

Rules and Regulations for
Golden Strand Apartments, Inc.,
A Condominium (the “Golden Strand”)

Effective

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Sunstate Management Group
PO Box 18809
Sarasota, Florida 34276

These Rules and Regulations describe some of the key use restrictions regarding ownership and use of a Golden Strand residential Unit. These use restrictions were established by and are more fully stated in the various legal documents (the Declaration of Condominium, By-Laws and Articles) of Unit Ownership, and include restrictions previously adopted for Golden Strand. In addition, as provided in those various legal documents, it is the right and obligation of the Board of Directors to establish other reasonable rules and regulations to govern the use of Condominium property, including the common areas, in order to maintain a harmonious atmosphere in the Golden Strand condominium community. Those additional rules and regulations are also included herein.

Golden Strand is a complex of 40 residential dwellings including many permanent full time residents. Every Family member, Guest and Tenant becomes a guest of all Owners by virtue of sharing common areas. It is essential that all Owners, Family, Tenants and Guests make every effort to be considerate and thoughtful of other residents. The purpose of this document is to contribute to the quality of life for all who make Golden Strand their home, either full-time or part-time, by making all occupants more aware of the obligations of high-density community living.

After considerable study, the Board of Directors of Golden Strand has adopted and made effective these Rules and Regulations.

The Golden Strand Apartments, Inc.
Condominium Rules and Regulations

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Golden Strand Apartments, Inc., A Condominium Rules and Regulations

I. Introduction

Ownership and use of a residential Unit at Golden Strand is subject to the use restrictions set forth in the Declaration of Condominium (the "Declaration"), Bylaws, and Articles of Incorporation as well as restrictions in the Florida Condominium Act, as amended. These Rules & Regulations describe some of those key restrictions regarding sale, transfer, lease, ownership and use of the Condominium. However it is important that each Owner read and becomes familiar with all of the above legal documents of ownership. Many of the provisions in these Rules and Regulations provide a reference to the location of the more fully stated use restriction in the legal documents.

Pursuant to Article 3, Section A.6 of the Articles of Incorporation, as well as the Declaration, the duly elected Board of Directors of Golden Strand has the statutory power and obligation to make additional reasonable rules and regulations regarding the ownership and use of the Condominium property, including the common areas. This document was developed for the benefit of the Owners to help prevent unreasonable interference with or disruption of the peaceful enjoyment of the Condominium, as well as to help preserve the value of the Condominium property.

Golden Strand Apartments, Inc. (the "Association") is the owner of the Common Elements (including, but not limited to the land, parking lot, driveway, swimming pool, buildings, unit walls and ceilings, wires and pipes servicing other units placed in them, and laundry rooms) and the Limited Common Elements (common areas reserved for use by certain Unit Owners including, but not limited to designated parking spaces and storage closets). Each Owner has an undivided interest in the Association, subject to the use restrictions including these Rules and Regulations established by the Board of the Association.

The Bylaws of the Association provide that fines may be levied against Owners for violation of the use restrictions and these Rules and Regulations. Owners are also responsible for violation of such restrictions and these Rules and Regulations by their Tenants, Guests and Family, as well as their contractors for maintenance, repair and service.

The Association has retained a management company ("Management") to handle the administrative activities of the Condominium. The contact information for Management appears on the cover page above and at the conclusion of these Rules and Regulations. Approval requests for proposed leases, approvals for other actions involving the Condominium (as required herein), complaints regarding violations of these Rules and Regulations, as well as any other notices or inquiries should be directed to Management using this contact information. Appropriate forms for compliance with these Rules and Regulations may be obtained from Management or from its website.

The Board requests that anyone who has a complaint regarding the actions of others at Golden Strand please first seek to resolve the matter in a neighborly manner before seeking enforcement by Management and the Board.

ALL OWNERS AND TENANTS ARE REQUIRED TO MAINTAIN CURRENT, COMPLETE AND ACCURATE RECORDS OF CONTACT INFORMATION WITH MANAGEMENT AT THE ABOVE ADDRESS for purposes of communication in the case of emergency or for general notices. This includes telephone number, email address, fax number and mailing address. Owners may, and are requested to, consent in writing to electronic mail or facsimile transmissions in lieu of mailed notices.

WRITTEN NOTICES TO OWNERS AND TENANTS provided in these Rules and Regulations will be submitted to the mailing address provided by the Owner or Tenant to Management or, if consented to in writing, then by email or facsimile transmission. The Owner or Tenant shall be deemed to have received the notice five (5) business days after it is emailed or faxed, even if Management receives no response. Where time is considered critical, telephone notice will be sufficient as long as written confirmation is forwarded within five (5) business days.

II. Use as a Residence Only

- A. No Unit may be used for any purpose other than a single family residence. No commercial activity is permitted. (See Declaration 12.5)
- B. Tenants, Guests and Family of Owners may occupy Units subject to these Rules and Regulations. Every occupant of a Unit is an Owner, Tenant, Family, or Guest under these Rules and Regulations as defined as follows:
 - a. "Tenant" is any person, other than Owner's Family, occupying a unit when the Owner is not in residence under a lease or loan from the Owner.
 - b. "Guest" is any person an Owner or Tenant permits to jointly occupy a unit together with them for a short term without payment or other consideration. (See Declaration 12.15)
 - c. "Family" is limited to the Owner's spouse, parents, siblings and the descendants of any of them. (See Declaration 12.6)

III. Sale or Transfer of a Residential Unit.

A. In recognition of the close proximity of the Units, the sharing of the Common Elements, and the compatibility and congeniality which must exist between Unit Owners and Occupants in order to make the community enjoyable for all parties of interest, no Unit may be sold or transferred without the written approval of the Board. (See Declaration 13.1, 13.2)

B. A fully completed and signed written application for such sale or transfer must be submitted to Management at least 30 days ahead of such proposed transaction and while the Board will act promptly, it has 30 days, after receipt of all required documentation, to act upon the proposed sale or transfer. The proposed new Owner shall be required to read and acknowledge the Condominium Rules and Regulations, as modified from time to time, as a condition of approval. (See Declaration 13.1, 13.2)

C. The application procedure includes an interview by a Board representative of the prospective owner. When considering such application and interview, as applicable, consideration shall be given to good moral character, social compatibility, personal habits, financial responsibility, and criminal record of the proposed Owner. (See Declaration 13.1, 13.2)

D. Signs offering a unit for sale or for lease are only permitted on the Building bulletin boards as determined by the Board. Owners may post "Open House" signs only during the hours of 8:00 A.M. to 5:00 P.M. on the date of the Open House. (See Declaration 12.12)

IV. Lease and Loan of a Residential Unit

A. Owners may lease a Unit (whether to a paying Tenant or a non-paying Tenant) only twice during each twelve (12) month period beginning July 1 and such leases shall not exceed a total of 182 days during such period. Subleasing is prohibited. (See Declaration 13.3, 13.4)

B. Unit Owners may only lease one Unit regardless of the number of Units directly or indirectly owned, as determined by the Board. (See Declaration 13.3, 13.4)

C. Occupancy by Tenants shall not exceed two adults per Unit bedroom. In the event that a Tenant has overnight Guests, there may be no more than two such Guests at any one time, and no Tenant may have overnight Guests more than twice in any one month. Guests may not occupy the Unit when the Tenant is not in residence. (See Declaration 13.4)

D. A fully completed and signed written application for such proposed lease must be submitted to Management at least 30 days ahead of such proposed lease and while the Board will act promptly, it has 30 days, after receipt of all required documentation, to act upon the proposed lease. The application form must include the signature of the potential Tenant(s) on the application form and a separately signed certification that the Tenant(s) has read and agrees to comply with the "Condominium Rules for Non-Owners". Such application shall also include an Owner certification that liability and casualty insurance, including the required specific coverage for rental risks, will be in effect for the Unit during the entire period of the lease. Written approval of the Board is required prior to any Owner entering into a lease of any Unit. (See Declaration 10.2, 13.1, 13.2)

E. The Owner is responsible for ensuring that all Guests and Tenants abide by all Rules and Regulations. The Owner is required to have a copy of the "Condominium Rules for NonOwners" posted in a prominent place in the Unit being leased. The Owner is financially responsible for any damage to the common areas and other Units by their Guests or Tenants. (See Declaration 13.6)

F. In the event that lease, assignment or occupation of a Unit is disapproved by the Board, the Unit shall not be leased, assigned or occupied by that disapproved Applicant. (See Declaration 13.5)

V. Family Use of a Residential Unit

A. When the Owner is not in residence, no Unit may be loaned or occupied in any manner by anyone other than Family (See definition in Section II above) or Tenants (as approved under these Rules and Regulations), and their accompanied Guests. Any occupant under the age of 18 must be accompanied by an occupant over the age of 18. (See Declaration 12.6, 13.1, 13.2)

B. Occupation of a Unit by Family when the Unit Owner is not in residence requires an email notice by the Owner to Management at least 3 days in advance of the occupation. The email notice shall clearly state the Owner's name, Building and Unit number, the name of the principal adult Family member that will be occupying the Unit and the family relationship of that family member to the Owner.

VI. Motor Vehicles, Parking and Driveways

A. Each Unit Owner has one assigned parking space for the sole use of the Unit's Owner, Tenant or Guest. The Owner may provide permission for the parking space to be used by another Owner. No parking is permitted except in those designated parking spaces. (See Declaration 12.3)

B. Only well maintained passenger vehicles in good operating condition with current license tags registered to (or leased by) Unit Owners, their Family, Tenants or Guests may park on the Condominium Property. If vehicles are parked on the premises for more than twenty (20) days when the Owner, Family or Tenant is not in residence, the vehicle keys must be left in the Owner's Unit and the location of the vehicle keys shall be provided to Management. (See Declaration 12.3)

C. No trailer, camper, motorcycle, scooter, boat, motorhome, mobile home, truck or other similar vehicle shall be parked on Condominium property. (See Declaration 12.3)

D. Mini-vans, sports utility vehicles, pickup trucks, and other vehicles intended primarily for the transportation of passengers may be parked on the Condominium Property, as long as any part of such vehicles do not exceed nineteen feet, six inches (19' 6") in length or extend into the driveway more than nineteen feet, six inches (19' 6") from either end of the curb stop. The measurement of

such lengths is deemed to include hitches, racks, and any other extensions installed on a vehicle. (See Declaration 12.3)

E. No commercial vehicles shall be permitted to remain upon any portion of the Condominium Property (including in assigned spaces), other than for temporary parking while servicing a Unit or the Condominium Property. Any vehicle which is intended to be used primarily for the purpose of carrying goods, and/or with commercial language or advertising on its exterior, shall be deemed a commercial vehicle. (See Declaration 12.3)

F. No vehicle in a state of disrepair as to be a nuisance, in the discretion of the Board, may be parked on Condominium property. (See Declaration 12.3)

G. Guest parking spaces are reserved for use of passenger motor vehicles of persons visiting an Owner, Family or Tenant. All other vehicles and equipment must be stored or parked off premises. (See Declaration 6.4)

H. Vendor and Contractor parking is permitted in the Owner's parking space and in the left exit lane at the east end of the property; otherwise, off-premises and on-street parking shall be used.

I. The driveway is limited to one-way traffic as marked, for safety of pedestrians and vehicles.

J. Bicycle riding, skating, skateboarding, and other similar conveyances are permitted for ingress and egress only, and are otherwise strictly prohibited on the premises.

K. Car washing is permitted only at the WEST entrance. Vehicles being washed shall parallel park only on the asphalt adjacent to the water hose, and not on the grass. Car wash parking is limited to thirty (30) minutes.

L. While motor vehicle tarps or covers are discouraged, Owners may choose to cover their vehicle when they are not in residence for an extended period. Such cover shall be of good quality, condition and appearance, and shall be properly secured against high winds. Any cover which does not remain attached at all corners at all times may be removed by Management and stored in Owner's unit to avoid nuisance to others or damage to nearby cars.

M. In case of emergency, common area maintenance or for any other reasonable cause the Board may determine, Management may notify any Owner to temporarily relocate their vehicle from the premises to street parking, using addresses and telephone numbers provided to management by the owner as required in Article I, above. If the Owner is unable or unwilling to comply, or following five (5) days written notice to the Owner in non-emergency cases and a follow up telephone call or email, Management may remove or relocate such Owner's vehicle from the premises and have it stored at the Owner's expense. (See Declaration 12.3)

N. Any vehicle parked on the premises which is determined by the Board to be in violation of these Rules and Regulations may be removed or relocated in the same manner set out in Article VI.M. above. (See Declaration 12.3) Other unauthorized vehicles parked on the premises shall be

towed and stored at the owner's expense at a location posted on a sign located on the premises or in the manner otherwise permitted by city ordinance or other local law.

VII. Bicycles and Equipment

A. All bicycles on the premises shall be registered and tagged with an identifying numbered ownership tag. A contact phone number to obtain the tag is provided on the building bulletin boards. If the bike contains a police or other engraved security number, that number should be recorded on the registration.

B. Bicycles, such as short-term local rentals, stored on the premises for twenty (20) days or less do not need to be registered.

C. Bicycles shall be stored, and properly secured, in the bike racks located at opposite ends of the covered parking, or inside the unit. The bicycle racks are not intended for long-term storage. Due to the effects of the weather, bicycles stored outside often become unusable after even a few months. Tagging allows identification and contact of the Owner before abandoned or deteriorated bikes are removed for disposal.

D. Bicycles shall be stored offsite or in the Owner's Unit whenever the occupant is away from the premises for more than twenty (20) days.

E. All other sporting and other equipment shall be stored in the Owner's storage locker, inside the Unit, or off premises.

F. Bicycles and equipment which are in violation of this Section VII may be removed from the premises by Management.

VIII. Protective Measures

A. Door Keys

1. Owners shall assure that keys to all entry doors are provided to the Board representative located on the premises. The contact information for such representative may be obtained from Management or other Owners. Keys will be used for access in case of emergencies and other reasonable needs determined to be appropriate by the Board, such as inspections for equipment failures and water, insect, mold or mildew invasions. (See Declaration 7.1D)

2. The Board has the irrevocable right to access each Unit as may be necessary for maintenance of the Common Elements or to make emergency repairs to prevent damage to the Common Elements or other Units. (See Declaration 7.1.D)

B. Hazards

1. All Hallways, including those immediately outside the 01 and 04 Unit doors, are Common Elements. The fire code prohibits obstructions in the hallways. All walkways leading from all Unit exit doors to stairwells or exits are to be kept clear from obstructions at all times. (See Declaration 4.2)
2. No articles belonging to Owners, Guests or Tenants shall be kept in any common area, except limited common areas, without written approval of the Board. (See Declaration 12.13)
3. There shall be no activity or material within the building or common area which is a health, fire or windstorm hazard, or which increases insurance rates of the Condominium or other Owners.
4. No furniture may be placed outside the laundry room areas without the consent of the Board. Generally however, the Board can be expected to approve chairs and tables to be placed outside the laundry room area so long as; a) all four Owners on that floor concur, b) such furniture does not impede access to the laundry room or the elevator c) such chairs and tables can be expected to withstand the high winds commonly occurring in the area and, d) such Owners commit to maintain the area in a neat and orderly fashion. (See Declaration 12.13)
5. All items that are in the hallway common areas must be stored in the Owner's laundry room storage closet or in the Unit during hurricane season if the Owner is not in residence. Further, it is the responsibility of the Owners on the floor to coordinate the storage of tables and chairs that have been approved to be outside the laundry room, in the case of expected high winds during hurricane season. Owners must be aware that hurricane or tropical storm winds make any items stored outside a potential dangerous projectile to persons and property.

C. Sink Garbage Disposals

Owners may not install sink garbage disposals, must use strainers in kitchen sinks, and must not pour cooking grease in the sink drains to avoid clogging the Condominium drain lines. (See Declaration 12.11)

D. Avoidance of Mold and Mildew

Air Conditioning must be maintained in unoccupied Units to control mold and mildew. Refer to Florida Power and Light online recommendations for guidance.

E. Water Shut-Off – Water Heater Age Limit

1. **The main water valve must be shut off and the water heater powered off when any Unit is unoccupied for more than 2 days.** Water damage is typically the single largest source of damage to multiple residential Units in a Condominium community.
2. **Water heaters must be maintained in good working order and must be replaced if older than 12 years from date of manufacture (indicated on the outside of every heater). Typical warranty term is 6 years and the expected life expectancy is no more than 12 years. After 12 years, a water heater is presumed defective.**
3. City of Venice building code requires that replacement water heaters be installed with a leak containment pan and a leak detection alarm or a pan drainage line. Even if a drainage line exists, an alarm is recommended in all cases. All Owners are strongly encouraged to install a leak detection alarm with existing water heaters. Such alarms are readily available from Lowes, Home Depot, etc., typically cost less than \$20, and are as simple to install as a smoke alarm. The battery must be replaced at least once each year.
4. Owners may be financially liable for damage caused to the Common Elements and to other Units for failure to avoid water damage caused by a violation of this Section. (See Declaration 7.1.D.)

F. Smoke Alarm

All Units must have at least one fully operational smoke alarm. If battery operated, the battery must be replaced at least once each year.

G. Pets

No pet, including, but not limited to animals, reptiles, fish or birds shall be kept or harbored on the Condominium property or in any Unit at any time under any circumstance. (See Declaration 12.4)

H. Nuisance

No Owner shall permit loud and objectionable noises or obnoxious odors, including cigarette or cigar smoke, to emanate from their Unit. (See Declaration 12.2)

I. Garbage, Recycling and Cleaning

1. The City of Venice requires recycling. Garbage should be in tightly sealed plastic bags and placed inside the large dumpster. Paint and other hazardous materials are prohibited. Furniture, appliances and other similar large items may be discarded in the large dumpster if the space permits and it does not interfere with normal use of the dumpster by other residents. Under no circumstance may large items be left outside the dumpster unless a special pickup has been requested with the Venice Sanitation Department and the pickup fee has been paid.
2. Plastic, cans, glass and similar items must be placed in the wheeled trash dolly clearly marked for that purpose.
3. Paper, cardboard and similar items must be placed in the separate and wheeled trash dolly clearly marked for that purpose. Cardboard boxes must be broken down entirely flat and stacked beside the appropriate trash dolly.
4. Do not shake rugs over the balconies as the dust travels to the hallways and Units below. Do not pour or throw anything off the balconies.

J. General Security Awareness

Golden Strand is located adjacent to the Gulf in a high traffic area. All tenants and guests are encouraged to lock doors, windows, motor vehicles, bicycles and other personal property. Your failure to do so invites and rewards undesirable persons to trespass on the premises, and increases risk to persons and property.

IX. Swimming Pool Area

A. The pool area (the area inside the fence), including the use of it, is subject to all applicable federal, state and local health and safety laws, regulations and rules, are incorporated herein by reference.

B. Use of the pool is limited to use by Golden Strand Owners, Family, Tenants, and Guests. In addition to the two permitted overnight Guests, Tenants shall have no more than two daytime guests at the pool. Owners and Tenants shall be responsible for compliance to these Rules and Regulations by children and guests that are invited to the pool.

C. Obey all rules posted in the pool area.

D. Rules regarding Safety

1. Do not remove any safety equipment or use it for anything other than its intended purpose.
2. No lifeguard is on duty at any time – swim at your own risk.
3. No running, diving, horseplay, throwing objects or jumping into the pool is permitted.
4. The pool and pool area may only be used between 8:00 AM and dusk.
5. Children under the age of 12 years must be accompanied by an adult.
6. No glass or breakable containers are permitted on the hard surface of the pool area at any time.
7. All food and drinks shall be at least four (4) feet from the pool water at all times.
8. Maximum occupancy of the pool is 9 persons.
9. Bathers must dry off before entering the elevator so as not to create a slip and fall hazard.
10. Any person ill with diarrhea may not enter the pool.
11. Diapers may not be changed in the pool area.
12. Any person, regardless of age, requiring use of a diaper or similar garment shall not enter the pool without wearing both a special purpose swim diaper and a snug fitting rubberized bathing suit.
13. The last person(s) departing the pool area MUST assure that BOTH GATES ARE LOCKED.

E. Quiet Enjoyment - Avoidance of Nuisance

1. Cell phone conversations are limited to one (1) minute while inside the fenced pool area.
2. The use of radios, music players, etc. must not be a nuisance to others. Generally, headphones should always be used.
3. Food is limited to those items that are unlikely to cause stains and that are not a nuisance to others (via odor or otherwise).
4. No oversized rafts, floats, etc. are allowed.
5. All persons must shower before entering the pool. Those entering the pool area after being at the beach must be especially diligent to remove all salt and sand.
6. NO SMOKING at any time.
7. Refrain from the use of profanity or loud voices.
8. Parties or organized activities at the pool involving more than 6 persons require the advance approval of a Board member.

F. Maintenance and Orderly Use

1. Pool area furniture, including chairs, tables, and lounge chairs shall not be removed from the pool area at any time.
2. Sunbathers using lotion or sunscreen must protect the furniture by covering the chairs with towels, etc.
3. After use, return all chairs and chaises to an orderly position with backs upright.
4. Umbrellas shall be lowered after use and the cloth ties securely tied to avoid damage from wind.
5. Lounges, chairs and tables may not be reserved if persons leave the pool area for more than twenty (20) minutes.
6. No trash or rubbish shall be left in the pool area.
7. Personal property may not be left in the pool area overnight.
8. Do not adjust the pool temperature as Management has responsibility for maintaining the pool temperature.

X. Laundry Facilities

- A. No Owner may hang laundry, rugs, etc. or goods of any sort which are visible from the outside of a residential Unit.
- B. Please be considerate to your neighbors when using laundry facilities.
 1. Laundry Hours are 8 am to 9 pm.
 2. Use only High Efficiency (low sudsing) laundry detergents. All others are strictly prohibited because they may cause stoppage and overflow of water and suds in the lower floor units as well as the laundry rooms. Look for this



- symbol on the detergent product.
3. Do not overload the washer or dryer.
4. Clean the dryer lint filter after each use.
5. Laundry facilities may only be used to clean the personal possessions of Owners, Family, Tenants and overnight Guests.

- C. Furniture and equipment such as a table for folding of clothing, a clothing rack, or similar items intended to aid in the laundry process may be placed in the laundry room with consent of all four Owners on the relevant floor.
- D. See complete Rules posted in each laundry room.

XI. Outdoor Cooking Devices

A. BBQ Grills, hibachis, smokers or similar devices are absolutely prohibited on lanais, walkways or anywhere else on the premises, except for the gas BBQ Grill provided by the Condominium near the swimming pool.

- B. Please be considerate of your fellow BBQ grill users:
 1. Clean the grill and table after each use.
 2. Ensure all grill controls, including the propane tank valve, are turned off after use.
 3. Close and lock the lid after use.
 4. Secure vinyl cover when grill is cool.
 5. Notify Management when the propane tank is empty and the spare tank is in use so that refill of the empty tank may be arranged.

XII. Modifications or Alterations to Units or the Common Elements

A. No Owner shall make any material alteration or substantial addition to his/her Unit, the Common Elements or the Limited Common Elements or in any manner change the exterior appearance of any portion of the building or other common area without written approval of the Board. This includes any changes to or replacements of doors, windows or flooring in the Unit. This provision does not require approval for routine maintenance such as painting, appliance replacement, cabinet replacement, minor wall repairs, etc. This provision does apply and shall be enforced where wall surfaces are replaced or relocated in any room or rooms (such work may affect common element electrical and plumbing in the walls). Contact Management for forms to submit plans. (See Declaration 7.5, 12.1)

B.

In considering approval of modifications, the Board will not approve major reconstruction or remodeling during peak season (January thru March) due to the noise resulting from the construction and the traffic problems caused by vendor trucks during this high occupancy period. The Board may grant an exception for a specific project due to the particular circumstances of an Owner (See Declaration 7.2).

C. Hard flooring may not be replaced or installed (except on the first floor) without the written approval of the Board and such approval shall always require the use of soundproofing materials to reduce noise in the Unit below. Soundproofing standards, as established from time to time by the Board, are available from Management. (See Declaration 7.5)

D. Windows and doors may not be replaced without specific approval of the Board. Window standards and installation requirements, as established by the Board from time to time, are available from Management. (See Declaration 7.5)

E. If any Owner makes modifications to their Unit, such Owner shall be financially responsible for damage to other Units, the Common Elements or the Limited Common Elements as a result of the modifications. (See Declaration 7.6)

F. Building demolition and construction materials may not be placed in the Condominium refuse receptacles and must be hauled off site by the contractor. Contractors shall keep common areas neat and clean and shall not clean tools, paint brushes or other items in the Condominium grass, shrub or flower beds or other common areas.

G. If due to the willful, careless or negligent act or omission of a Unit Owner or any occupant of such Unit, damage shall be caused to the Common Elements or another Unit, such Owner shall be financially responsible for such damage as determined by the Board. (See Declaration 7.1)

XIII. Management Fees and Assessments

Owners are liable for all fees and other assessments levied by the Association. The Association may impose late fees and may take legal action to collect all such delinquent amounts including interests, costs and attorney's fees. With proper notice, the Association may file a lien against the Owner's Unit for non-payment of all such amounts. (See Declaration 14)

XIV. Fines for Non-Compliance to these Rules and Regulations

B.

A. The Association, through its Board of Directors, has the statutory powers to levy fines against Owners for violation of the provisions of the Declaration, Articles of Incorporation, Bylaws, these Rules and Regulations and the Florida Condominium Act. (See Articles 3)

While it is not the desire of the Association to levy fines on the Owners except in unusual circumstances, it is the obligation of the Association to enforce the use restrictions and these Rules and Regulations in the best interest of a majority of the Owners of the Condominium.

C. If it appears that a resident's conduct or practice is inconsiderate of others or violates the use restrictions or these Rule and Regulations, a neighborly resolution should first be sought. If this is not successful, a written complaint should be submitted to Management. A Management representative will further attempt to resolve the situation or violation. The Board will then proceed as provided in these Rules and Regulations, the legal ownership documents and the Florida Condominium Act.

D. The Board shall notify the Owner of a Unit of their decision to impose a fine for a violation of such provisions. The Board shall provide written notice to the Owner at least 14 days in advance of a hearing before a committee appointed by the Board. The party against whom a fine may be levied shall have an opportunity to respond, to present evidence and to provide written and verbal argument on all issues involved and shall have an opportunity at the hearing before a committee to review, challenge, and respond to any material considered by the Association. The committee shall make the final determination as to whether to confirm or reject the fine.

E. Fines may be levied for each rule violation and for each continuing violation up to \$100 per day to a maximum of \$1,000 per violation. Unpaid fines as well as interest, costs and attorney fees may result in legal action by the Association. The Board may also seek to enforce compliance with these Rules and Regulations by other legal action. Upon proper notice to the Owner, the Association may file liens against the Owner's Unit as provided by the Florida Condominium Act. (See Bylaws 10 and Declaration 14.4)

F. The Owner of a Unit upon which a fine has been imposed shall be jointly and severally liable for the payment of a fine levied against the Owner's Tenant, Family or Guest, invitee, licensee or visitor.

G. The Board may adopt additional rules, regulations and policies to fully implement the Association's fining authority. Please review the Declaration, the Bylaws and the Florida Condominium Act for a full statement of the Association's rights and obligations regarding fines, assessments, liens and related topics. (See Declaration 14 and Bylaws 10)

B.

XV. Other Restrictions, Regulations and Rules

A. The Declaration, Bylaws and Articles of Incorporation together with the Florida Condominium Act contain various restrictions, regulations and rules not listed in these Rules and Regulations which continue to apply to the sale, transfer, lease, ownership and use of a Unit in Golden Strand.

The Board may from time to time impose additional rules or restrictions and may amend or supplement these Rules and Regulations as it may determine.

C. No provision in the Declaration, Bylaws, Articles of Incorporation, these Rules and Regulations or the Florida Condominium Act shall be deemed to have been waived by reason of any failure to enforce the same, without regard to the number of violations or breaches which may have occurred.

D. The Board has the right to disapprove a proposed action restricted by the above provisions even though the current Board of directors or a previous Board of directors has approved the same or a similar action in the past.

E. In all instances of discrepancy between these Rules and Regulations and the provisions of the Declaration of Condominium, Bylaws and Articles of Incorporation, the latter documents shall control.

The Board of Directors

Golden Strand Apartments, Inc.