

PINE CONE HARBOUR, A CONDOMINIUM

RULES AND REGULATIONS

Date Adopted: October 1, 2009

Pursuant to ARTICLE III of the Bylaws of the Pine Cone Harbour Condominium Association, Inc. (the "Association"), the Association Board of Directors (the "Board") has adopted the following Rules and Regulations, effective October 1, 2009. These Rules and Regulations supersede all previous Rules and Regulations adopted the Association's Board of Directors.

SECTION ONE: GENERAL RULES AND REGULATIONS

1. Access:

a. Whenever it is necessary to enter any Unit for the purpose of inspection, including inspection to ascertain a Unit Owner's compliance with the provisions of the Condominium Instruments, or for performing any maintenance, alteration or repair to any portion of the Common Elements or Unit, the Unit Owner shall permit an authorized agent of the Association to enter such Unit, or to go upon the Common Elements, *provided, however*, that such entry shall be made only at reasonable times, with reasonable advance notice, and when the Owner is given the option of being present. In the case of emergency, including but not limited to fire or hurricane, entry may be made without notice or permission.

2. Animals.

a. Only the keeping of guide animals and orderly domestic pets (e.g., dogs, cats or caged birds) is authorized without the approval of the Board of Directors, *provided, however*, that any such pet are not kept or maintained for commercial purposes.

b. Any pet causing or creating a nuisance, unreasonable disturbance or noise on an ongoing basis, after the Owner of the pet has received notice from the Board regarding such disturbance shall be subject to permanent removal from the Properties within ten (10) days after receipt of a written notice from the Board.

c. Any pet which threatens the safety of any person(s) lawfully on or occupying the Property, shall be permanently removed from the Property without written notice from the Board if the Board deems such removal necessary to protect the safety or welfare of such person(s), and in such cases, the Board shall provide such notice as is reasonable under the circumstances.

d. The keeping of small, orderly domestic pets (e.g., dogs, cats or caged birds) shall not exceed two per Unit without the approval of the Board of Directors.

e. Pets shall not be permitted on the Common Elements unless accompanied by someone who can control the pet and unless carried or leashed. No cat or dog shall be left unattended outdoors.

f. No pet may be housed or leashed to any portion of any balcony, patio or any portion of the Common Elements.

g. Pet owners are responsible for the immediate removal and proper disposal of animal waste on all portions of the Property.

h. Any Owner who keeps or maintains any pet upon any portion of the Property agrees to indemnify and hold the Association and each Owner free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Properties.

i. All pets shall be registered with the City of Hampton and inoculated as required by law.

3. Antennas. Satellite dishes of one meter in diameter or less in size are permitted if satisfactory reception can be obtained by placing the dish on the balcony of the Unit. Dishes should be pole-mounted and no holes may be drilled in outside walls, roof, or balcony railing or floor. No part of the dish or antenna can extend beyond the balcony railing. Wires must be concealed. Dishes must be removed if the Unit is sold to a new owner.

If satellite reception is not possible from the balcony or patio of a Unit, the resident shall submit a written request to the Board to install such satellite dish on the Common Elements, which include the exterior walls and roof of the Building in which the Unit is located. No such installation shall take place without prior Board approval. Any Common Element installation without Board approval shall be removed at the resident's expense.

4. Applicability. These Rules and Regulations shall apply to each Unit Owner, his/her family, his/her guests, and his/her Tenants/Lessees and their guests. Unit Owners shall be responsible for the actions of their family, their guests, and their tenants/lessees and their guests.

5. Balconies and Patios.

a. Other than firewood, ground level planters, and patio-style chairs and tables in good repair, no tools, sporting equipment (including bicycles) and/or other

personal articles shall be kept on balconies or patios.

b. Firewood may be stored on the patio/gravel area at the base of rear stairwells and on individual balconies in amounts not to exceed one-half cord at any given time. Inclusive date for storage on the patio/gravel area at the base or rear stairwells will be October 1 to April 15. At all times, wood stored at ground level (patio/gravel area at the base or rear stairwells) will not be in contact with other wood or building surfaces, shall be elevated off of balcony/deck/patio level a minimum of 4 inches, shall not be stacked higher than the top of the balcony/patio railing and shall leave the entry sidewalk well clear for emergency ingress and egress.

c. Unit Owners may not have planter boxes on or attached to the outside sills of their windows. No hanging vine or growth is permitted to extend through and outside window areas. No vine or growth is permitted on any trellis, or permitted to hang outside any balcony areas, or permitted to hang over or through any balcony railings. All planter containers or hanging planter containers on balconies must be adequately secured against accidental falling.

d. All items (flower pots, figurines, chairs, wood, etc.) are to be removed from the front and back stairwell floors and stairwell areas. Doormats can remain.

e. Except as in b above, all pots and items that are plastic, or wood, or carpets, or anything combustible, such as boat covers, must be removed from under the front and back stairwells, landings or first floor balconies.

f. Balconies and patios must be kept clean and free from unsightly objects. Any permitted storage areas must be kept clean and free from obnoxious odors.

6. Bicycles. Bicycles shall not be parked, stored or secured to and/or placed in or on the balconies, Condominium grounds, hallways, stairwells, patios and/or parking lot. Bicycles may be stored in air-conditioner/heat-pump enclosures, provided that such storage does not interfere with the operation or access to the heat-pumps. Bicycles shall not be ridden on any grass, landscaped area and/or on the boardwalk within the Condominium Property at any time.

7. Clotheslines, Laundry. Laundry, rugs, bathing suits and other articles shall not be hung from or on the windows, balconies, patios, decks, fences or any exterior portion of the buildings at any time. Sweeping or shaking of mops or rugs or throwing dust or anything else from the windows, balconies, patios, fences or doors is not permitted at any time.

8. Decorations:

- a. A door wreath or ornamental flower arrangement is permitted year round, but only on the doors to the Unit.
- b. For safety reasons, no items are permitted in entranceways or stairwells, other than welcome mats and door wreaths.
- c. Holiday decorations on balcony or patio railings and on the inside sills of windows are permitted between November 1st and January 15th. Such decorations are limited to strings of small lights on the patio and balcony railings and small electric or battery operated single or multiple candle arrangements on interior windowsills.

9. Garbage, Rubbish and Trash.

- a. All garbage, rubbish and/or trash, with the exception of the Association's landscaping rubbish, that is put in the trash dumpsters in the Common Elements shall be securely wrapped and tied in plastic bags. Empty boxes shall be broken down before being placed into the Dumpster. All residents shall dispose of their trash in such a manner that the trash receptacles and surrounding area is as clean as possible and not unsightly.
- b. All garbage, rubbish and/or trash shall be stored within a Unit or deposited in the trash receptacles and shall not be placed anywhere outside of the Unit.
- c. No trash, cigarette, burning pipe ash, or cigar butts shall be discarded in or on the Common Elements or Condominium Property.
- d. Do NOT place any bulk items next to the dumpster. Residents are responsible for the removal of bulk items to include but not limited to furniture, mattresses, carpeting, auto parts, or any articles too large for the dumpster. Please contact the City of Hampton 311 Center for information on disposing of bulk items.

11. Grills.

- a. Liquefied-petroleum, gas-fueled cooking devices. LP-gas burners and any open flame cooking utensil, including charcoal grills, and smokers, must be operated at least 10 feet away from residential buildings and never on balconies, on the Pine Cone Harbour docks, or the deck surrounding Clubhouse.
- b. Liquefied-petroleum, gas -fueled, cooking devices. LP-gas burners having an LP gas container with a water capacity greater than 2.5 pounds [nominal 1 pound LP-gas capacity] shall not be operated or stored on Pine Cone Harbour Property (no 20 pound bottles).

c. Only electric Grills may be operated on a balcony, the docks or Clubhouse deck.

d. Gas grills having 1 pound LP-gas capacity may be stored in the Unit or on Balconies but the tanks cannot be attached.

e. All open flame grills must be used at least 10 feet from residential buildings.

f. If the Association gains knowledge of a grill with a propane tank in excess of the legal limit being stored within a Unit, on any balcony or patio, it reserves the right to enter the property after 72 hours of written notice to remove the tank from the property.

g. Outdoor Solid Fuel Burning Devices. Chimineas, fire pits, outdoor fireplaces, and other similar portable devices designed for outdoor use shall not be operated or stored on Pine Cone Harbour property.

11. Hazardous Materials or Substances. No gasoline or other hazardous substance, except propane tanks stored outside on balconies and patios for grills (per paragraph 10), may be stored in or on any portion of a Unit or in or on the Common or the Limited Common Elements. This paragraph does not apply to boats moored in Boat Slips.

12. Leases. No Unit Owner may lease any element of his Condominium except in accordance with the following provisions:

a. No Unit owner shall lease his Condominium Unit for a period of less than one year.

b. Security Deposit: Prior to the effective date of such lease, the Unit Owner-lessor shall deposit with the Board of Directors the sum of \$400.00 to be held as security to cover any damages caused by the lessees to the Common Elements. This amount will be returned to the Unit Owner-Lessor, without interest, at the end of the term of the lease or series of leases, less any amounts necessary to cover such damages, if any, caused by the Tenant-Lessee. The Tenant-Lessee of any Condominium Unit shall be responsible for any damage to the Common Elements, an adjoining Condominium Unit, or any other property comprising the Condominium, caused by the Tenant-Lessee, as well as responsible for legal fees, court costs, or other costs incurred by the Association in removing the Tenant-Lessee.

c. Administrative Fee. The Unit Owner-Lessor shall pay to the Association a fee of \$25.00 for each time a Condominium Unit is leased, or a lease is modified, amended, renewed, or extended. This fee is non-refundable and shall be added to the general revenues of the Association.

d. Administrative Requirements. For all leases, including modifications, amendments or extensions:

(1) The Unit Owner-Lessor shall provide a copy to the Management Office prior to the lease's effective date so that it may be kept in the Association's records and shall confirm, in writing that said lease agreement conforms to all Rules contained in the Lease section of these Rules and Regulations.

(2) The Unit Owner-Lessor shall provide, within five business days prior to the effective date of the lease, a complete list of all Tenant(s)-Lessee(s), Occupants and/or Guests authorized to use the Condominium Unit in the Unit Owner-Lessor's absence, indicating the exact period of time during which such persons shall be so authorized.

(3) The Tenant(s)-Lessee(s) shall, within five business days prior to the effective date of the lease, deliver a signed statement, in a form provided by the Association, agreeing to be personally bound by all of the terms of the Association's governing documents and Rules and Regulations and be liable for penalties, charges and the association's attorney's fees and costs for violations thereof, including liability for the Association's attorney's fees and costs in the defense of any action or cause brought by the Tenant-Lessee in which the Association prevails.

e. Boat Slip Units. With respect to a Unit that has a Boat Slip, the Boat Slip does not have to be included as part of the lease. Instead, the Boat Slip may be retained for the exclusive use of the Unit Owner, *provided* such Unit Owner remains in residence at Pine Cone Harbour) or may be rented by the Unit Owner to other Unit Owners or Pine Cone Harbour Tenants.

f. Compliance with Governing Documents. Except as otherwise provided herein, all leases, including modifications, amendments or extensions must be consistent with the Governing Documents, as the same may be amended from time to time.

g. Lease Contents. All leases shall be in writing and shall contain at least the following provisions:

(1) The Tenant-Lessee has been provided a copy of the Declaration, Bylaws and these Rules and Regulations and agrees to comply with the Declaration, Bylaws, and these Rules and Regulations as the same may be amended from time to time.

(2) The Tenant-Lessee agrees to comply with the Association's Rules and Regulations regarding pets.

(3) The Unit Owner-Lessor shall be responsible for the actions of their Tenants-Lessees and that of the Tenant's-Lessee's guests and shall be responsible for any damage to the Common Elements, an adjoining Condominium Unit, or any other property comprising the Condominium that is caused by the Tenant-Lessee, the Tenant's-Lessee's guests, or by the Tenant's-Lessee's delivery/repairmen or movers.

h. Enforcement. The Association's Board of Directors retains the right to pursue any number of remedies to enforce, by legal means, the provisions of the Governing Documents as they pertain to leases.

13. Maintenance and Repair.

a. The Association, at its expense, shall be responsible for and shall maintain, repair and replace all of the Common Elements. Individual Unit Owners, however, shall be responsible for any damage to the Common Elements, adjoining Condominium Unit(s), or any other property comprising the Condominium that is caused by said Owner, his/her family, guests, movers, delivery/repairmen, or by his/her tenants/lessees or their guests, movers, delivery/repairmen.

b. Except as otherwise described in the Declaration, Bylaws, Rules and Regulations, Unit Owners shall maintain, repair, and replace at their expense, all portions of their Unit including, but not limited to, all doors (including doorbells, door handles and door knockers), windows and frames, glass, screens, patios, balconies, electric panels, electric wiring, fireplaces, flues, ducts, electric outlets and fixtures, refrigerators, water heaters, dishwashers and other appliances, drains, plumbing fixtures and connections, air conditioning, refrigerating, heating and electrical lines within the Unit, the heating/air conditioning unit (heat pump), fan units and other associated equipment, the interior surfaces of all walls, floors, ceilings and all other portions of their Unit.

c. All exterior maintenance, painting, repairs and/or replacements, whether made by the Association or by Unit Owners, to doors and frames, door handles, door knockers, balcony, carpet, screens, windows and frames, fences, gates or the surface of any Building including roofs, or to any generally visible portion of the Common Elements or Units shall be carried out in such a manner so as to conform to the architecture, color, materials, quality and/or style of the original construction. Before undertaking repairs or replacement, Unit Owners shall contact the Association's Management Office for information on where conforming materials may be obtained

d. No owner, resident, guest, lessee or other person shall install wiring for electrical, telephone installation, television antenna, machines, air conditioning units, or the like on the exterior of the project or protruding through the walls or the roof except as authorized by the Association.

14. Moving. Residents planning a move may be given permission to use a POD storage system if approval is obtained from the Board prior to the event. If approved, the POD must be placed in the Resident's numbered parking space and may only remain on site for 48 hours. A moving truck no more than thirty-four feet (34') in length is the largest truck permitted on the Property because of the narrow entrance and tight turns to enter and exit Pine Cone Harbour

15. Noise. All persons shall reduce noise levels between the quiet hours of 11:00 PM and 8:00 AM so that occupants of other Units will not be disturbed. This includes the operation of dishwashers and laundry appliances. Unnecessary noises shall at all times be prohibited, including, but not limited to, the playing of loud music or making of other loud noises on the Condominium Property, the playing of music or making of other loud noises which is audible to others outside of the Unit or vehicle from which the music or noise is emanating. Music or other activity in and around the pool and Clubhouse will conform to the quiet hours noted above.

16. Nuisance. No obnoxious or offensive activity shall be carried on upon any part of the Condominium nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the Unit Owners or which shall in any way interfere with the quiet enjoyment of any Unit Owner of his Condominium Unit or which shall in any way increase the rate of insurance carried by the Association for the benefit of the Owners.

17. Parking:

a. Parking spaces assigned to Unit Owners may only be used by the Unit Owner to which the space is assigned or his/her authorized Tenants-Lessees or Guests.

b. All vehicles, including but not limited to recreational vehicles and boat trailers parked on Pine Cone Harbour Property overnight must clearly display Pine Cone Harbour parking decals for permanent vehicles or visitor passes for visitors. Visitor passes are valid for 72 hours. Residents can obtain longer period visitor passes (over 72 hours), visitor passes and parking decals by registering with the Management Company.

c. Boats, boats trailers, campers or recreational vehicles shall be kept only in the "Recreation Vehicle Parking Area"

d. All vehicles on Pine Cone Harbour Property, including but not limited to recreational vehicles and boat trailers, must be registered and meet all license and inspection requirements of the state in which registered. No inoperable or junk vehicles may be stored on the property.

e. Residents will be responsible for the clean up and/or damage repair to parking spaces if it is determined that fluid leaking from their vehicles caused the problem.

f. Unmarked parking spaces shall be for vehicles that are in regular use; extended parking/storage will not be allowed in unmarked spaces. Infractions of the above rules may result in the towing of the offending vehicle by the Association at the expense of the vehicle owner.

g. Assigned parking spaces shall be used by the Unit owner to whom assigned or his/her authorized tenants, guests, employees or agents. Space limitations require that assigned parking spaces be used as much as possible. Unauthorized vehicles in assigned spaces may be towed at the expense of the vehicle owner. Unassigned parking spaces shall be subject to such restrictions as the Board of Directors may, from time to time, establish. The Owners of each Unit shall insure that family members, guests, employees, agents, and lessees do not park vehicles so as to obstruct parking spaces.

h. Unit Owners and Tenants shall ensure that family members and any guests do not park vehicles on the Condominium's landscaping or on the Common Elements so as to obstruct the entrance to or exit from the parking areas or any parking spaces, whether or not the spaces are reserved spaces.

i. Any vehicle (including that of a guest) found on condominium Property that is not in compliance with any of the above parking rules at any time of day shall be subject to being towed at the expense of the vehicle's owner.

j. All vehicles shall be subject to such further regulation as set by the Board of Directors from time to time as are necessary to control and secure the parking areas for the Association.

18. Recreational Activities. No skating or skateboarding or playing of organized athletics shall be permitted at any time in the parking lot, on sidewalks, in hallways and/or in any other area within the Condominium Property.

19. Residential/Business Use. All Units are restricted to residential use only. No in-home business may be conducted in any Unit that would involve visitation by associates, clients or potential clients for the purpose of conducting business.

20. Roofs. No person shall use, traverse, or occupy any portion of the roof or attic space of any building without the prior written consent of the Association

21. Signs. No sign, advertisement, notice or other lettering, painting, including, without limitation, For Rent or For Sale signs, shall be exhibited, inscribed, painted or affixed anywhere on the Condominium Property, including, but not limited to,

on or outside of any part of the outside of a Unit or in the windows of any Unit. Open house signs may be displayed on the day of an open house only and must be removed immediately at the conclusion of that day's open house activity.

Signs, posters, or communications of any kind attached to the surface of the wall next to the mailboxes shall be temporary in nature and secured by tape to the vinyl siding only on either side of the mail boxes. They will be no larger than 8 1/2 " x 11" in size and include a name, phone number and date. They can remain in place no longer than two weeks. Communications of any kind not related to PCH activities must be presented to the Board of Directors for approval prior to posting.

22. Solicitation. Commercial solicitation is prohibited.

23. Unit Rehabilitation. Unit Owners shall be responsible for ensuring that contractors hired and/or retained by the Unit Owner or Unit resident leave hallways, stairwells, and the Common Elements in a clean state. Unit Owners shall be responsible for ensuring that contractors do not use the trash receptacle(s) to dispose of vendor-created debris, including discarded Unit items and construction materials.

24. Unit Resident Information. Unit Owners shall ensure that all Unit resident(s) personal information is on file with the Association's Manager and that such information remains current, with the resident(s) name(s), Unit address, Boat Slip number (if applicable), mailing address, telephone number (home and work), and any secondary residence information, if applicable. All information shall be updated within 30 days of any change in such information.

25. Use of Condominium Property. All use of the Condominium Property shall be in accordance with the provisions of the Association's Governing Documents.

a. All Common Elements must be kept reasonably clean and free from unsightly objects. All tools, sporting equipment and other personal items and equipment shall not be left in or on the Common Elements (except as specified for bicycles in Rule 6).

b. No improvements may be constructed on, or alterations made to, the exterior of the Building or Limited Common Elements (Boat Slips/assigned parking spaces) or on any other portion of the Property.

c. The sidewalks, entrances, hallways, corridors, passages and driveways may not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the Unit and/or the portions of the Common Elements designated for parking.

26. Vehicle Maintenance, Motor and Recreational. No major vehicle maintenance may be undertaken in the parking areas or recreational vehicle areas. If

questions concerning what constitutes major maintenance exist, ask the Association in advance of conducting such maintenance.

27. Vendor Contact. Residents shall not direct and/or attempt to manage any Association vendor while the vendor is engaged in Association-related services.

28. Water Heaters/Water Lines. Due to the incidence of extremely costly water leaks as the Condominium continues to age, the Association's Board of Directors may from time to time require inspections. If such an inspection is required, Unit Owners shall provide the Association's Management Office documentation from a certified plumber that an inspection has been conducted of the Unit's water heater and all water lines (including those related to but not limited to clothes washer, dishwasher, refrigerator/freezer, sinks) within the Unit and that any necessary repairs or replacements have been completed.

29. Wildlife. For purposes of cleanliness and to minimize the chance of attracting rodents, the feeding of pets or wildlife on balconies, patios, or anywhere on Condominium grounds is prohibited. The feeding of waterfowl and aquatic life by tossing bread and other types of wildlife food from the boardwalk onto or into the water of the inlet is permitted.

30. Window Coverings. The side of all window coverings within all Units, including shades, drapes or other decorative furnishings, which face the exterior of the Building shall be white, off-white or of such other common color or shade as may be approved determined by the Association. All such window coverings must be kept in good repair.

SECTION TWO: CLUBHOUSE RENTAL RULES AND REGULATIONS

1. Attendance at private Clubhouse functions will be limited to 55 persons for guest seated at tables and 125 for guests standing or using chairs only, because of fire and insurance regulations and the availability of unnumbered parking spaces.
2. The Pine Cone Harbour Pool is not available for separate rental or use as part of a Clubhouse rental.
3. No open fires are permitted on any portion of the Clubhouse deck or pier. A gas grill is permitted, provided such grill is used 10 feet (10') away from any combustible surface on the deck.
4. If the electric range in the Clubhouse is used, all elements and the oven shall be turned off completely before closing the Clubhouse. If a fire starts through negligence the resident renting the clubhouse is responsible. Further, all appliances found in the kitchen must be left clean and in good working order.
5. The Clubhouse stereophonic sound system, portable stereo and television may be used.
6. Clubhouse temperature can be adjusted using the wall thermostat.
 - a. Normal SUMMERTIME setting should be between 70-75 degrees. When finished, set to 80 degrees and leave bottom switches set to COOL and AUTO.
 - b. Normal WINTERTIME setting should be between 70-75 degrees. When finished, set to 55 degrees and leave bottom switches set to HEAT and AUTO.
7. Residents who have reserved the Clubhouse can begin setup activities up to three hours prior to the agreed rental start time or at the discretion of the Clubhouse Manager
8. No knives may be used on any countertops or tables without using the cutting board.
9. Taping, pinning, or nailing any decorations to any Clubhouse surface in a manner that will leave visible scarring, paint chipping, or surface holes is not permitted.
10. Residents renting the Clubhouse are responsible for removing all garbage to the trash containers located at the street ends of either Island Cove Court or Dockside Drive. Upon removal, new liner bags must be placed in all cans used inside the Clubhouse and outside on the deck during the rental. Plastic bags of appropriate size for this purpose are located in the Clubhouse kitchen.

11. The Clubhouse, in its entirety, is a no smoking facility.
12. All windows, sliding doors, front, rear and side doors shall be closed and locked before leaving. Lock all interior and exterior doors with all available locks. Do not leave the toilet doors unlocked on either side.
13. Toilets should be checked for cleanliness. All faucets and commodes shall be checked to be sure the same are not running. Lights shall be turned off and all doors shall be locked.
14. All posted rules pertaining to the pier (dock) area will be followed at all times.
15. If the electric light faux logs in the fireplace were used, be sure to switch off the electricity.
16. Turn off all ceiling fans.
17. Extinguish all candles and/or oil lamps before leaving the Clubhouse. Remember that you are responsible for fires that are the result of negligence.
- 18.. Any telephone local/long distance/information charges incurred during the rental period and charged to the Clubhouse phone number will be the responsibility of the owner or resident lessee who has rented the Clubhouse for use.
19. The gate entry instruction sign is to be returned to the Clubhouse at the end of the event.

SECTION THREE: MARINA RULES AND REGULATIONS

1. Application. The Marina Rules and Regulations stated herein shall apply to each Unit Owner in the Condominium (whether or not a Boat Slip is assigned to his Unit) and his family and his or their guests, employees, agents and lessees and their guests, employees and agents (all collectively referred to as "Residents"). Each Unit Owner shall be responsible for the actions of such family, guest, employees, agents and lessees.

2. Association Not Liable for Vessel Casualty. Unit Owner agrees that the Association assumes no responsibility for the safety of any vessel moored in the Marina, and will not be liable for damage or loss occurring to Unit Owner's vessel for any reason from fire, theft, wind, wave action and /or high water or any other loss or casualty to Lessee's vessel, its equipment, appurtenances, engines (including outboard engines), dinghies, etc., including trailers and cradles.

3. Boat Slips and Piers.

a. The pier and Boat Slip area are only to be used for the purpose of mooring vessels and providing pedestrian access to and from vessels. No improvements, repairs, additions or alterations of any kind may be made to or upon any Boat Slip or pier without the prior written consent of the Board.

b. Piers shall be kept clean at all times and shall not be used for temporary or permanent storage of equipment or supplies. Open fires or the use of grills, hibachis and/or other cooking devices are not allowed on the piers.

c. Boat Slip Owners shall be responsible for the maintenance, repair and replacement of the dock box that is part of their Slip. If a dock box must be replaced, the Owner shall ensure, by first checking with the Management Office, that the replacement box conforms with the style, color and dimensions of the boxes presently used throughout the Slip area.

d. Boat Slip Owners shall be responsible for the upkeep and general appearance of their Slip. Only dock lines that secure a boat (or an approved floating dock for a personal watercraft), and containment lines (permanent lines installed between outer pilings and inner pilings to aid in docking) are permitted. It shall be the responsibility of the Slip Owner to remove derelict, unused dock lines and any other lines that are intended for purposes other than being attached directly to a boat (or a floating dock for a personal watercraft) in order to secure or board it. When a boat is away for extended periods (e.g., winter storage, etc.) dock lines may remain on pilings if neatly coiled.

e. Boats are to be maintained in seaworthy condition and in good operating order. Slips are not to be used to store rafts, barges, or inoperable vessels of

any kind except for floating docks specifically approved by the Board of Directors to berth personal watercraft. The use of plastic tarps and other non-fitted covers on vessels is prohibited except for temporary protection and repairs during a period not to exceed 30 days.

4. Children and Pets. Children under the age of 12 must be accompanied by an adult at all times while in the Marina area and, for their own safety, should not be allowed to play, unsupervised, in any area of the Marina. Pets are not permitted in the Marina unattended.

5. Commercial Use. No commercial watercraft may be berthed at Pine Cone Harbour, nor may any recreational watercraft berthed at Pine Cone Harbour be used for commercial purposes. A commercial purpose is defined as intentionally using any watercraft for business, profit making, or for-hire. This includes, but is not limited to, fishing charters, sightseeing cruises, and boat rentals of any kind.

6. Emergency Salvage Attempt. In the event the Unit Owner's vessel is observed to be sinking or on fire while moored in the Marina, Unit Owner grants to the Association without recourse the right to enter the vessel to attempt salvage, and to take whatever means it deems appropriate. Unit Owner holds the Association harmless for any resultant damage to his vessel to which the Association attempted to render aid as contemplated herein.

7. Fishing, Swimming, etc. No swimming is allowed in the Marina Area. Underwater diving is prohibited unless done for maintenance purposes with written permission from the Board. Fish cleaning is permitted only at the designated fish cleaning station located on the dock. Those using this station are responsible for cleaning the area after use. Fishing from the "T" end of the pier is permitted and only by residents of the Association and/or guests of residents of the Association.

8. Guest Boats. Unit Owners shall be responsible that neither they nor the Tenants of their Unit permit a "guest" or "guests" (persons whose boat is not owned, all or in part, by the Owner or Tenant of the Unit to which the Boat Slip is a part) to tie up a boat in the Unit's Boat Slip for more than 5 days at any one time, or for more than one weekend (any 6 hour period between 6 PM Friday and 6 PM Sunday) in any one calendar month, or for more than a combined total of 10 days in any one calendar year without first obtaining the written permission of the Association's Board of Directors.

9. Length of Vessel and/or Accessories. No vessel or any accessory attached thereto shall overhang its Boat Slip length by more than two (2) feet without the prior written consent of the Board.

10. Noise. Noise of any type is to be kept at a minimum between the hours of 11:00 PM and 8:00 AM

11. Refuse. All refuse, cans, bottles, engine oil, bilge oil, flammable substances, human and fish wastes, and the like shall be disposed of in proper containers/places.

12. Safe Operation of Vessels. The vessel shall be operated in a safe/careful manner so as not to cause damage to the Marina facilities and other surrounding structures or to any other vessels and shall be maintained in a safe and seaworthy condition and not be a public nuisance or interference with the peaceful and quiet enjoyment of the Marina patrons.

13. Slip Ownership and/or Rental. The Owner of a Unit with a Boat Slip:

a. Does not have to include the Boat Slip as part of a lease. Instead, the Boat Slip may be retained for the exclusive use of the Unit Owner, *provided* the Unit Owner remains in residence at Pine Cone Harbour, or may be rented by the Unit Owner to other Residents.

b. May lease the Boat Slip to another Resident or may let other Residents use the Boat Slip. Conversely, except in the case of guests, Boat Slips may not be leased to or used by person(s) who are not Unit Owners or Tenants.

c. May sell or reassign the Boat Slip to another Unit Owner.

d. In keeping with Rule b above, if a Unit Owner-Lessor leases out a Unit with a Boat Slip, the lease need not include the Boat Slip as a part of the lease.

e. In accordance with Rule c above, Boat Slips may be owned by and sold ONLY to Unit Owners or reassigned between Unit Owners. All sales or reassignment contracts require the signature of the President of the Association's Board of Directors. Once executed, a copy of the contract shall be filed in the Association's Management Office and must be registered with the Hampton City Court in accordance with existing law.

f. For accountability and security reasons, Unit Owners with Boat Slips shall be responsible that they or the Tenants of their Unit provide the Association's Management Office, either in person or by telephone, with the boat owner's name, address, phone number and expected length of stay for all boats and watercraft that tie up in the Unit's Boat Slip. This information shall be provided to Management prior to or within 24 hours of arrival. For departing boats and watercraft that shall be away for 7 days or more (e.g., winter storage, trip, departing guest boat, etc.), such information shall be provided prior to or within 24 hours departure.

14. Sunken Vessel. In the event that Unit Owner's vessel sinks in its Slip or within the Marina Area, Unit Owner shall commence salvage activities within twenty-four (24) hours of notice by the Association that such sinking has taken place. Failure

to commence such salvage action within the prescribed time shall give the Association the right to salvage the vessel and charges for such salvage shall be the responsibility of the Unit Owner.

15. Unit Owner Responsible for Vessel. The Association makes no warranty or representations concerning the Boat Slip and assume no responsibility for the care of or risk to any vessel or property in or about said vessel, it being the sole and exclusive obligation of the Unit Owner to properly secure his own docking lines, protect any personal property in or about said vessel and to make any and all necessary repairs to maintain said vessel in operating condition.

a. Boat Slip Owners are responsible for any and all damage to Boat Slips and pilings, watercraft in the Condominium's Slips, finger piers, the bulkhead, and/or the boardwalk that is caused by them, by their family, by their guests or by their Tenants or their Tenants' guests. In keeping with this Rule, Unit Owners with Boat Slips shall be responsible for providing the Association's Management Office with a certificate of insurance from both their boat and homeowner insurance carriers. The boat insurance will apply to bodily injury and property damage caused by the boat, or personal watercraft, whichever applies; the homeowner policy will apply to "trips and falls" to the Unit Owner's Boat Slip.

16. Use of Vessels. Permanent living aboard the vessel is prohibited. No business shall be allowed to be conducted on the piers or vessel, including charter services without written consent of the Board.

17. Vessel is Insured. Unit Owner warrants that any vessel moored in the Boat Slip assigned to his Unit is insured for liability. The Unit Owner agrees that he will be held responsible for damage which his vessel may cause, by any means, to other vessels in the Marina or to the Marina structures, equipment or facilities.

18. Vessel is in Good Condition. Unit Owner covenants that any vessel moored in the Boat Slip assigned to his Unit is seaworthy, fully found, in insurable condition and in compliance with all state and federal safety regulations and capable of getting underway within one (1) hour after notice. Failure of Unit Owner to maintain said vessel in such condition shall constitute a violation of these rules and regulations.

SECTION FOUR: SWIMMING POOL AND POOL AREA RULES

1. All persons entering the Pool area assume the risks and agree not to hold the Association, its employees and/or any agent(s) responsible for personal injury and/or loss or damage to personal property. Swim at your own risk. No swimming will be conducted unless two (2) adults, "adult" defined as a person over the age of eighteen (18), are present in the pool area.

2. Admittance is limited to residents and their guests.

3. Adult Supervision. Children under the age of fourteen (14) must be accompanied by a parent or other adult. There must be two (2) adults in the pool area at all times. An adult with a child does not satisfy this requirement.

4. Conduct and Language. All persons using the Swimming Pool and in the Swimming Pool area shall conduct themselves in a manner so as not to disrupt or impair the use and enjoyment of the Swimming Pool by others. Profane or vulgar language and actions is strictly prohibited. Violation of this rule may result in suspension of Swimming Pool privileges for Owners and/or Tenants.

5. Food. No eating or drinking allowed in the pool or close to the pool. Snacks and beverages (in cans or plastic containers) will be permitted at the round tables or while sitting in the chairs around the pool. Glass containers are expressly prohibited. Pool patrons are responsible for keeping this area clean. Please throw away all trash in the proper containers and pick up all food that falls on the ground.

6. Health Requirements. Patrons with colds, coughs, inflammation of the eyes, who are wearing bandages, have an infection or an open sore or other physical conditions that may affect the health and welfare of themselves or other patrons should refrain from using the Pool. Spouting of water from the mouth and similar unhygienic actions in the Swimming Pool or the swimming area are not permitted. Regular diapers in a Pool are a health code violation. No one shall be allowed to utilize any portion of the Pool while naked.

7. Hours of Operation. Pool hours are from 7 AM to 9 PM.

8. Liability. All persons using the Swimming Pool do so at their own risk. The Association assumes no responsibility for any accident or injury in connection with the use of the Swimming Pool or swimming area or for any loss or damage to personal property. All persons using the Swimming Pool agree not to hold the Association liable for any actions of any kind whatsoever occurring within the Association's property limits. All Members are responsible for the actions of their children and their guests.

9. Pool Filtration Room. Only authorized staff is allowed in the Pool Filtration Room.

10. Revocation of Privileges. Owners and Tenants are requested to caution their children and guests to observe the Swimming Pool rules and regulations. Any failure to comply with the Swimming Pool rules and regulations shall be considered sufficient cause for residents to be deprived of the use of the Swimming Pool.

11. Safety Considerations:

a. Running, pushing, and horseplay are prohibited. Diving, pushing, dunking, or rough play will not be permitted in the Swimming Pool or the Pool area.

b. Diving into the Swimming Pool is prohibited.

c. Glass containers and breakable objects are not permitted in the Swimming Pool and deck area. Only beverage containers made of plastic and/or aluminum cans are permitted on the Pool deck area.

d. No intoxicated persons shall be allowed in the Swimming Pool or the Swimming Pool area.

e. Strollers, wheeled carriages and small wagons used to transport young children and portable playpens are permitted as long as they do not obstruct the use of other patrons. These items are not allowed on the Swimming Pool deck, except upon entering or exiting the area.

f. All refuse must be placed in containers provided for this purpose. Members are urged to assist in keeping the Swimming Pool and Pool area clean.

g. Persons wearing glasses or goggles in the Swimming Pool must secure their glasses or goggles with an appropriate support band.

h. NO smoking in the pool.

i. Pets are not permitted in the pool area.

j. Wheeled vehicles, including but not limited to bicycles, tricycles, "big wheel" type toys, skates or skateboards are prohibited inside the fenced area of the Swimming Pool except for wheelchairs used for disabled patrons. Basketballs and hard balls of any type are not allowed in the Pool area.

k. The Pool may be cleared of patrons from time to time to allow for water quality testing and adjustment.

l. The tables, chairs and umbrellas are not to be removed from the Pool area.

m. Thunderstorms. Owners and Tenants must clear the Pool for fifteen (15) minutes for each clap of thunder heard. Members must clear the Pool for thirty (30) minutes for each lightning bolt. If both are heard and seen simultaneously then the Pool must be cleared for a period of 30 minutes. The Pool will always remain cleared as long as there is thunder and lightning continually heard and/or seen.

n. Use of swimming aids and inflatable toys will be permitted if used with discretion. These objects must not interfere, with other swimmers.

o. Children who cannot swim, and are dependent solely upon any floatation device for their safety, are not allowed in the pool without a parent. Adults responsible for children unable to swim are expected to maintain constant vigilance.

12. Swimwear/Clothing. Swimmers must wear proper swim attire to enter the pool. Clothing that has been "dyed" will not be allowed in the Pool. No person shall be permitted to wear shorts, "cut-offs", etc., in either Swimming Pool. Non-toilet trained or incontinent persons will not be allowed in the Pool without a swim diaper specifically designed for swim wear. Wet bathing suits are never allowed in the main area of the clubhouse.

SECTION FIVE: ASSESSMENT COLLECTIONS PROCEDURES

1. General Procedures.

a. All monthly installments of the annual assessments shall be due and payable in advance on the first day of the applicable month; all special assessments shall be due and payable on the first day of the next month which begins after delivery to the Unit Owner of notice of a special assessment; and all limited common expense charges shall be due when invoiced ("Due Date").

b. All documents, correspondence, and notices relating to assessments or charges shall be mailed to the address which appears on the books of the Association or to such other address as is designated in writing by an owner.

c. Non-receipt of an invoice for payment, required or not, shall in no way relieve the owner of the obligation to pay the amount due by the due date.

d. Charges assessed pursuant to Section 55-79.80:2 of the Virginia Condominium Act shall be collected as an assessment or in such manner as shall be determined by the Board of Directors.

2. Remedies for Nonpayment of Assessment.

a. If payment of the total assessments or charges due, including special assessments, charges for violations of the Condominium Instruments or Rules and Regulations, and returned check charges, are not received by the managing agent by the tenth (10th) day of the month, the account shall be deemed late and a late charge of 10% of the overdue assessment may be applied to the delinquent account for each assessment installment that is not paid by the tenth (10th) day of the month. Delinquent utility charges shall be assessed a late charge in such amount as may be determined by the Board of Directors as and when reflected on the utility invoice.

b. If a check is returned and an assessment or charge due and owing is not otherwise received in the applicable time period, as provided in paragraph a above, the account shall be deemed late and a returned check charge of twenty-five dollars (\$25.00) shall be added.

c. A "Late Notice" will be sent by the managing agent to owners who have not paid assessments or charges, in full, by the thirtieth (30th) day after the due date. The late notice may warn the owner that the account will be accelerated and may be sent to legal counsel for legal proceedings. Non-receipt of such notice does not relieve the owner of his or her financial obligation to pay the costs of collection accrued by the Association for the collection of the delinquent debt, including, but not limited to, interest, costs and attorney's fees.

d. If payment in full, of any assessment or charge, interest, costs and returned check charges, is not received by the managing agent by the forty-fifth (45th) day after the due date, the account may be referred to counsel for the Association and shall be accelerated. The managing agent or counsel shall mail a demand letter and notice of acceleration to the owner at the address listed on the books of the Association which notifies the owner of pending legal action. Non-receipt or lack of notice shall not prevent the Association from prosecuting the debt due.

e. If payment in full, of the amounts due, is not received by counsel or the managing agent within thirty (30) days after the notice of acceleration has been sent, a Memorandum of Lien may be filed. Non-receipt or lack of notice shall not prevent the Association from filing a lien within the statutory deadline. Reasonable attorney's fees, late charges, interest, and the costs of collection, including the costs of filing and releasing the Memorandum of Lien, shall be added to the account and the delinquent Unit Owner shall be liable for all costs, late charges, interest, and attorney's fees pursuant to the Association's Declaration and Bylaws.

f. If payment in full, of all amounts due, is not received by counsel or the managing agent by the sixtieth (60th) day after a due date, a civil suit may be filed personally against the delinquent Unit Owner(s); in addition, the delinquent owner's Unit may be foreclosed and placed on auction at public sale by the Association.

g. If an account remains delinquent after the filing of a lien or civil suit, counsel for the Association shall take all appropriate legal action to collect the amounts due unless directed otherwise by the Board of Directors of the Association.

h. If a lien remains unpaid, a suit to enforce those liens and foreclose on the Unit may be filed within twenty-four (24) months of the date the lien is recorded.

i. If the Association receives from any Unit Owner, in any accounting year, two or more checks returned for insufficient funds for payment of assessments or other charges, the Board may require all future payments to be made by certified check, cashier's check or money order for the remainder of the fiscal year.

j. All costs incurred by the Association as a result of any violation of the Declaration, Bylaws, Rules and Regulations or Resolutions of the Condominium by a Unit Owner, his family, employees, agents, lessees or licensees, shall be specially assessed or charged against the Unit Owner. Such costs include, without limitation, legal or administrative expenses (regardless of whether suits or liens are filed) resulting from an owner's failure to pay charges or assessments when due or from any other default referred to in this paragraph.

k. The Board may, but shall not be required to, grant a waiver of any provision herein, except filing of memoranda of liens beyond the statutory deadline, upon petition, in writing, by an owner alleging a personal hardship. Such relief granted

an owner shall be appropriately documented in the files with the name of the person or persons representing the Board granting the relief and the conditions of the relief.

I. Payments received shall be credited in the following order to the extent allowed by law:

- (1) Charges for attorney's fees and court costs.
- (2) All returned check charges, late charges or interest accrued.
- (3) All other charges incurred by the Association as a result of any violation by an owner, his family, guests, employees, agents, lessees or licensees of the Declaration, Bylaws, Rules and Regulations or Resolutions.
- (4) The monthly and special condominium assessment for each Unit, applied first to the oldest amount due.

m. Failure by the Association to follow any of the procedures set forth herein shall not excuse any owner from their obligation to pay all assessments, interest, charges and costs, including reasonable attorney's fees, due in a timely manner, nor shall such failure constitute a waiver of the Association's right to collect all assessments, costs, including reasonable attorney's fees, charges and interest due to the Association.

SECTION SIX: COVENANT ENFORCEMENT PROCEDURES

The Board of Directors, on behalf of the Association, formally adopted Section 55-79.80:2 of the Code of Virginia, 1950, as amended (a provision of the Condominium Act), as the same may be amended from time to time, and expressly reserves the right to suspend privileges and assess charges in accordance with the Condominium Act and with these Rules and Regulations.

1. Covenant Violations.

a. When a violation of the Declaration, Bylaws, Architectural Guidelines and/or Rules and Regulations ("Governing Documents") is either observed or reported to the Board of Directors or the Association's Manager, the Owner will be issued a written warning or "cease and desist" letter upon notice of the violation. This notice will state the nature of the violation, the action required to abate or cure the violation, a reasonable time to cure the violation and the Board's authority to impose sanctions for failure to abate or correct the violation, after an opportunity to be heard.

b. In the event the Owner cures or abates the violation within the time frame stated in the written warning, the Board of Directors may, in its sole discretion, consider any repeat of the same violation within the next twelve (12) months a continuing violation of the noticed violation and may schedule a due process hearing without further written warnings.

c. If the violation is not cured within the time frame set forth in the written warning, notice that a due process hearing has been scheduled will be issued. The hearing notice will contain the time, date and location of the due process hearing and identify the official body to preside over the hearing.

d. Notice of the due process hearing shall, at least fourteen (14) days in advance thereof, be hand delivered or mailed by registered or certified United States mail, return receipt requested, to such Owner at the Lot address as well as any alternate address upon the books and records of the Association and shall be delivered as may otherwise be required for notices of meetings of the Association. The Owner shall be advised that an attorney may be present to represent the Owner at the due process hearing.

e. The due process hearing shall be conducted by at least three (3) Members of the Board of Directors.

f. Failure of an Owner to attend the scheduled due process hearing shall not waive the Board's right to continue to hold the due process hearing and the Board shall have the authority to charge the Owner for an occurrence or continuing occurrence of the noticed violation.

g. If the Board finds the Owner to be in violation, charges may be assessed in an amount not to exceed fifty (\$50.00) dollars for a single offense or ten (\$10.00) dollars per day for a violation of a continuing nature until the violation is cured. Such charge(s) shall be treated as a lien against said Owners and shall have the same force and effect as if the charge was a part of the Common Expense attributable to such Owner.

h. The due process hearing result shall be mailed by registered or certified mail, return receipt requested, to the Owner at the address of record with the Association within seven (7) days of the due process hearing.

i. The Board may, in its sole discretion, determine as a result of the due process hearing that the Owner shall incur the charge imposed by the Board for any recurrence of the identical violation within twelve (12) months of the date of the due process hearing results letter, *provided, however*, that no such charge shall be imposed for any such occurrence(s) beyond the original violation for which the due process hearing was conducted unless so stipulated in the due process hearing results letter.

j. Any Owner found to be in violation shall be responsible for all attorney's fees and court costs that may result in the enforcement of the Association's Declaration, Bylaws, Architectural Guidelines and Rules and Regulations, or any amendments thereof.

2. Failure to Pay Assessments.

a. If a Unit Owner is more than ninety (90) days delinquent in the payment of assessments due to the Association, the Board of Directors may suspend that Owner's right (and that of the residents of his or her Unit) to park at the Condominium, use the Swimming Pool, and/or access to utilities controlled by the Association until the delinquent assessments and all related charges, including any applicable attorney's fees, are paid in full.

b. Prior to the imposition of any such suspension, the delinquent owner shall be offered an opportunity to be heard and to be represented by counsel before the Board of Directors in accordance with the due process procedures set forth in Rule 1 above.

c. No such suspension shall be imposed in a manner that will preclude access to the Unit through the Common Elements or that shall endanger the health, safety, or property of any Unit Owner, occupant and/or Tenant. If an Owner's parking rights have been suspended, any vehicle authorized to utilize the Owner's parking space, shall be subject to immediate towing at the vehicle Owner's sole risk and expense if they are parked at the Condominium during the suspension period.

3. Nothing herein shall in any way limit the remedies available to the

Association. All remedies herein shall be deemed cumulative of those set forth in the Declaration and Bylaws of the Association and of those otherwise available at law or in equity.

UPLOADED
4/27/2021