

PIER POINT CONDOMINIUMS ASSOCIATION
OF JACKSONVILLE BEACH, INC.

RESIDENTIAL RULES AND REGULATIONS

1. General.

a. These rules and regulations apply only to the Residential Condominium Units, the Residential Limited Common Elements and the Residential Unit Owners. All definitions contained in the Declaration of Condominium are adopted and such defined terms are intended to have the same meaning when used in these Rules. For purposes of these Rules and Regulations, several words are defined for clarification:

- (i) An owner is one who has purchased a condominium unit. This includes members of the purchaser's immediate family who reside in the unit.
- (ii) A resident is one who is residing in the unit, whether or not he is an owner.
- (iii) A guest is one who is visiting a resident on an overnight or longer basis.
- (iv) A tenant is one who rents or leases a unit from an owner.
- (v) A visitor is one who is invited or drops in for a brief visit.

b. The Board of Directors of the Association, or the managing agent at the direction of the Board of Directors, will be responsible for implementing and enforcing these Rules and Regulations, and it is expected that all owners, residents, guests, and visitors will cooperate fully. The Board of Directors shall have the authority to interpret these Rules and their determination shall be controlling.

c. The Board of Directors may from time to time establish fines or penalties for violations of the Rules, provided that all fines or penalties are uniformly enforced against all owners and residents in accordance with the Declaration of Condominium and the Articles of Incorporation and By-Laws of the Association (collectively the "Governing Documents"). If any assessed fine or penalty has not been paid within two (2) weeks after written notification to the resident and the owner of the Unit (if the owner is not in residence) the Board of Directors may take enforcement actions against the owner and/or the resident, in accordance with the Governing Documents.

d. The Board of Directors may delegate some or all of its rights, privileges, or responsibilities under these Rules to the management company with which the Association has contracted to manage the Condominium, including without limitation, the interpretation, implementation and enforcement of these Rules.

e. Any consent or approval given under these Rules by the Association or the manager shall be revocable at any time by the Board of Directors.

2. Use of Common Facilities. The comforts and facilities of the Condominium are primarily for the use of residents. Owners will be responsible for the actions of their tenants, guests and visitors, and must be mindful of the rights of other residents. The Association, acting through its managing agent, has the sole authority to operate and maintain the common Elements of the condominium and to regulate the use of the common Elements. Individual Owners or other residents of the Condominium do not have the authority to waive or modify any requirements of the Governing Documents or these Rules or to permit the use of the common facilities in violation of the Governing Documents or these Rules.

3. Units.

a. All Units must be treated regularly to control pests. The Association may supply pest control services for the inside of each Unit, with the cost thereof being part of the common Expenses. An Owner has the option to decline such service unless the Association determines that a single service is necessary for the protection of other portions of the Condominium. In the absence of such determination, the Owner either must permit the Association's pest control company to enter the Unit or must employ a licensed pest control company to enter the Owner's Unit on a regular basis to perform pest control services and must furnish written evidence thereof to the Association. The cost of pest control provided by the Association is a Common Expense and the election of an Owner not to use the service will not reduce the Owner's assessments.

b. All windows in the Units must have window treatments. The color of all window treatments visible from outside the Unit must be white or Off-white. Bed sheets shall not be used as window treatments.

4. Balconies, Terraces and Unit Exteriors. It is prohibited to hang towels, laundry, rugs, or other items, from the windows, porches, balconies, trees, or from any of the facades of the condominium buildings. No awnings or window guards shall be used without the prior written approval of the Board of Directors. The foregoing does not prohibit a resident from displaying one removable United States flag in a respectful manner.

Balconies, patios and porches may not be used for storage. Except for porch furniture, potted plants, electric bar-b-que grills and other items specifically approved by the Board, no other objects shall be left on a porch or balcony when not in actual use, including without limitation children's toys, bicycles and dead or dying potted plants. All furniture and other objects shall be removed from balconies or terraces during hurricane warnings and other periods of high winds.

The exterior of the Units, including the doors, porches, balconies and patios shall not be painted, decorated, enclosed or modified in any manner without prior written approval of the Board of Directors in accordance with the provisions of the Governing Documents. No drilling, nailing or other penetration of the exterior walls of the buildings, including the porch and patio walls, is permitted. No wiring for electrical or telephone equipment and no installation of any type of television antennae, satellite dish, air conditioning units or other similar or dissimilar equipment shall be permitted on the exterior of the buildings or that protrude through the walls or roof of the building except as authorized by the Board of Directors.

5. Nuisances and Disturbances.

a. No Owner, resident, guest or visitor shall use or allow the use of the Unit or any portion of the Condominium at any time, in any way or for any purpose which may endanger the health or safety of other owners or residents, or which may unreasonably annoy, disturb, cause embarrassment or discomfort to other owners or residents. In particular, no person may use or allow the use of a Unit or the Common Elements in any manner which creates noises disturbing to residents, including without limitation, the use of audio-video equipment that, in the sole discretion of the Board of Directors, interferes with the right, comfort or convenience of the other residents. This applies to each Unit and the Common Elements, including the pool areas and community buildings.

b. It is prohibited to use the audio equipment in any motor vehicle located on the Condominium Property at volume levels that can be heard outside of the vehicle by a person with normal hearing and sensibilities.

c. The display or discharge of firearms or fireworks on the Common Elements or Limited Common Elements is prohibited, except by law enforcement officers in the performance of law enforcement duties. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size.

6. Recreational Facilities. The recreational facilities are for the exclusive use of residents. Hours of operation and noise restrictions must be strictly observed. Please make sure all personal items and trash are removed from the area. No glass or animals in the fenced area.

a. The pool deck, open-air cabana, swimming pool, and Jacuzzi Spa is open from dawn to dusk daily. Maximum 4 guests per unit with resident. No alcoholic beverages are allowed in the pool or cabana area in original container. Swim at own risk-No Lifeguard on duty. No diving. For Emergency Assistance-call 911.

b. The fitness center is open from 6 am to 10 pm daily.

c. The club room is available by reservation only with approval by the Board of Directors or Manager.

d. The Grill is available on a first come - first serve basis for a maximum of one hour. Please use safely and clean up before you leave.

7. Signs. No one shall post any signs, advertisements, or posters of any kind in the Common Elements or on the windows, porches, or other areas of a Unit that are visible from the exterior or on any part of the Common Elements, including "For Sale" and "For Rent" signs except as authorized by the Governing Documents or the Board of Directors. For Sale and/or For Rent signs are allowed only on the stationary post at 5th Avenue N. and 2nd Street. Signs must be 8"x10" with a dark green background and white letters.

The sign must be procured at Buchanan Sign and Flags who has the template in their system and the cost borne by the owner.

8. Access.

a. Driveways, parking lots, sidewalks, entrances, stairways, and passageways shall not be in any manner obstructed or used for any purpose other than access to and from the Units and the Common Elements. Any damage to the Common Elements or any equipment located thereon caused by an Owner, his children, guests, visitors or tenants shall be repaired at the expense of the Owner if not covered by insurance.

b. The managing agents of the Association or any contractor or workman authorized by the Association may enter any Unit at any reasonable hour of the day for any purpose permitted under the Governing Documents. However, except in an emergency, entry will be made only by prearrangement with the resident. All residents shall provide to the Association's managing agent a copy of the key or keys necessary to gain access to the Unit. It is necessary to provide a key as there is not a master key system.

c. Building access is restricted by the use of an "access card or fob". The access card or fob is individually assigned to each unit. If the access card is lost, a replacement can be issued upon written request to management and receipt of the \$50 fee. The lost card will then be deactivated. Building entry for guests and/or vendors is available thru the intercoms at the North and South Lobbies. Scroll thru the directory - enter the numbers indicated to call the local number provided. The resident can then speak to the visitor and grant access by entering 9 on the phone. If you are aware that someone is trespassing, call the Jacksonville Beach Police at 270- 1661.

d. Fire Escape Doors exit to the west parking lot.

9. Storage. No part of the Common Elements shall be used for storage of any materials, vehicles, or any other items, except in areas designated in the Governing Documents or by the Board of Directors. No inflammable oils or fluids, explosives or other articles deemed hazardous shall be stored on the premises.

10. Refuse. All trash, garbage and other refuse shall be placed in refuse disposal containers located in areas designated by the Board of Directors. Individual trash containers must be kept within the Condominium Unit and may not be stored on porches or balconies.

11. Children. Residents shall be responsible for the actions of their children and for any damage to the Common Elements caused by their children or the children of their guests or visitors. A responsible adult must accompany children under the age of eighteen (18) using the swimming pools. The Board of Directors may establish additional regulations regarding the use of the common facilities by children, including by way of example, prohibiting children from using the common facilities during certain time periods.

12. Rentals and Guests. Leasing of the units by the owner shall be permitted under the following terms and conditions:

a. Only entire Units may be leased. No rooms may be rented and no transients may be lodged in a Unit. Occupancy by tenants is restricted to two (2) persons times the number of bedrooms in the Unit.

b. The minimum lease term for the leasing of a Unit is seven (7) months.

c. The Unit Owner and the tenant will be jointly and severally liable for any damages to the Condominium Property or any loss, liability or obligation incurred by the Association caused by the tenant or the tenant's guests-

d. Following the closings of the sale of ninety percent (90%) of the Units to Owners other than Declarant, no more than forty-nine (49%) of all Units in the condominium may be leased at any time.

e. The Association has the right to require evidence that the proposed tenant meets minimum tenant qualification requirements as may be set forth in the Association's Regulations, as amended from time to time. If the proposed tenant does not provide such evidence, the Association may disapprove the tenant and the lease shall not be entered into. Approval of a tenant shall not be unreasonably withheld by the Association. The owner's account must be current but should the owner/landlord become delinquent during the term of the lease, the association will collect delinquent assessments directly from tenants.

f. All leases must contain provisions requiring the tenant and all occupants to comply with the terms and conditions of the Declaration of Condominium, the Articles of Incorporation and By-Laws of the Association and the Association's rules and regulations and shall provide that the Association shall have the right to impose fines or bring an action for damages or injunctive relief against tenants for failure to comply with such provisions. The Unit Owner will be jointly and severally liable with the tenant to the Association for any amount which is required by the Association to repair any damage or to pay any claim for injury or damage to property caused by the negligence of the tenant. Prior to occupancy by the tenant, the Owner or tenant must submit the lease application for each adult occupant with copy of drivers' license. At least one applicant's gross income must be three times the monthly rent. A fully executed copy of the lease and a \$100.00 transfer fee must be submitted for approval ten days prior to occupancy.

g. Contact for services: Electrical - Beaches Energy Services at 247-6241; Water & Sewer - Oates Energy at 242-0075.

13. Move In/Out Procedures. The following guidance is to be adhered to incident to an Owner/Renter moving in or out of the Condominium Property or moving large pieces of personal furniture in or out of their personal Unit.

a. Reservations shall be made with Management **at least three (3) days** in advance of the move so that pads may be installed on the elevator walls to prevent any possible damage. Maintenance will be advised by Management of the date/time of the move and the North elevator will be padded.

b. Move in/out is only permitted on weekdays between the hours of 8:00 AM to 5:00 PM. Weekend or holiday moves are **not** permitted.

c. It is the Owner/Renter's responsibility to provide proof of their mover's liability insurance at least one (1) day in advance of the move.

d. The mover's van will use only the 5th Ave N street side for parking and unloading which is the responsibility of the Owner/Renter involved. Doors are strictly prohibited from being blocked open.

e. Parking of the van on the 5th Ave N side shall be to minimize inconvenience to other residents and to provide egress of personal goods only through the two (2) north-facing doors.

f. Upon completion of the move in/move out, it is the Owner's Responsibility to notify Management.

g. Removal of the boxes associated with the move from the premises is the responsibility of the Owner/Renter involved.

f. An Owner is fully responsible for any damage to person or property caused by his/her move. In the event of any damage to the Condominium Property caused incident to their move, the decision of the Board of Directors as to the amount of damage shall be determinative and the Unit Owner shall be subject to assessment by the Association for the amount of the damage.

g. Access to normally locked areas for landline telephone, internet cable or television requires coordination and should be addressed with Management.

14. Pets. No pets or animals shall be kept or maintained in or about the Condominium Property except only permitted dogs, cats and small caged birds, hereinafter referred to as "Pets", except that pit bulldogs, rottweilers, doberman pinschers and chows are not permitted. Pigs, snakes and all other reptiles are not permitted. A conditional license to maintain two Pets, as defined above, in the owner's Unit, is granted to residents, subject to the following conditions and reservations:

a. Permitted dogs must be kept on a leash at all times while on the Common Elements.

b. Pets must not be curbed near the walkways, shrubbery, gardens, or other public spaces, but only in designated pet walk areas. Owners of Pets are required to clean up after Pets.

c. An owner is fully responsible for any damage to person or property caused by his Pet. In the event of any damage to the Condominium Property caused by a Pet, the decision of the Board of Directors as to the amount of the damage shall be determinative and the Unit Owner shall be subject to assessment by the Association for the amount of damage.

d. Aquarium fish (up to a 25 gallon container) are permitted, but are not counted in the two pet limitation.

This conditional license is subject to revocation and termination at any time by the Board of Directors upon their reasonable determination that the Pet is dangerous or is a nuisance, and such Pet shall be removed from the Condominium Property within seven (7) days of the Boards' written notice.

15. Parking.

a. Only operable passenger automobiles, mini-vans or sport utility vehicles used as passenger vehicles and receiving a "Car" or "passenger vehicle" classification by the Florida Department of Highway Safety and Motor Vehicles, motorcycles, pick-up trucks of three-quarter ton capacity or less, mopeds and bicycles (collectively "Permitted Vehicles") may be regularly parked within Condominium Property. No boats, trucks greater than three-quarter ton capacity, recreational vehicles, trailers, motor-homes, campers or other non-permitted vehicles or objects ("non-Permitted Vehicles") shall be parked on the Condominium Property. The foregoing does not prohibit the temporary and occasional parking of service trucks, moving vans and additional vehicles of visitors or guests in other areas.

b. No owner or any other person may repair any vehicle (including Permitted Vehicles) on the condominium Property. The foregoing does not prohibit emergency repairs necessary to move a Permitted Vehicle.

c. Each unit owner has two reserved parking spaces. All guests and/or visitors must park in public parking areas. Commercial Spaces are reserved for commercial customers during business hours 6:00 am to 10:30 pm.

16. Hurricane Preparations. Unit Owners and lessees who plan to be absent from their Unit during the hurricane season must prepare their Unit prior to departure by:

a. Removing all furniture and plants from the Unit's patio or balcony.

b. Designating a responsible firm or individual to care for their Unit during their absence in the event that the Unit should suffer hurricane damage, and furnish the Association or the management company with the name of such firm or individual.

17. Garage Sales. Garage Sales, yard sale, flea markets, or similar activities are prohibited unless approved in writing by the Board.

18. Amendment. These Rules and Regulations may be amended from time to time by a majority of the Board of Directors in accordance with the requirements of the By Laws, or may be amended by a majority vote of all owners at a meeting duly called for such purpose; provided however, for so long as Declarant holds any Units for sale in the ordinary course of business, rules or regulations which are, or have the effect of being detrimental to the sale of Units by the Declarant, shall require the written approval of Declarant before becoming effective. All provisions of the Rules and Regulations must be uniformly enforced against all owners, tenants, and residents of the Condominium.

19. Assessments. Assessments and installments not received on or before the 15th of the month will bear interest at the highest rate allowed by law (18%) from the due date of the first of the month. There will be a monthly administrative late fee of \$25 paid to the association for each delinquent installment or assessment.

For any unit owner who is delinquent for more than 90 days in paying a monetary obligation due to the association, the association will automatically suspend the right to use all common elements, common facilities, or any other association property until the monetary obligation is paid. This applies to the unit owner, or a unit's occupant, licensee, or invitee.

This does not apply to limited common elements intended to be used only by that unit, common elements that must be used to access the unit, utility services provided to the unit, parking spaces, or elevators.

20. Routine Maintenance Recommendations .

a. If the unit is vacant for a week or more, cut the water off to the unit to prevent flooding from broken pipes and/or water heater.

b. To prolong the life of your a/e unit: have a contractor perform a seasonal check up; install a new filter each month and clean out the condensation drain (the clear tube to which a wire brush is attached) use the brush to clear out the dirt that accumulates in the drain to avoid maintenance issues. Contact management for entry to the roof for any a/e repairs which are the responsibility of the unit owner.

- c. Install new smoke detector batteries each year. Should your battery become low and starts to beep, it will set off the smoke detector alarm.
- d. Save on your water bill by immediately repairing a leaking toilet and any faucets that drip. Check caulking around your sinks, tubs, and showers to prevent leaks.
- e. Clean dust from your refrigerator grill and dryer vents.
- f. Please clean balconies only when it is raining outside to help clear away dirty water falling on common elements and other balconies.

21. Hurricane Shutters

1. Any shutter installed must receive approval in advance and the owner must be required to send the installer's proof of insurance, current business license, a color picture of the final shutter product retracted and engaged and a copy of the proposal from the installer which needs to detail all the material and product being used .
2. The shutter may only be engaged at the time a State of Emergency for a Named Storm has been issued and must be retracted within 24 hours of the removal of the State of Emergency by local officials and the storm leaving the immediate area
3. All installation and maintenance costs must be borne exclusively by the owner
4. The owner must pay the association's preferred engineer cost to supervise the installation of the shutter and ensure the proper protocols are used when the device penetrates the surface of the building
5. The owner must assume the full cost to coat the shutter with the exterior color so that it blends identically with the exterior
6. The owner is fully responsible for the cost to remove and reinstall the shutter should the association need to recoat the exterior of the building or make any modifications to the building exterior which the installed shutter would make difficult or would require the shutter removal as determined exclusively by the association Board of directors
7. The owner is responsible for cleaning the shutter at regular intervals and within 7 days of a request to do so by the board of Directors
8. The association will be held harmless for any damage incurred by the shutter, its assembly, and any/all parts by any perils and/or circumstances
9. Owner may not use association electricity to power the shutter
10. Owner must remove the shutter and assume the full cost of its removal and repair of the exterior fascia upon the sale of the unit by the owner in advance of the sale.
11. Owner will be responsible for payment of a \$100/day fine for each and every occurrence the shutter is engaged outside of the time a State of Emergency is issued by local officials for Jacksonville Beach or 24 hours after a named storm leaves the immediate area and the state of emergency is lifted
12. The Board of Directors has sole control to approve the type and model of the shutter based on the discretion of the Board of Directors

The foregoing Rules and Regulations were adopted by the Board of Directors of the Association and amended on November 7, 2016. Additional rules regarding Hurricane shutters were adopted on January 14, 2020. Rules were modified October 19, 2023, to eliminate security deposits to the Association.