

TWIN TOWERS HOA, INC.

ARCHITECTURAL & BUILDING REQUIREMENTS

SECTION 1 A Condominium

A condominium is a form of ownership of real property that is created under the Condominium Act and is comprised of units owned individually by one or more persons together with joint ownership of and undivided share in the “common elements.” The term condominium refers to the grouping of three distinct parts, which includes the condominium unit, the “common elements” and the condominium Association. The first part is exclusive ownership of a single unit, the second part as tenants-in-common with others, of common areas; and the third part is an agreement or scheme among owners for the management and administration of the total condominium property.

SECTION 2 Association Responsibilities

2.1 ADMINISTRATION

The Board authorizes the property manager to act on behalf of the Board in the review, approval and inspection of work performed under this Architectural and Building Standards policy. Management is responsible to advise the Board of the enforcement of architectural guidelines and to inform and assist owners in the compliance of these guidelines.

A. Neither the Manager nor the Board nor any Director shall be liable to the Association or to any owner or to any other person for any loss, damage or injury arising out of or in any way connected with the performance of the Manager’s or Board’s respective duties, unless due to the willful misconduct or bad faith of the individual, as the case may be. Neither the review process, nor its approval of any plans or specifications shall be deemed approval of structural safety, engineering soundness, or conformance with building, zoning or other codes.

B. The Board of Directors, in its sole and absolute discretion, may authorize variances from compliance with any of the Architectural and Building (including, but not limited to, restrictions upon height, bulk, size, shape, floor area, placement of structures, set-backs, colors, materials, or similar restrictions) when circumstances such as hardship, aesthetic, environmental or other consideration may warrant. Such variances must be evidenced in writing and must be signed by at least a majority of all the members of the Board. If the Board grants a variance, no violation of the restrictions shall occur with respect to the matter for which the Board granted the variance. Nevertheless, the granting of a variance shall not operate to waive any of the terms and provisions of the restrictions for any purpose except as to the specific property and particular provision and in the particular instance covered by the variance. Any variance of the type described relates only to the architectural provisions or the Design Guidelines, as applicable, and does not relate to any federal, state or local laws, ordinances, Rules or Regulations concerning any of the matters described above.

2.2 PURPOSE

To preserve and protect the integrity of the “common” and “limited common property” of the Association and to insure that a uniform appearance is maintained. To assure and enhance the peaceable enjoyment and living conditions of our residents.

2.3 JURISDICTION

The jurisdiction is limited to the “common elements“, “limited common elements” (common elements set aside for the exclusive use of an owner i.e. balconies and individual units only as provided by law for that which involves the structural integrity of the buildings, their mechanical elements, and appearance of the common elements or to that which may affect the peaceable enjoyment of an adjoining unit.

2.4 SCOPE

This document is supplemental to the “Declaration of Condominium,” “Articles of Incorporation” and the “Rules and Regulations of the Association”. The intention of this document is to introduce language where the “Documents” are silent or permissive, to clarify ambiguous language in the Documents and to expand language in the “Rules and Regulations,” as it may relate to this document. The Architectural Guidelines should be used as a partner to and in conjunction with these documents.

These Guidelines may be amended or revised at any time by Association Board of Directors.

SECTION 3 Unit Work Requiring Approval

3.1 BUILDING EXTERIOR ALTERATION

The unauthorized alteration of the exterior of any building in any manner is strictly prohibited. The alteration of any “common element” of a condominium has specific legal requirements as established by the Association Documents and Florida statute and a prescribed method of approval must be adhered to. All requests to alter a “common element” or “limited common element” must first be submitted in writing to the Board of Directors and delivered to the Association office by U. S. mail or in person.

3.2 PRIVATE DWELLING ALTERATION

Article XVIII of the Declaration of Condominium of Twin Towers, A Condominium reads:

“No owner of a PRIVATE DWELLING shall permit to be made any structural modifications or alterations in such PRIVATE DWELLING without first obtaining written consent of ASSOCIATION which consent may be withheld in the event that a majority of the Board of Directors of said ASSOCIATION shall determine in

their sole discretion, that such structural modifications or alternations would adversely affect or in any manner endanger the condominium in part or in its entirety. If the modifications or alterations desired by the owner of any PRIVATE DWELLING involve the removal of any permanent interior partition, ASSOCIATION shall have the right to permit such removal so long as the permanent interior partition to be removed is not a load bearing partition, and so long as the removal thereof would in no manner affect or interfere with the provision of utility or other services constituting COMMON PROPERTY located thereon. No owner shall cause any improvements or changes to be made on the exterior of the CONDOMINIUM, including painting or other decoration, or the installation of electrical wiring, television antenna, machines or air conditioning units which may protrude through walls or roof of the CONDOMINIUM, or in any manner change the appearance of any portion of the building not within the walls of such PRIVATE DWELLING, without the written consent of ASSOCIATION first being obtained.”

Prior to commencement of any alteration of, or addition to, any residence or improvement or reconstruction of a residence, the written plans and specifications shall be submitted to the Board of Directors and/or its agent, and construction thereof may not commence unless and until the Board and/or its agent has given written approval to such plans and specifications. Alterations and/or additions include, but are not limited to the addition of, movement of or removal of exterior windows, interior walls, plumbing or electrical service, installing kitchen, bath or other built-in cabinetry, replacement of HVAC condensing units or other work which in any way affects the perimeter walls of the subject unit or the way in which the unit connects to Common Element plumbing or electric service.

The Board and/or its agent shall have the power to approve or disapprove plans and specifications submitted for its approval based on considerations of whether the request conforms to or violates the Documents or Architectural and Building Guidelines, or their intent, changes the functionality of mechanical elements, changes the appearance of any structure or other considerations as the Board may adopt from time to time.

The Board and/or its agent reserves the right (but not the obligation) to inspect unit work at any time during normal construction hours and to require the contractor to demonstrate that all aspects of the work substantially comply with the terms of Unit Work request. The Association’s right to inspect exists even if no breach of these Standards is suspected. The Association will endeavor to conduct such inspections with the contractor present but may also inspect at any time of the day or night following receipt of complaint by any other Association member or with reason to believe there exists other Standards violations.

If no request for approval is submitted, approval shall be deemed to be denied.

3.3 GROUNDS

The unauthorized alteration of the grounds of the Association in any way is strictly prohibited. This shall include but not limited to the planting, removal, trimming or alteration of any plants, shrubs, trees or flowers or the placing of any pots, lawn ornaments or personal items in any of the planting beds surrounding any building.

3.4 ROUTINE MAINTENANCE OR DECORATING

Prior authorization is not required for the routine maintenance or minor decorating of the unit, including but not limited to paint (including repair of existing wall and ceiling surfaces), replace existing carpet, replace light fixtures, install or replace shelves and closet doors, and replace existing kitchen appliances. It is expected that all Unit Work will be done in compliance of all other requirements of these Standards, including but not limited to appropriate work times, protection of common elements, and removal of debris from Association premises. If an owner is uncertain whether prior approval is required for contemplated decorating, the unit owner may contact the Administration office.

3.5 FAILURE TO COMPLY WITH ARCHITECTURAL REVIEW PROCESS

Any construction, addition, or alteration of structure, requiring the approval of the Board, which the Board does not approve in addition to other remedies, will result in the right of the Association to remove the non-approved change at the expense of the owner. Prior to removal of the non-approved change, the Board shall request, in writing, removal of the change by the owner and shall allow no less than seventy-two (72) hours for the owner to complete the removal.

SECTION 4 Application Process

4.1 REQUEST FOR UNIT WORK

The Unit Owner shall make written request to the Board utilizing the "Request for Unit Work" form provided by the Association. Request for Unit Work should be provided no less than 10 days prior to the commencement of any Unit Work. The request will include a detailed description of the work to be completed, contact information for the person performing the work, a diagram (for remodel), and other pertinent information.

4.2 INDEMNIFICATION

As part of the Application Process, Unit Owner(s) shall indemnify and hold harmless the Association, the Board, its officers, directors, employees, and contractors for any cost, losses, damages, or expenses arising from Unit Owner failure to obtain necessary permits and licenses and acknowledging owner's sole responsibility for completion of the Unit Work in a manner satisfactory to the Unit Owner.

4.3 CONTRACTORS' INSURANCE

Certificate of liability insurance and Workers Compensation Insurance is required for all contractors furnishing Unit Work in amounts as may be deemed reasonable by the Board.

4.4 COPIES OF ISSUED PERMITS

Copies of all City of Cocoa Beach and other governmental licenses and permits issued in connection with the Unit Work should be attached. The Unit Owner is responsible for obtaining any and all permits and licenses legally required in order to allow the Unit Work to be done.

The Board's decision to grant permission to complete work is not and shall not be construed as the Board's determination that all necessary permits and licenses for the Unit work have been obtained (or that none need to be obtained), and the Board and Association shall have no liability whatsoever to the Unit Owner, or Unit Owner's contractors, or any successor in interest to the Unit Owner, in the event that a competent government authority later determines that a permit was not properly issued for Unit Work permitted under these guidelines.

SECTION 5 General Guidelines & Requirements for All Unit Work

5.1 SELECTION

The selection of a contractor is at the discretion of an individual owner. However, the hiring of a general contractor, project manager or tradesman does not negate the responsibility of the owner to assure adherence to the Association Rules & Regulations and/or the Architectural and Building Guidelines.

5.2 LICENSING AND CODE REQUIREMENTS

All Unit Work shall be rendered in compliance with all applicable building, fire, health and safety codes in effect at the time of the work. The Unit Owner shall make an independent evaluation of whether applications for permits or licenses are required for any governmental authority and shall at the Unit Owners' sole cost obtain all such permits and licenses that may be required. No action or inaction on the part of the Association personnel or contractors, shall be deemed substitute for required permits or licenses or a determination that the work has in fact been done in accordance with applicable codes. The Unit Owner shall at all times be solely responsible for the legal compliance of Unit Work and the completion of Unit Work in a manner that is satisfactory to the Unit Owner, including compliance by Unit Owner contractors with these Guidelines.

5.3 MAINTENANCE REQUIREMENTS

The following guidelines shall apply to all work of every nature performed whether by a Unit Owner or by a contractor on behalf of a Unit Owner. It is the Unit Owner's obligation to ensure that all contractors are aware of all Association construction rules and all communications from Management during the course of the Unit Work. A contractor's lack of knowledge of a guideline shall be no defense to the Association's right to enforce any or all remedies it may have under these guidelines. The Unit Owner shall be responsible for each breach of these Rules by his contractor, including but not limited to costs and expenses of remedy following breach and fines, if any.

A. The staging or storing of building materials, tools or other personal items in any hallway, walkway or stairway or upon any common property of the Association at any time is strictly prohibited. All material must be staged within the confines of the unit.

B. The cutting or sawing of material must be done within the confines of the unit or limited common element of the unit. The use of walkways, stairways or hallways for this purpose is strictly prohibited. The parking area may be used for this purpose, however it is the responsibility of the person or persons performing the work, and not the Association, to remove any and all debris, dust or residue by whatever means necessary. This shall be performed as frequently as necessary to maintain the appearance of the area, however this must be done no later than the end of each workday.

C. The removal of materials due to demolition is understood and expected. However, measures must be taken to prevent damage to common elements including stair treads and floor coverings. All subsequent repairs and costs to repair any and all damage shall be the responsibility of the individual owner. All debris, dust or residue must be removed from walkways, stairways, hallways and all common areas immediately by any means necessary. The use of the Association dumpster is **strictly prohibited**. All construction and repair trash must be removed **daily** from the premises including any boxes, packing material, appliances, furniture or residual material. It is the responsibility of the owner or contractor to arrange for the disposal of these items. The placing, staging or storing of these items anywhere on the grounds is strictly prohibited.

Contractors or residents utilizing “Bagster” waste bags for disposal of construction debris must contact the Administration office for coordination of the “Bagster” location.

5.4 SAFETY

It shall be understood that it is the responsibility of each Unit Owner and his agent to utilize prescribed safety methods and requirements as may be mandated by local, state and federal agencies to assure the safety of all residents and to preserve and protect the Common Property of the Association.

5.5 HOURS OF WORK

Unless work is being performed to address an immediate plumbing or electrical emergency, work shall NOT be performed before 8:00 A.M. or after 8:00 P.M. Monday through Saturday. No work shall be performed during on Sunday or legal holidays.

5.6 ACCESS

The Association is not responsible for providing building or unit access. Owners or residents are responsible to coordinate building and unit entry. Exterior doors are not to be propped open.

5.7 PARKING

Contractor vehicles are not to be left in fire or tow-away zones. Contractor vehicles are to be parked in visitor parking or large vehicle parking spaces. Vehicle left unattended in unauthorized locations will be subject to towing.

SECTION 6 Required Element Standards

6.1 AIR CONDITIONERS, SWAMP COOLERS AND FANS

- A. All window-mounted air conditioners, swamp coolers and window fans are prohibited.
- B. To ensure proper air flow of the condensing storage areas, condensing units installed for all floors, with the exception of the sixth floor, are to be horizontal discharge units. As an alternative, proper ducting can be completed to accommodate the “horizontal” discharge of the outgoing air. Condensing units for sixth floor units may be any style. A diagram of the Condenser Storage Room and properly installed HVAC condensing unit examples is provided as Exhibit (1)

6.2 AWNINGS, SUNSHADES & UMBRELLAS

- A. Retractable awnings, sunshades and umbrellas are not permitted on unit balconies or patios.

6.3 WINDOWS & SLIDING GLASS DOOR REPLACEMENT

ALL NEW WINDOWS AND SLIDING GLASS DOORS MUST BE APPROVED BY MANAGMENT PRIOR TO ORDERING THE MATERIALS.

To maintain a uniform appearance of our structures, all windows and sliding glass/patio doors must be replaced with windows and doors of the same size, and a type and appearance specified by the Board of Directors. The reduction, expansion, elimination or alteration of any window or exterior door opening is an alteration to a “common element” and is strictly prohibited.

Unit Owners are responsible to ensure that all areas affected by window replacement, including walls, floor, etc. are returned to their original condition, up to and including concrete repair and surface paint. The Association will provide the paint should the area around a newly installed door require touch-up paint.

A. STYLE, SIZE AND COLOR REQUIREMENTS

All New Windows & Sliding Glass Doors:

- All windows and sliding glass doors must meet current building and/or hurricane requirements, as applicable.
- Windows & sliding glass doors must handle wind load of 140 mph pressure.
- Windows & sliding glass doors must have impact resistant glass or hurricane shutters.
- All frame is to be white aluminum or vinyl and shall not contain decorative mutton dividers. Frame shall be 1 3/4" x 4" x 3/8" thick.
- All windows and sliding glass doors must slide horizontally.
- Each window or sliding glass door will consist of two panels only. See Exhibit 2
- White caulk must be installed on the inside and outside of the framing.
- All sliding glass door and window screen material shall be black with a white frame.

Replacement Balcony Enclosure Windows:

- Enclosure window design will consist of three (3) or (4) stationary windows across the top and three (3) or four (4) horizontally sliding windows across the bottom, depending on the size of the window opening. See Exhibit 3
- For proper drainage, a continuous sill pan shall be used under the main frame.
- A fixed stationary "store-front" style glass to be installed on the top of each section
- Window shall include three or four panels based on size of window opening
- Areas between rail bottoms are to clear glass panes, approximately measuring 5" x 7". Panes are not to be painted. No decorative trellis or fence style material may be permanently adhered to the rail.

B. WINDOW MAINTENANCE

As prescribed in our documents the maintenance, cleaning and replacement of windows and patio doors in each unit is the responsibility of the unit owner.

Rollers on patio doors should be maintained or replaced as necessary to assure quiet operation as not to unnecessarily disturb your neighbors residing in the unit below.

C. WINDOW TINTING

Glass options for new window or sliding glass door installations are clear or gray single glazed insulated or Low-E 366 or Low-E 240 insulated only.

Existing clear windows requesting the installation of a window film (tint) will be considered, provided the tint color is consistent with the current color or glaze of newly installed windows. A copy of the film will be required with the application package to make a visual verification of the effect on the windows. No reflective mirror materials may be used.

Window film must be repaired or replaced as needed upon deterioration of the film.

SECTION 7 Balcony & Patio

The balcony of any unit is “limited common property”. The alteration or enclosing of any balcony with glass, vinyl, screening or any other material is strictly prohibited.

It has been recognized that the installation of framing materials for glass or screened enclosures may impact the integrity on the concrete structure of the balcony. To reduce punctures in the concrete which may allow water intrusion, the Association will not allow requests for new window or screened enclosures.

Balconies and patios should not to be used for storage areas or clutter. Foliage maintained on an open-air balcony must be no higher than the balcony rail. Each resident must remember that the upper balconies are seen by everyone and the enclosed patios are seen by the residents who live above.

7.1 BALCONY FLOORS

- A. Balcony Floors – **Enclosed Units** – no permanent coverings may be affixed to the concrete floor of the balcony structure. In order to perform routine inspection and repair of the balcony structure, the Association must be able to access the area. Carpet may be laid without tack strip, etc. It is recommended that paint be oil-based to adhere to the sealant of the balcony floor.
- B. Balcony Floors – **Open-Air Units** – paint of the owner’s selected color may be used for the covering of the cement floor. The visible exterior of the balcony (including the railings and the sides of the balcony floor) must be consist with the color of the buildings. It is recommended that paint be oil-based to adhere to the sealant used on the balcony.

7.2 BALCONY/PATIO WALLS

To protect the integrity of the concrete structure of the building walls, no items may be hung on open-air balcony walls or partitions. Balcony partitions are not to be painted with murals.

No permanent coverings may be affixed to the walls of an enclosed balcony structure. In order to perform routine inspection and repair of the balcony structure, the Association must be able to access the area.

7.3 BALCONY CEILING FANS

The installation of ceiling fans on an open-air balcony is prohibited. The installation of ceiling fans on enclosed balcony is permitted. It shall be the responsibility of the unit owner to maintain the fan.

SECTION 8 Exterior Light Fixtures

8.1 BALCONY & PATIO LIGHTS

Balcony & Patio light fixtures are considered common elements of the Association. To maintain continuity of the exterior façade _ shall be installed on any balcony or patio. Fixtures must remain in their original location. The Association will provide replacement fixtures as needed.

SECTION 9 Fire Safety Fixtures

The building is equipped with a central fire system. This means that all common area and all unit smoke detectors, alarms and sprinkler system elements are wired into a central fire panel. The system is monitored by a fire monitoring company which receives alarms and dispatches emergency fire services.

The system is periodically inspected as required by law and is maintained by the Association. The central fire system is a common element and a common expense of the property. UNDER NO CIRCUMSTANCES should any fire safety element within a unit or the central fire system panel located in each lobby be tampered with or reset by a resident.

If damage to any element of the central fire system, whether within the common area or within a unit, is found to be caused by a resident, the resident will be responsible for the repair or replacement of that part of the system.

9.1 Fire Alarm Horns

Fire alarm horns have been installed in each owner unit. The alarm will sound should any device within the building indicate a potential emergency situation. Never disconnect or tamper with a fire alarm horn located in your unit as this could result in the Fire Department being dispatched and a fine being issued.

9.2 Fire Sprinklers

The sprinkler system is heat sensitive and will trigger at high heat temperatures. Never disconnect or tamper with a sprinkler head as this could result in the Fire Department being dispatched and a fine being issued.

9.3 Smoke Detectors

Do not detach any smoke detector from the wall or any other component of the fire alarm system, since this will cause the system to go into a “trouble” mode which will dispatch the Fire Department and will require a service call to repair the damaged element.

Fire systems can be very sensitive. Maintenance such as light sanding of drywall, removal of tile and other maintenance work can trigger an alarm which will cause the Fire Department to be dispatched. This is an avoidable situation and may result in fine levied by the Fire Department

that the unit owner, resident or contractor will have to pay. It is the responsibility of the unit owner and their contractor to get instructions how to avoid this situation. If work is being done in your unit that makes it necessary to take your smoke alarms out of service for the day, please contact the office to coordinate with the monitoring company.

SECTION 10 Hurricane Shutters

Florida statute 718.113.C.5 grants the right of a homeowner to install hurricane shutters and shall not be deemed to be an alteration to a “common element”. This provision does not exclude the right of an Association to mandate style, type and color requirements.

10.1 SHUTTER STYLE

All shutters must be white in color. Aluminum “Roll-Down” style self-contained shutters or “Accordion” style shutters shall be used on sliding glass door openings. Aluminum “Roll” style shutters shall be used on all bedroom window openings and enclosed balcony windows. All shutter installations must meet applicable code.

Support guides for roll-down style shutters may be installed consistent with the frame of the window.

See Exhibit 4

10.2 SHUTTER LOCATION

Shutters may be placed on any window or sliding glass door. The style shall be consistent with the standards described in 9.1 above.

10.3 SHUTTER MAINTENANCE

The maintenance and operation of hurricane shutters shall be the responsibility of the individual unit owner and shall be maintained to assure an attractive appearance. To maintain acceptable appearance standards or for the purpose of color continuity, the Association reserves the right to paint any hurricane shutter.

SECTION 11 Miscellaneous

11.1 UNIT ENTRANCE DOORS

The entrance door to an individual unit is not deemed “common property.” The replacement of an entrance door may be performed at the Unit Owner’s discretion. It is the Unit Owner’s responsibility to ensure the unit entrance doors comply with all building, fire, health and safety codes. These codes may include, but are not limited to, a fire rating and the requirement that the door have an automatic return or spring hinge.

Note! The maintenance and replacement of knobs and locksets is the responsibility of each individual owner, however an additional key must be provided to the Association for emergencies and pest control purposes.

11.2 REMOVAL OF WALLS

The removal of any full or partial wall structure within an Owner’s Unit is prohibited without prior authorization of the Association.

11.3 PLUMBING AND ELECTRICAL WORK

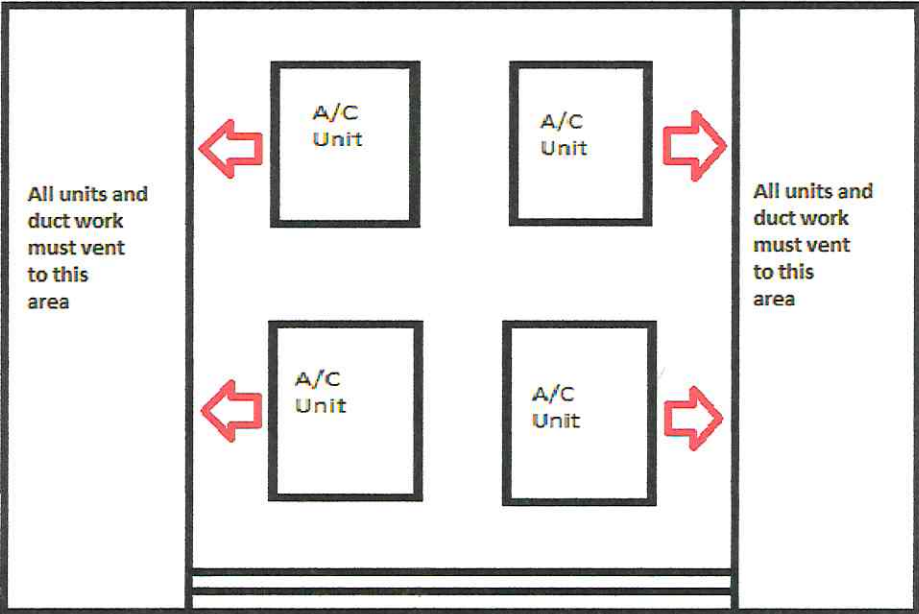
All plumbing and electric work shall be performed by a craftsperson licensed in their trade. The installation of new toilets, showers, sinks, and dishwashers may require replacement of a shut off valve.

11.4 TRENCHING, INTRUSION OF FLOORS OR CEILINGS

Trenching or intrusion through the floor or ceilings within an Owner’s Unit is prohibited without prior authorization of the Association.

EXHIBIT 1

Condenser Storage Room



Air intake occurs through slats in main HVAC condenser storage area



Horizontal Discharge Unit



Duct Work

EXHIBIT 2

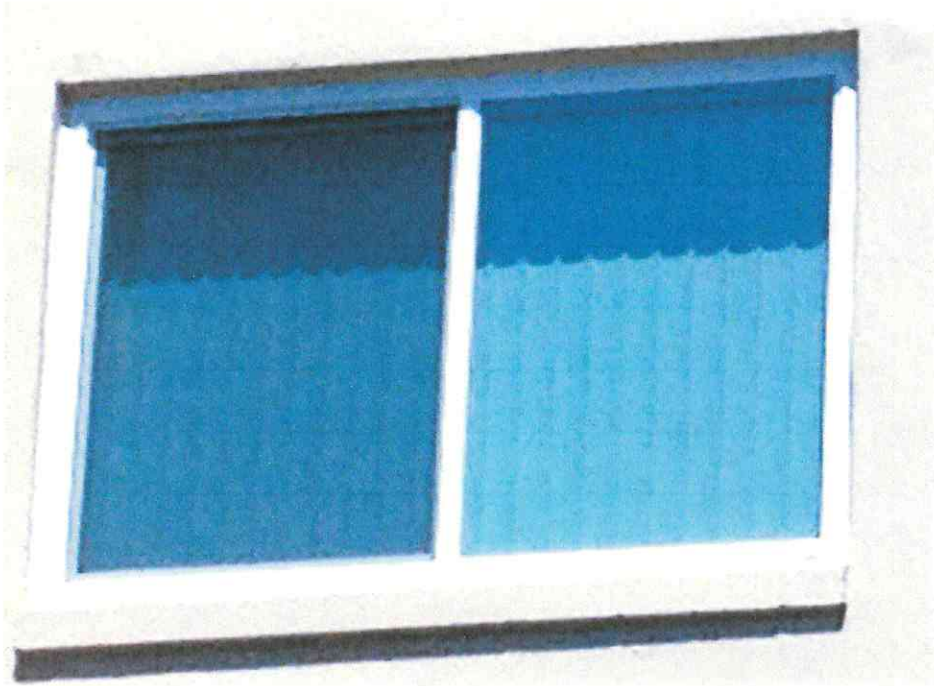
Replacement Window Design

A. Sliding Glass Doors – two doors only, one screen



Replacement Window Design, continued

B. Bedroom Windows – one bedroom unit



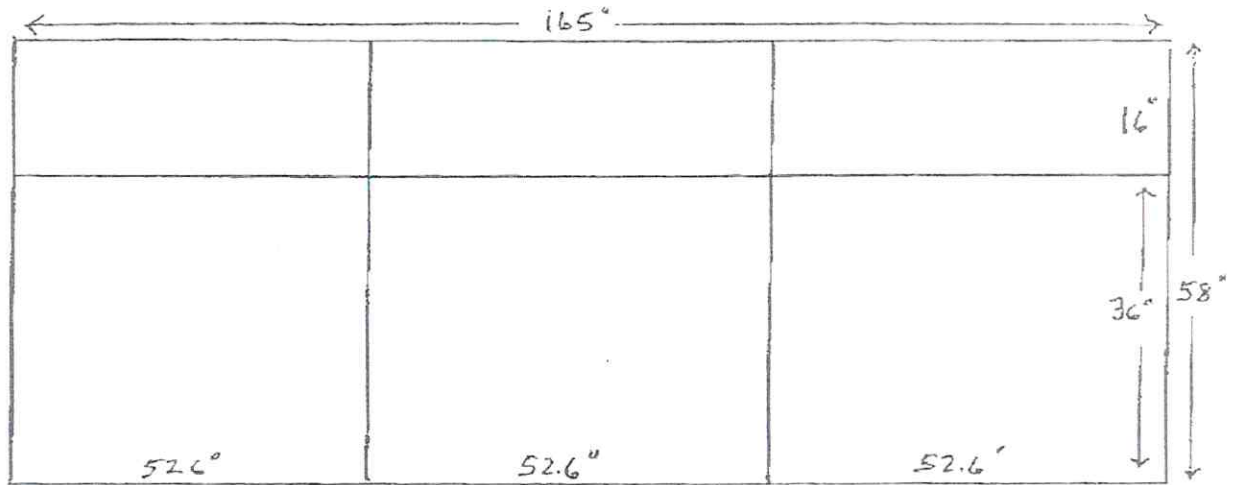
C. Bedroom Windows – two bedroom unit



EXHIBIT 3

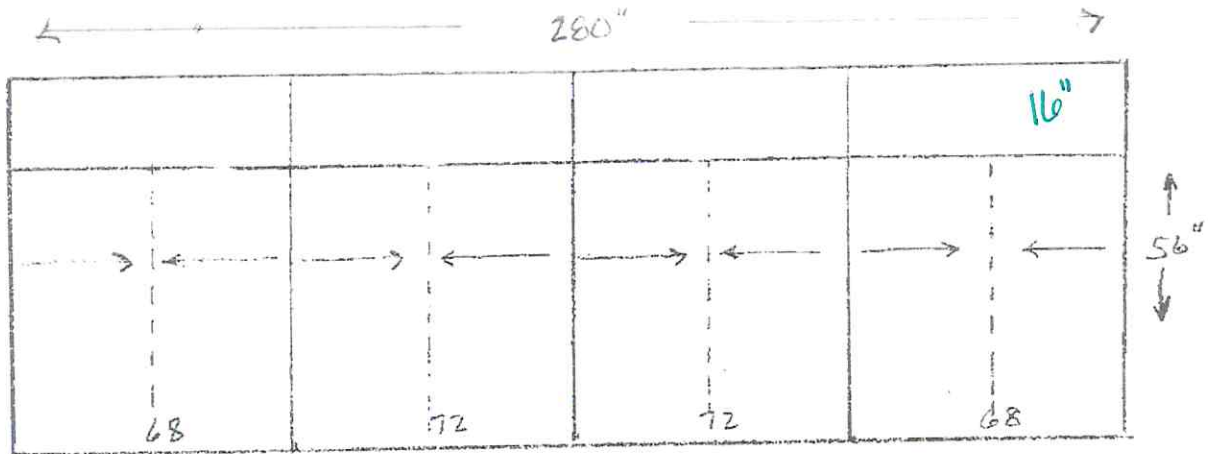
Enclosure Window Design

A. Small Balcony Enclosure – three windows required as depicted in diagram & photo



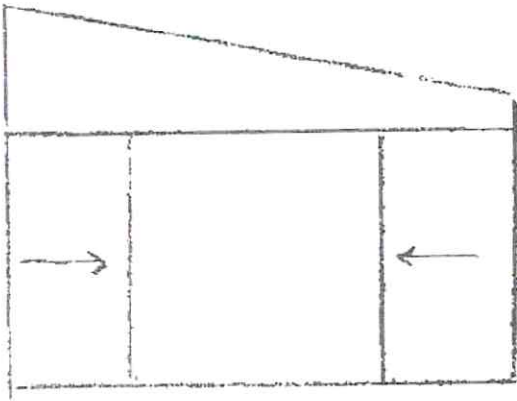
Enclosure Window Design, continued

B. Large Enclosure Windows -- four windows required as depicted in diagram & photo



Enclosure Window Design, continued

C. Side windows as depicted in diagram and pictures (end unit with enclosure)



D. Enclosure Side window (mid-building unit)



EXHIBIT 4

Hurricane Shutter Styles



Accordion Style Shutter – authorized for sliding glass windows only



Sliding Glass Door



Bedroom Window

Roll Style Shutter – authorized for sliding glass door and bedroom windows

Hurricane Shutter Styles, continued

**Balcony Enclosures -- Roll-Down Style Shutters
with support consistent with window frame**

