, or receiving shipments of goods at the Property.

24. The Community Room, which is located on the ground floor of Building B, may be reserved by Unit Owners for their private use to conduct a social gathering by making written application to Elliott Merrill Management Co. (EMCM) at least 30 days prior to the desired date for such social gathering. The application should include the number of expected guests and other relevant details about the party, including the hours for the desired reservation. The completed application will then be transmitted by EMCM to the Association's Board of Directors for its approval. Guests of the sponsoring Unit Owner are not permitted to use any other facilities on the property (e.g. the swimming pool, jacuzzi, tennis courts), but invited guests to the social gathering may use the beach. The sponsoring Unit Owner will be responsible for cleanup and for the cost of repair of any damages beyond the amount of the required security deposit.

Unit Owners may reserve the Community Room for any day except for the following holidays and the two (2) calendar days immediately before and after such holidays: New Years Day; Martin Luther King Day; Washington's Birthday/President's Day; Easter Sunday; Memorial Day; Independence Day; Labor Day; Columbus Day; Veterans Day; Thanksgiving Day; and Christmas Day.

25. All inquiries from owners concerning the business of the Association must be made in writing, addressed to the Board of Directors ("BOD"), and sent by certified mail to Elliott Merrill Management Co. Within thirty (30) days after receipt of the written inquiry, the BOD shall respond to the Unit Owner's inquiry in writing, and the response shall either provide a substantive response to the inquiry, notify the inquirer that a legal opinion has been requested, or notify the inquirer that information has been sought from a governmental entity. If a legal opinion is sought or if information must be received from a governmental agency, then the BOD shall respond to the inquiry in writing within sixty (60) days of receipt of the inquiry. The Association is obligated under this rule to respond to one written inquiry from each owner within a given thirty (30) day period.

Definition of "Written Inquiry" – For purposes of this rule, a "written inquiry" shall be defined as a single question without subparts. Multiple questions or single questions with multiple subparts will be regarded as additional inquiries and responded to individually in subsequent thirty (30) day periods.