

Fellow Piper Dunes North homeowners:

We share the ownership and use of this beautiful property on the Atlantic Coast of Amelia Island, Florida, and while no one wants their enjoyment of that property to be controlled or limited, it is necessary for all of us to define some standards and expectations that will enhance the quality of the experience for all homeowners. In that endeavor, the PDN Condominium Association has enacted these Rules and Regulations of the Piper Dunes North Condominium to ensure the enjoyment of all PDN homeowners.

RULES AND REGULATIONS

OF

PIPER DUNES NORTH CONDOMINIUM

(Adopted April 18, 2017)

Pursuant to the authority vested in the Board of Directors of Piper Dunes North Condominium Association, Inc. (the "Association"), the following rules and regulations of Piper Dunes North Condominium (the "Condominium") have been adopted by the Board of Directors of the Association (the "Board") to govern the use of the Condominium Property ("Condominium Property"), as defined in the Declaration of Condominium.

1. Use of the Common Elements. The Common Elements of the Condominium ("Common Elements") as defined in the Declaration of Condominium, are for the exclusive use of Unit Owners of the Condominium ("Unit Owner"), and their immediate families, lessees, resident house guests and guests accompanied by a member, and no other person shall be permitted to use the Common Elements unless accompanied by a Unit Owner or a member of his immediate family, without the prior written consent of the Association.
2. Quiet Enjoyment. Owners should treat their fellow owners with courtesy and respect. Owners should be respectful of their fellow owners' right to the quiet enjoyment of their homes, particularly in the evening hours.
3. Children. Children shall not play on or about the Condominium Property except under reasonable supervision by a responsible adult.
4. Pets. Each unit may have a maximum of 2 pets (cats or dogs) in their Unit or allowed upon the Condominium Property. No other animals of any kind are allowed. Pets shall be leashed and restrained at all times when on or about the Condominium Property. Owners must be responsible for cleaning up after their pets. If a pet is aggressive or barks excessively thus threatening or annoying other condominium owners, it is the responsibility of the unit owner to correct the situation. Failure to correct the situation could result in losing the privilege of keeping that pet on the Condominium Property, enforceable at the discretion of the Board of Directors. A Unit Owner who has pets or whose guests have pets on the Condominium Property shall be responsible for and bear the expense of any damage to persons or property caused by those pets. The extent of any such damage and the charges necessary to rectify the damage shall be determined by the Board and collected by the Association.
5. Obstructions. There shall be no obstruction or cluttering of the Condominium Property, including, without limitation, sidewalks, driveways, automobile parking spaces, lawns, entrances, elevators, stairways, patios, courts or vestibules, or other Common Elements or areas.

6. Destruction of Property. There shall be no marking, marring, damaging, destroying or defacing of any part of the Condominium Property. Unit Owners shall be held responsible for and shall bear any expense of such damage caused by the Unit Owner, his family, guests, lessees and/or invitees.

7. Severe Weather. In the event of an approaching hurricane or other severe weather, Unit Owners shall lower storm shutters, if they have been installed on the exterior. All furniture and personal property shall be removed from balconies or terraces upon notice of an approaching hurricane or other inclement weather characterized by conditions of high wind. Unit owners shall be responsible for the cost of repairing any damage to the building or property resulting from failure to comply with this requirement.

8. Post-Storm Inspection. Immediately following a hurricane or other severe weather, it is the Unit Owner's responsibility to inspect or to have a third party inspect their Unit to determine if there has been any water intrusion or other damage. The Unit Owner shall immediately advise the Association through Amelia Island Management of the results of their post-storm inspection. The Unit Owner shall take immediate steps to eliminate any moisture that may have entered their unit.

Note that in the event of extremely severe weather the Association may exercise its right to enter and inspect all units to determine the extent of any damage or water intrusion. However, this shall not relieve the Unit Owner of responsibility to perform an inspection and perform the necessary follow up.

9. Temperature and Humidity Control. It is the Unit Owner's responsibility to maintain proper temperature and humidity levels in the Unit at all times, to prevent the formation of mold or fungus in the Unit. Mold abatement that is required due to failure to comply is the responsibility of the Unit Owner.

10. Balconies, Windows, Terraces, and Doors. Nothing shall be dropped, thrown, swept, or otherwise expelled from any window, door, balcony, or terrace. No plants, pots, receptacles or other decorative articles shall be kept, placed, hung or maintained on any ledge, balcony or terrace. Balconies, windows, terraces, and doors shall not be altered from the condition in which originally constructed, including without limitation alteration by painting, screening, or installation of reflective materials, unless pursuant to the Declaration of Condominium, Articles of Incorporation and Bylaws of the Association, a common scheme for doing so is adopted for the entire building in which any such change is proposed.

11. Building Exterior. Nothing shall be installed or attached to the building exterior (EIFS), unless specifically approved in advance, in order to protect the integrity of the exterior surface.

12. Damage to Common Elements. Unit Owners shall be responsible for, and shall bear any expense of, any damage to the Common Elements caused by moving to or removing from their Unit household furnishings or other objects or caused by any other deliveries to or from Units by their invitees.

13. Garbage, Trash and Recycling. All garbage and trash must be bagged securely in sturdy, high-quality trash bags and deposited into the trash chutes on each floor. Do not place loose items or unwrapped garbage in the chutes. Do not place boxes, loose cardboard, or other large items in the chute, as they will get stuck, blocking the chute. Glass should be wrapped/bagged to avoid shattering and creating a hazardous situation. For larger items, access is available through the trash room door at the ground level. The door to the trash area should be kept closed at all times to prevent animal access. Should owners wish to use the recycling bins made available to them by the Association and located in the trash room, proper selection and sorting of recyclable materials should be observed.

14. Guests. Unit Owners shall notify the Amelia Island Management's Manager by written notice in advance, of the arrival of guests who have permission to use a Unit in the Unit Owner's absence. No person under twenty-one (21) years of age shall occupy a Unit, unless their parent or the Unit Owner is also in residence. The notification must include the guest's name, address, and relationship to the Unit Owner. Unit Owners shall ensure that Guests are familiar with the Rules and Regulations of the Association and shall be responsible for any problems resulting from Guests' behavior in violation of the Rules and Regulations.

15. Signs. No sign, nameplate, signal, advertisement or illumination shall be inscribed or exposed on or at any window, door, balcony or terrace without the written consent of the Association.

16. Keys. The Association shall maintain a key to each Unit in the Condominium. No member shall change existing locks or install additional locks unless duplicate keys therefor are provided to the Association.

17. Parking. As parking is limited, Unit Owners are requested to park vehicles in their garages as much as possible. There shall be no unauthorized parking on the Condominium property.

Unauthorized parking shall include:

- A. Vehicles parked to impede ingress to or egress from other covered or uncovered parking spaces, drives, roads, or building entryways or parking in unauthorized spaces.
- B. Parking of boats, trailers, campers, trucks or other oversized vehicles without the consent of the Association.
- C. Parking or storage of unregistered vehicles.

Except in the event of emergency, no vehicle maintenance or repairs shall be performed on the Condominium Property. No vehicles shall be washed, polished and/or waxed on the Condominium Property, except in such specific area as may from time to time be designated by the Board for such activity.

18. Garage Doors. Garage doors are to remain closed at all times, except when the garage is actively being used.

19. Pool.

- Children under twelve (12) years of age must be accompanied by an adult at all times. Parents are responsible for the conduct and safety of their children.
- No lifeguard will be on duty. Swimming is at your own risk.
- Bottles, glass containers or sound-producing equipment (except where headphones are used) are not permitted in the pool area.
- Proper swimwear is required. Children are not allowed to wear regular diapers in the pool. Only proper swim diapers are permitted.
- The pool and pool area may be closed during periods of severe weather. No one is to use the pool when it is officially designated as closed.
- Personal property should be removed from the pool at the end of the day.

20. Construction and Remodeling. Unit Owners must notify Amelia Island Management's Property Manager of their intent to perform construction or remodeling. The Association's "Construction and Remodeling Notice" form must be submitted to Amelia Island Management's Property Manager prior to work commencing, thus advising the Board of the scope of work, the contractors to be used, and contact information for contractors and owner. Rules for contractors are provided with the form, which can be obtained from Amelia Island Management or from the Piper Dunes North website. Note that the Unit Owner is responsible for any damage to the common areas or property of the Association that is caused by their contractors or employees.

21. Rental or Lease of Units. The Association's bylaws dictate that a Unit can be leased for no less than a 6-month term. Prior to the arrival of a Renter/Lessee, the Unit Owner shall provide Amelia Island Management a completed "Rental/Lease Notice," listing who will be occupying the Unit, effective dates of the Lease, a contact number, and a signed statement that the Lessees have been provided a copy of these Rules and Regulations of the Association. The "Rental/Lease Notice" can be obtained from Amelia Island Management or from the Piper Dunes North website.

22. Compliance with Documents. All Unit Owners, and every lessee, guest or visitor of a Unit Owner, shall comply with all of the terms, conditions, covenants, restrictions and limitations contained in the Declaration of Condominium, the Articles of Incorporation and the Bylaws.

23. Enforcement. All violations of these rules and regulations shall be reported immediately to a member of the Board and/or the management agent. Disagreements concerning the proper interpretation and effect of these rules and regulations shall be presented to and determined by the Board, whose interpretation of these rules shall be dispositive. If any person, firm or entity subject to these rules and regulations fails to abide by them, as they are interpreted by the Board, they shall be liable to be fined by the Association for each such failure to comply or other violation of these rules and regulations. Such fine, which shall not exceed \$100.00 for each violation, shall be collected by the Association and shall become a part of the Common Surplus of the Condominium ("Common Surplus"), as defined in the Declaration of Condominium. A fine may be levied on the basis of each day for a continuing violation, provided that no such fine shall in the aggregate exceed \$1,000.00. Nothing herein shall be construed to prohibit the Board from bringing an action at law or in equity, in the name of the Association, to enforce these rules and regulations, including the provision herein for fines. In the event any such action is instituted and reduced to judgment in favor of the Association, the Association shall be entitled to recover its costs and attorneys' fees incurred in enforcing these rules and regulations. Prior to the imposition of any fine, an offending party shall be given written notice of the violation and a reasonable opportunity for a hearing before a committee of not less than three (3) nor more than five (5) unit owners appointed by the Board. The written notice shall specify the provision(s) of the Declaration of Condominium, Articles of Incorporation, Bylaws or these Rules which are alleged to be violated, shall include a short and plain description of the alleged violation(s), and shall state the date, time, and place at which the committee shall conduct a hearing with respect to the alleged violation(s), which hearing shall be conducted not less than fourteen (14) days from the offending party's receipt of the written notice. At the hearing, the party against whom the fine is proposed to be levied shall have an opportunity to respond, present evidence, and to provide written and oral argument on all issues involved and shall further have an opportunity to review, challenge, and respond to any material considered by the committee in making its determination that violation(s) have occurred. Following such hearing, the committee's decision with respect to the imposition of a fine shall be dispositive. Enforcement of these Rules and Regulation will be consistent with FL Statute 718.

24. Rule Changes. The Board reserves the right to change or revoke existing rules and regulations and to make such additional rules and regulations from time to time as, in its opinion, shall be necessary or desirable for the safety and protection of the buildings and their occupants, to promote cleanliness and good order of the Condominium Property, and to assure the comfort and convenience of Unit Owners; provided such changes shall be with the consent of Unit Owners, as provided in the Declaration of Condominium.