

**RULES AND REGULATIONS OF A GENERAL NATURE
OF
HARBOR HOUSE, 174 GOLDEN GATE POINT ASSOCIATION INC.**

The following rules and regulations of 174 Golden Gate Point Association (the "Association") shall be known and cited as the "Rules and Regulations" or these "Rules."

These Rules and Regulations are adopted pursuant to the Declaration of Condominium, the Articles of Incorporation of the Association, the By Laws of the Association and the Condominium Act of Florida, FL Stat. Chapter 718 et. Seq. (collectively, the "Governing Documents").

These Rules and Regulations shall govern the use of the condominium units, limited common elements and common elements in the building owned by the Association (the "Building") and the conduct of all Unit Owners, guests and tenants therein.

These Rules and Regulations may be adopted, amended or repealed by the Board of Directors as appropriate, pursuant to the authority of the Governing Documents.

USE OF UNITS

a. Loud and objectionable noises which includes the use of musical instruments, radios, televisions and amplifiers and noises from pets or obnoxious odors that may disturb other residents will not be permitted. Quiet hours will be observed from 10:00pm to 8:00am.

b. Unit Owners may invite personal friends or relatives to occupy their unit during their absence so long as the arrangements prove agreeable to other Unit Owners. Guests, including relatives, may stay no longer than three months per every 12 months in an Unit Owner unoccupied unit (with the exception of caregivers).

c. For all disposal of garbage, the Unit Owner or tenant (collectively, the "Occupant") must use waterproof and secured/tied bags for garbage that will be placed in the dumpster. The disposal in the unit sink may not be used for any of the following: greases of all kinds, bottles, coffee grounds, banana peels, corn husks, celery, artichokes or other fibrous vegetables. At no time should paint or other building material be put in any drain.

d. All rules for recycling must be complied with according to the city ordinances by all units. A copy of the current rules is attached for reference, but these rules are subject to change at any time by the city.

e. Window maintenance and all maintenance on equipment within an unit is the responsibility of the Unit Owner of the unit.

f. Occupants, upon leaving the unit for substantial time (leaving the unit empty for months), should notify the Management Firm. Those leaving may want to pull the plug on the water heater

and turn the water off to eliminate any possible damages to units below in case of water leaks. For safety, this will also alert the Management Firm that no one should be in your unit.

g. It is strongly suggested that sound proofing material be placed in kitchens and bathrooms in addition to rubber tips on breakfast room and porch furniture, principally chairs, to eliminate the sound transmission to the unit below yours.

h. Current keys to all units must be in the box in the common room and the fire box for the city. They will be used for emergencies only.

i. Permitted use of units is for single family residency only. Occupancy rules shall comply with city and county occupancy and housing rules which state a maximum of four people per two bedroom units and six people per three bedroom units.

j. A unit shall not be used for any business which might cause increased traffic, higher insurance rates, loud noises, smells, disturbances or illegal activity etc.

k. Signs, advertisements, posters or notices of any type, including rental or sale signs, are prohibited in all parts of the common elements, including the garage area. Notices displayed in common areas require approval of the Board of Directors.

l. Occupants and guests shall not permit any act or condition which will increase insurance rates, cause a fire hazard, cause damage, interfere with the rights of others, be considered immoral, improper or unlawful use of a unit or the common elements.

m. Each Occupant shall maintain the unit and all common elements in a clean, safe and sanitary manner and shall not interfere with the peaceful possession and proper use of the Building and its property by its residents. No littering is permitted. No Occupant or guest shall allow any rubbish, refuse, garbage or trash to accumulate in places, other than the designated receptacles provided (dumpster and recycling carts) or fail to keep any unit, limited common area appurtenant thereto or any common element in a clean and sanitary condition at all times.

n. The Board of Directors shall have the right to enter each unit for maintenance inspection, repairs, emergencies and determinations of compliance with these Rules and Regulations and the Governing Documents. Such entry will be done AT ALL REASONABLE HOURS AND WITH NOTICE. Occupants that have installed deadbolts or second locks MUST deposit a duplicate key with the Board of Directors. The Association will not be responsible for damage caused by forcible entry in any emergency.

o. Commercial solicitation within the Building or the garage area for any purpose is prohibited. Violations should be reported to the Management Firm or the Board of Directors.

p. No hanging of any laundry, garments or unsightly objects in any place shall be visible from outside the unit which includes all common elements.

q. All Unit Owners are responsible for supplying keys to their unit for their guests in their absence. The Board of Directors, the Management Firm or other Unit Owners are not responsible.

r. For the safety of children visiting or living in the units and also for consideration of others, children should not be permitted to use any common element as a playground.

s. In order to perform pest control, health and safety inspections and for the security and safety of all Occupants, it is essential that there be a current central record by which each unit occupant may be identified, located and the unit accessed. For these reasons, each newly arrived tenant shall be registered within twenty-four (24) hours with the Management Firm who will maintain the register. Each Occupant shall deposit with the Management Firm keys to the unit to any and all locks in any way installed on the unit entry during occupancy.

t. Unit Owners are required to promptly make repairs to any damages to their unit that would adversely affect the cost of operation of the Building for the Association.

PETS

a. There shall be no pets allowed, except parakeets and canaries or small marine animals kept in aquariums. Certain pets and/or animals that belong to original Unit Owners have been "grandfathered in." An Unit Owner maintaining a housebound cat or caged non-chirping bird shall provide a photograph of the cat/bird with other information reasonably requested by the Association, including description of the animal, its name, weight and height. There shall be no replacement of these pets or permission given to sell or lease to anyone expecting to have pets. Tenants and their guests are not permitted to keep pets of any kind or size in their units.

VEHICLES AND PARKING

a. Because of a shortage of parking areas, each Occupant may not keep more than two cars on the property (including a second car and guest's cars). One car must occupy the allocated garage space which is marked with the unit number and the other car must be in the guest parking lot. Each Occupant (to include guests residing in the Building 14 days or more) must be registered with the Management Firm. Please inform your guests of these Rules. Repeat offenders shall have their car towed at the offender's expense. Vehicles not registered are subject to tow by the Board of Directors at the Unit Owners' expense.

b. It is prohibited for Occupants or their guests to park trucks, commercial vehicles with or without markings, house or boat trailers, or trailers of a type used for hauling or moving on the property. Also no motorcycles, boats, motor homes, campers or recreational vehicles shall be stored on the property at any time. No car parts, such as batteries, seats, tires etc, shall be stored in guest parking or an assigned Unit Owner parking space. The temporary parking of such vehicles by a repair or maintenance firm while working in the Building is not a violation of this rule. Parking shall be in prescribed areas only.

- c. The speed limit on the property is 5 miles per hour. Request friends and delivery firms not to blow horns or leave their car unattended in front of the Building entrance.
- d. Wrecked or damaged vehicles, vehicles with expired license plates or no plates, and/or vehicles otherwise inoperable or abandoned shall not be parked on the property. The Board of Directors will tow such vehicles at the Unit Owner's expense after a period of forty-eight (48) hours.
- e. No bicycles shall be kept on any floor and must not be in the elevator at anytime. All bicycles shall only be stored in the small common room across from the mailboxes. A key for this room may be purchased from the Management Firm.
- f. Excessive oil or transmission (any staining fluid) leaking vehicles must park on the street. Repair or cleanup of any common element, including the assigned parking space, will be charged to the Unit Owner.

DOCK AND SLIPS

- a. Use of the slips is on a first-come-availability as they are a part of the common elements. They are for Occupant and guest use only.
- b. A copy of the boat title showing the boat owner's name (Unit Owner, guests or tenant) shall be given to the Management Firm.
- c. The boat owner will provide proof that the Association is listed as an additional insured on the boat owner's insurance policy by giving a copy to the Management Firm.
- d. No commercial vessels shall occupy slips and no repair work will be done at the dock.
- e. No alterations may be made to the dock area or slips without Board approval.
- f. All boats must be properly secured in the slip according to Coast Guard rules. Any costs associated with damages done by a boat to the common element will be paid by the boat owner.
- g. In pending hurricane or threatening weather, boat Unit Owners must secure their boats with additional proper lines, reduce the chance of flying items and if required or necessary, move the boats to safer harborage. If a boat owner does not take these precautions, the Board has the right to get professional assistance to protect the common elements and units. The boat owner will pay all costs for such action.
- h. No revving of engines at the dock is permitted, as this erodes the sand bottom and could harm the pilings.
- i. Living aboard a boat in a slip is not allowed.
- j. Guests may use the docks during the day but will not be allowed to keep their boats overnight.

COMMON ROOM and LAUNDRY ROOM

- a. Anyone using the washers and dryers must operate them correctly.
- b. Doors and windows should be closed and locked after use by an Occupant. The air conditioning unit should be turned off, if turned on. The room must be cleaned and all trash removed and placed in the appropriate trash containers. All items will be put back in their proper places if moved. Keep entrance door to the laundry area locked at all times.
- c. The common room is not intended to be used as a storage room for anyone and should be kept in good order for various meetings held in the room. No personal items can be stored in common room or the laundry room.

INSURANCE

The Association's comprehensive insurance does not cover personal or third person liability within any unit.

SALES OF UNITS

- a. Prior to the sale, rental, lease or transfer of any unit to any person, partnership or corporation other than the transferor's spouse, family member or heir, the Unit Owner shall notify the Board of Directors, in writing, of the name and address of the party to whom the proposed sale or transfer is to be made, and such other information as may be required by the Board of Directors. A written request for approval of the sale, a signed and completed copy of the sales agreement, an "Application for Residence," and payment of the investigation on fee of \$25.00 must be supplied by the Unit Owner at least fifteen (15) days prior to the closing of a sale. All sales are subject to prior approval by the Board of Directors.
- b. The sale or transfer of a unit to a person who is acquiring it solely for rental purposes will not be approved by the Board of Directors. After one year of personal occupancy by a new Unit Owner, approval may be obtained for rental purposes as set forth below.
- d. The moral character of the proposed purchaser will be thoroughly investigated by the Board of Directors or the Management Firm and appropriate references required.
- e. Units cannot be occupied until the Rules and Regulations and relevant procedures have been complied with and written approval of the sale or transfer given by the Board of Directors.
- f. A unit may not be sold or transferred to a corporation.
- g. All applicants must be given a copy of the Governing Documents, except state or city laws. All required forms must be signed. The Governing Documents, except state or city laws, are available for purchase from the Management Firm.

h. The Management Firm and/or the Board of Directors will interview the proposed buyer and the Board of Directors shall have final right of approval of the sale or transfer, which will not be unreasonably withheld.

RENTALS OF UNITS

a. A letter of "Request to Rent," an "Application for Residence," and a complete copy of the lease signed by all parties concerned must be presented to the Board of Directors by the Unit Owner.

b. The moral character of the proposed tenants will be thoroughly investigated by the Board of Directors or the Management Firm and appropriate references required.

c. Units cannot be occupied until the Rules and Regulations and relevant procedures have been complied with and written approval of the lease is given by the Board of Directors.

d. The Management Firm and/or the Board of Directors will interview the proposed tenant.

d. A minimum of one year lease will be required for unfurnished units.

e. For furnished units, a minimum rental period of four months is required, with the understanding that only one such rental per year is allowed and only two such rentals will be approved within the Building at any one time.

f. Sub-leasing will not be permitted.

g. Lease renewals are to follow the same procedure as new leases, with the exception that the interview and investigation will not be necessary.

h. It is the responsibility of the Unit Owner of a rented unit to see that all Rules and Regulations of the Association are upheld by the tenant. If there is a complaint filed with the Board of Directors, the Unit Owner of the unit will be notified to correct the problem.

i. The Unit Owner shall require the tenant, and the tenant must expressly agree in the lease, to pay all necessary costs incurred by the Unit Owner or the Association in enforcing, by legal proceedings or otherwise, the terms of the lease, these Rules or the Governing Documents, including reasonable attorney fees. If the attorney costs or fees cannot be collected from the tenant, the Unit Owner shall be responsible for same. This provision in no way changes the provisions in the Declaration of Condominium concerning attorney fees or Unit Owners' obligations.

j. No Unit Owner shall lease his or her unit for less than the entire unit.

k. A Unit Owner shall require in any lease that the Declarations of Condominiums, Articles of Incorporation of the Association, the By Laws and the Rules and Regulations shall become part of the terms and conditions of any lease.

l. All tenants shall follow these Rules and the Governing Documents.

m. When an Unit Owner allows a family member to occupy the unit, the Unit Owner must give the Management Firm in writing the names of family members who are authorized to occupy the unit.

BOARD OF DIRECTORS

a. If one or more units are owned by more than one person in a family (example: husband/wife, sisters, brothers, friends) only one (1) Unit Owner may be on the Board of Directors.

ENFORCEMENT OF RULES AND REGULATIONS AND THE GOVERNING DOCUMENTS

a. All Occupants are requested to help with the enforcement of these Rules and the Governing Documents. All Occupants should report all violations to the Management Firm.

b. Violators will receive a citation and, at the sole discretion of the Board of Directors, may be fined up to \$50.00 per occurrence. Such fines will be the responsibility of the Unit Owner in the event that his/her tenant is in violation.

c. The schedule of fines shall be as follows:

a. First offense - warning

b. Second offense - \$50.00

c. Third offense - \$50.00

d. More serious violations such as speeding and/or creating a public nuisance will, at the discretion of the Board of Directors, result in immediate fines of \$50.00 and repeated offense at \$50.00 per occurrence.

MAINTENANCE FEES

a. Maintenance fees are due every three months from all Unit Owners and are established annually by the Association members during the annual budget meeting in January.

b. Maintenance fees are due the first of January, April, July and October. They are past due on the fifteenth of these months. A late fee of \$50 will be charged after that.

INDEPENDENT CONTRACTED WORKERS

a. Work is permitted only between 8 am to 6 pm, Monday through Saturday and not on Sundays or holidays.

b. All construction material removed or remaining must be hauled away. It may not be put in the dumpsters and may not be stored in common areas.

- c. The Unit Owner must assure that contracted workers clean up the property each day upon leaving.
- d. Worker vehicles shall be parked in guest parking spaces.
- e. If a false fire alarm goes off due to a worker or work, the Unit Owner will be responsible for any false fire alarm costs.
- f. If any common elements are damaged, the Unit Owner will be responsible for any costs.

ALTERATIONS

- a. No Occupant may (i) paint or otherwise change the appearance of any exterior wall, common element, door, window, front entrance or any exterior surface, (ii) tint, color of otherwise treat or apply anything to any window which will, in the opinion of the Board of Directors, adversely affect the uniform exterior appearance of the building, (iii) erect any exterior lights or signs, or (iv) place any symbols in windows or on any exterior surface.
- b. No Unit Owner, tenant or other occupant may make structural changes (example: move a wall) without notifying the Board of their intent. The Unit Owner will obtain permits for all work that requires permits and use licensed contactors.
- c. Under no circumstances can the plumbing stacks be moved or altered without the approval of the Board of Directors.
- d. Sound proofing material, such as cork needs to be under tiled areas for units above the first floor.

The above Rules and Regulations of a general nature were recommended and copies past out to all Unit Owners in attendance at the May 2, 2009 meeting of the Board of Directors. Since no comments were received, the Board of Directors at this meeting on May 2, 2009, formally adopted the above Rules and Regulations.

EXCERPTS TAKEN FROM DECLARATION OF CONDOMINIUM

Par. 8.3

The powers and duties of the Association shall include those set forth in the By-laws referred to, herein, but in addition thereto the Association shall:

- a. Having the irrevocable right to have access to each unit from time to time during reasonable hours as be necessary for the maintenance, repair or replacement of any common elements therein, or for making emergency repairs therein necessary to prevent damage to the common elements or to other unit or units.

Par. 9.3

No apartment Unit Owner shall make any alterations in the portions of the improvements of the condominium which are to be maintained by the Association or remove any portion thereof, or make any additions thereto, or do any work which would jeopardize the safety or soundness of the building containing his unit or impair any easement.

Amendment to Par. 6

Par 6.4

The Board of Directors shall have the right to adopt uniform rules in connection with the sale and rental of condominium units including, but not limited to rules pertaining to the following:

Minimum and maximum periods of leases or rentals.

Requiring an investigation fee.

Requiring lease on all rentals.

Prohibiting sales of units where the sale is proposed to be made to person acquiring the unit for rental purposes only.

Requiring an application to be made by the proposed purchaser or lessee.

To provide for different terms for furnished or unfurnished unit rentals.

To adopt a rule prohibiting a sale to a corporation.

To adopt a rule prohibiting pets other than parakeets or canaries or small marine animals kept in an aquarium.

To provide for minimum and maximum terms of visitors

To provide for rules and regulations relative to boat dockage.

To provide for restrictions against parking or storing of commercial vehicles, trailers of all types and to exclude all vehicles except ordinary passenger cars or station wagons.

Par. 20. Sales, Rentals, Lease or Transfer.

Par. 20.1.' Prior to the sale, rental, lease or transfer of any apartment to any person, partnership or corporation other than the transferor's spouse, the apartment Unit Owner shall notify the Board of Directors of the Association, in writing, of the name and address of the party to whom the proposed sale, rental, lease or transfer is to be made, and such other information as may be required by the Board of Directors. Within 10 days, the Board of Directors shall either approve or disapprove of the proposed sale, rental, or lease or transfer, in writing, and shall notify the Unit Owner of its decision.

See Par.20.2 for further information on the above.

Par. 21. Obligation of Members.

b. Maintain in good condition and repair his apartment and all interior surfaces within or surrounding his apartment (such as the surfaces of the walls, ceilings floors) whether or not part of the apartment or common elements, and maintain and repair fixtures therein and pay for any utilities which are separately metered to his unit.

c. Not use or permit the use of his apartment for any purpose other than as a single family residence and maintain his apartment in a clean and sanitary manner.

- d. Similar to Par. 9.3.
- e. Not permit or suffer anything to be done or kept in his apartment or common element or which will obstruct or interfere with the rights of other members or annoy them by unreasonable noises, odors, or otherwise, nor shall a member commit or permit any nuisance, immoral or illegal act in his apartment or on the common elements.
- h. Similar to Par. 8.3a
- i. Keep garbage disposers supplied with all apartments in running condition. Insofar as possible, all garbage must be disposed of by using the garbage disposers. Garbage, including bottles and cans, that are not suitable for disposal through the garbage disposers must be placed in waterproof sacks, bags, or other similar containers before being placed in the trash chute or room.
- j. Except for ground floor apartments, carpet fully all floor areas, including a standard commercial underlayment, except for bath rooms, kitchens and storage rooms
- k. Not use condominium garages for any other purpose except the protection of passenger vehicles. Nothing except passenger vehicles may be kept, placed or stored in condominium garages, nor may any closets or shelves be built in any garage.
- l. Show no sign, advertisement or notice of any type on the common element or his apartment and erect no exterior antennas and aerials except as provided by uniform regulations promulgated by the Association.
- m. Make no repairs to any plumbing, electrical wiring or air conditioning ducts within an apartment except by licensed plumbers and electricians etc.