



PIPER'S LANDING, INC.
Piper's Landing Yacht & Country Club
General Rules and Regulations & Community Information

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Preface

It is our belief that the Mission Statement and Core Values are not just idealistic declarations of the purpose of a community but the guiding principles behind the actions, the rules, the governance and the economics of Piper's Landing. For this reason we have placed our Mission Statement, Core Values and Vision Quest as the introduction to this document in order to send the message that personalized service, enriching relationships, and an understated quality lifestyle are the hallmarks and meaning behind everything that we do and stand for at Piper's Landing.

MISSION STATEMENT

Understated Elegance

CORE VALUES

- Exceeding Expectations
- Service
- Facilities
- Cuisine

VISION QUEST

Piper's Landing is the Treasure Coast's place to be for those who enjoy a low-key, uniquely friendly, country club lifestyle. Widely recognized for our tropical waterfront beauty and natural preserves, Piper's also features low density, meticulously maintained homes surrounded by understated yet elegant facilities. We are a private, secure community with a highly trained staff and professional, fiscally responsible management. Quality service and attention to detail are our hallmarks.

- Preserving Natural Beauty
- Maintaining Fiscal Responsibility
- Fostering Lifetime Friendships
- Embracing Community Wide Involvement
- Golf Centered
- Low Density

Introduction

All members, guests, lessees and invitees of the Piper's community will benefit if everyone observes all the Rules and Regulations. Whenever used, the singular shall include plural where appropriate, and the use of any gender shall include both genders or either gender as the context may require.

The term "member" when used in these Rules and Regulations in connection with the imposition of duties and responsibilities and the rights of a member to the use and enjoyment of the common property shall include a "designated member".

Definitions

Golf Facilities means only the golf course, putting green, driving range and chipping green located on the Common Property of Piper's Landing. Except as provided herein, no other property, facilities, or persons shall be deemed to fall within the definition of the term "Golf Facilities".

Recreational Property means that property or those facilities, as the case may be, within the Property devoted to, or described as, for recreational purposes and including the golf course, tennis courts and villa swimming pools.

Operational or Maintenance Expenses means ordinary expenses for operations and regular maintenance but does not include taxes, insurance, major repairs or capital improvements nor any allocation of general overhead. When used in reference to Golf Facilities, it shall also not include expenses of staff and personnel who provided services to other portions or facilities of the Club.

GENERAL RULES AND REGULATIONS

1. MEMBER CONDUCT

- a. The conduct, dress, language and habits of members and their guests must be tempered with reasonableness and respect for fellow members, guests, and club employees.
- b. Members may not under any circumstances directly reprimand, scold, berate or otherwise confront an employee. If a member believes that an employee has acted improperly, he should advise the General Manager and/or the Board of Directors. The communication to the Board shall be in a writing signed by the member and sent or delivered to the administration office. At no time will Piper's tolerate conduct by a member, designated member, family member or guest that would create a hostile work environment for any employee.
- c. As a courtesy to fellow members, cell phones must be kept in silent (vibrate) mode in Piper's Landing facilities at all times. Calls are permitted in the clubhouse lobby area, the cart staging area and the parking lot. Calls are not permitted in the dining areas of the clubhouse except for emergency situations.
- d. Official communication methods are Board sanctioned and considered to be official organs of and for the benefit of the entire community. Permission must be obtained in advance from the Board of Directors or the General Manager before posting any notices on and/or in any of the formats. Official communication formats include: Association Bulletin Boards, Channel 63, The Bagpiper, and PipersLanding.com (web site on members' side).
- e. For the safety of everyone, a strict maximum speed limit of 25 miles per hour has been established for the entire community.
- f. Piper's units shall be used or occupied for residential purposes only. No structure of a temporary nature, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used at any time as a residence.
- g. To enhance the neat appearance of the neighborhoods, garage doors must be kept closed when the garage is not in use by the homeowner. Overnight parking of a member's vehicle(s) outside the garage is not permitted. For members having more cars than garage space, the Board will, upon request, give consideration to alternate parking arrangements within Piper's Landing. No maintenance, except emergency repairs or car washing, shall be performed on any vehicle except in the member's garage, totally isolated from public view.
- h. An automobile used by a member's guest may be parked in a member's driveway for a period not to exceed 14 consecutive days.
- i. Residences and yards shall be kept neat and well-maintained and roofs cleaned as determined by the Architectural Review Board (ARB). All refuse and yard clippings must be removed promptly.

j. It is the general policy of Piper's Landing, Inc., that there shall be no commercial and/or contractual relationship between the Association and any of its members or employees for any purpose except as may be specifically disclosed to and approved by the Board of Directors of the Association. This provision shall not apply to any contractual employment relationship between the Association and any of its employees.

k. The roster of Association Membership shall not be used by members or other persons for any commercial relationship. Any charitable solicitation by other members shall be conducted privately and discreetly.

l. Failure to comply with the terms or conditions of any suspension is a violation of these rules and may be the basis for levy of a fine or further suspension.

2. PETS / DOG PARK

a. Permitted pets must comply with current Florida statutes and the Martin County Code of Ordinances. Dogs, except as herein provided, cats and other similar pets, numbering not more than two (2) per household are permissible. The following dogs are not compatible with the Piper's Landing, Inc., community and are not permitted at any time: Akita, Staffordshire Terrier, Pit Bull Terrier, Doberman Pinscher, Rottweiler, Chow Chow, Husky, German Shepherd, Wolf/wolf mix, or any combination of such breeds. or any animal with a bite history.

b. Pets, when outside, shall be on a leash or in a secure container and be under the control of an adult at all times, except:

1. When the owner's property has an invisible fence. Invisible fences must be installed a minimum of five (5) feet from the front and rear lot lines and at the property lot lines on each side; and,
2. When in areas designated by the Board as off-leash areas or "Dog Parks". The use of such designated Dog Parks shall be subject to regulations adopted by the Board from time to time.

Pet owners shall remove all pet droppings from all locations. Pets shall not create a nuisance. No pets are permitted in the Clubhouse, in the neighborhood swimming pools, on the tennis courts, or upon the golfing facility.

c. Dog Park Rules

1. Park is open from Dawn to Dusk for Residents of Piper's Landing and their guests, to use at their own risk.
2. Small dogs are considered 25 pounds and under, large dogs are over 25 pounds.
3. Maximum of three dogs per adult. No dogs should be left unattended or out of sight. If children are brought into the park, they too, should be under constant supervision and within arm's length of an adult.
4. All dogs and puppies should be properly licensed, inoculated and healthy. Puppies must be at least 4 months old.
5. Dogs in heat, sick or aggressive are not allowed in the park. Dogs should wear a collar and ID tag at all times. Owners should carry a leash at all times. Dogs should be leashed before entering and prior to leaving the park.

6. No strollers, carriages, bicycles or glass containers are allowed.
7. Please pick up after your dog immediately.
8. Owners are legally responsible for their dogs and any injuries caused by them.
9. Expect your dog to enter the park in a calm and orderly manner. Make sure your dog respects the calm entry of new dogs as well.
10. The owners is expected to immediately address escalating and inappropriate behavior. When rough play occurs, some dogs may not always be able to 'work it out'. 'Mounting' another dog may not always be play. It is also considered a form of dominance. If spoken commands are not immediately obeyed, physically restrain your dog. A calm atmosphere is a safe atmosphere.
11. Restrict your dog's play (chase, fetch, etc.) to a spot in the park a safe distance from the seating area. Please keep the seating area in an open rainbow shape as a safety precaution.
12. Do not allow your dog to dig. The results of digging can be dangerous to adults as well as dogs. Tools to repair any damage your dog does will be available for you behind the storage box. Please repair immediately.

3. **HOUSE RULES**

a. **Clubhouse and Administrative Offices:**

The clubhouse is open daily from 9:00 a.m. to 5:00 p.m. except for Holidays. The Executive Office facilities, including equipment and personnel services, are to be used exclusively for administrative purposes, unless covered by the published fee schedule found in the front of the member directory.

b. **Non-Smoking Facility:**

The clubhouse is a smoke-free (including vapor-generating devices) environment. Smoking is only permitted in the designated smoking areas. Smoking in proximity to all entrances/exits, including under the porte-cochere, is strictly prohibited.

c. **Children:**

Children under twelve (12) must be accompanied by a parent or grandparent when in the clubhouse and must not be permitted to disturb other members. At no time are children under the age of 18 permitted to sit at the bar.

d. **Food Service:**

Reservations are required for all special Clubhouse functions and events. Subject to two days advance notice, members with dietary restrictions may request special meals for Club Events. It is recommended that all members make reservations for the Pub 19 lounge and the Terrace by the Green outdoor dining areas as seating is limited.

e. **Clubhouse Attire:**

Dress Code Rules are established to complement the ambiance of "Understated Elegance" for which Piper's Landing is known. Our members and their guests must maintain the appropriate level of decorum and respect for one another by wearing appropriate attire in designated dining areas. It is the responsibility of each member to conform to the Dress Code and ensure that family members, children, tenants and guests do the same. If assistance

is needed or you have questions regarding the Dress Code please contact the Administration Office or the Food and Beverage Director (772-283-7000).

The Board of Directors has instructed the General Manager and his staff to respectfully, yet firmly and uniformly, ensures that the dress code policies are enforced. All efforts will be made to accommodate members and their guests in an appropriate seating venue. If no solution is possible, management will have no choice but to ask the nonconforming person to leave without service. **Member understanding and compliance is expected.**

Dress Code Definitions:

- **Formal Attire – Black Tie or Suit and Tie**
- **Traditional Attire – Jacket with Tie and Slacks**
- **Club Attire – Jacket (no tie) and slacks**
- **Casual Attire – Slacks and Shirt**
Shorts and Shirt
Sport Attire – Golf and Tennis Attire (as described in Golf & Tennis Rules section of our documents)
- **Fitness Attire – Appropriate fitness attire (as listed in Lifestyle Center Rules in our documents)**

1) Palm Room (main dining room) and Thistle Room (off main dining room): “Casual Attire” (Standard Time no shorts after 7:00pm). During special events attire will be indicated by clubhouse function or event. When the event requires a jacket the gentleman may remove the jacket when dessert is served. Please call the Administrative Office if you have any questions.

2) Waterfall Grille: (grill room) “Casual Attire”

Standard Time – “Casual Attire” until 7:00pm no shorts after that time.

Daylight Savings Time - “Casual Attire” shorts may be worn 24/7.

*Exception – Golf Attire/Shorts are appropriate for Twilight (Thursdays) and Pub Night (Sundays). For special events (Opening Night Gala, New Year’s Eve) the Dress Code will be publicized.

3) Pub19: (bar and lounge) “Casual Attire”, “Sport Attire” and “Fitness Attire” 24/7 everyday all year long.

*Exception – During special events (e.g. Opening Night Gala and New Year’s Eve) where Pub19 will be used, attire will be indicated by function or event.

4) Terrace by the Green: (outdoor dining) “Casual Attire”, “Sport Attire” and “Fitness Attire” 24/7 everyday all year.

5) Oak Room & Laurel Room: (member’s meeting/card room) “Casual Attire”

*If either room is reserved for a private function the dress code is determined by the host, but must comply with the Appropriate and Inappropriate Dress Code list for the Clubhouse.

6) Main Clubhouse General Areas: "Casual Attire"

If stopping by to quickly pickup food, pay a bill, drop something off in the office, library or Pro Shop blue denim is permitted.

Appropriate Attire for the Clubhouse:

- **Men's shirts with collars must be tucked in.**
- **Men's collarless designer knit shirts may be worn tucked in or over slacks or shorts if they have a banded hem.**
- **Men's Tommy Bahama, Hawaiian, or Guayabera style shirt may be worn tucked in or over slacks. All others must be tucked in.**
- **Ladies blouses and tops maybe worn tucked in or over slacks, shorts or skirts.**
- **Dressing up is always welcomed.**

Inappropriate Attire for Clubhouse

- **Men's tank tops or undershirts (unless covered up)**
- **Sports bras/Jogging tops (unless appropriately covered up)**
- **Short shorts**
- **Cargo shorts with gusseted outside pockets**
- **Cut offs**
- **T-shirts with graphics**
- **Shirt tails out (except Tommy Bahama style shirts)**
- **Swim Wear or Swim Wear Cover ups**
- **Blue Jeans or Blue Denim**
- **Hats for men except in the Pro Shop area**

4. LIFESTYLE CENTER RULES:

A. Lifestyle Center hours:

1. The Lifestyle Center will be open from 4:00a.m. until 11:00p.m., seven days a week. During these hours when the LS Center is not staffed, members* will enter the LS Center by punching in your personal code on the keypad at the front door. The doors will be locked from 11:00p.m. to 4:00a.m. NO access will be possible. **Please sign the "sign-in book" at the front desk anytime you enter the LS Center. You must utilize the Emergency Lanyards when you are in the Lifestyle Center and there is no staff person**

on duty. It is recommended that members workout with a partner during the non-staffed hours.

2. During the day when staff is on duty the doors will be unlocked; however, **please sign the “sign-in” book. All persons who use the facility must have a signed “waiver of liability” on file at the LS Center.**

- Only Piper’s Personal Trainers and Instructors are allowed to work in Lifestyle Center. Physical Therapists, Physio Therapists and Personal Trainers who are not contracted by Piper’s are not allowed to work in the LS Center due to liability issues.
- There will be a daily fee for all guests using the LS Center including family member guests. The amount will be set by the Board of Directors.

D. Fitness Attire:

Persons using the Lifestyle Center are expected to dress in an appropriate fashion as described within this document.

1) Appropriate Fitness Attire:

- Athletic type closed-toe shoes must be worn.
- Running shorts or longer mid- thigh shorts with under garment.
- Athletic type shirts or T-shirts (without offensive graphic designs).

2) Inappropriate Fitness Attire:

- Golf shoes, boat shoes or sandals
- Tennis shoes used for tennis or pickle ball
(Hartru clay impairs/destroys equipment and flooring)
- Ragged T-shirts with holes or T-shirts with graphics
- Undershirts
- Bathing suits

NOTE: “Fitness Attire” may be worn in the “Pub19” or the “Terrace by the Green” dining areas; however, **all fitness style tank tops must be covered when going to these dining areas.** Fitness attire is prohibited in all other dining areas of the Clubhouse. Questions regarding appropriate attire may be addressed by the Food & Beverage Director.

E. Proper Etiquette and Rules for the Lifestyle Center. All members and tenants are responsible for their guests and family members and their compliance with the following Lifestyle Center rules:

1. Proper Etiquette and Rules for the Lifestyle Center:

- All members and guests must sign in before using any equipment or aerobics room.
- Member or guests must be 16 years or older to use the Lifestyle Center.
- Cell phones must not be used for any voice communications and ringer must be turned off.
- Wipe down each piece of equipment after every use.
- Emergency lanyards are available for individuals using the Lifestyle Center alone or during hours without a manager in the center.
- Please limit equipment use to 30 minutes when others are waiting to use the same equipment in use.
- All beverages must be in a spill proof container.
- Proper fitness attire is required including shirts and closed-toe shoes. See Appropriate/Inappropriate fitness attire.
- Please return all equipment and weights after use to their proper storage place.
- Report any malfunction, broken equipment or injuries to management immediately.

*Any time the word member is used it includes
Designated Member

B. TENNIS RULES

a. Dress Code

Proper tennis attire is required, and only regulation tennis shoes may be worn. The Tennis Professional has final judgment on all disputed items of clothing.

Inappropriate tennis attire includes:

- Cut-off shirts
- Tank tops
- Bathing suits
- Jeans
- Cutoffs
- Denim
- See-through clothing
- Spandex apparel

b. Tennis Court Usage and Guest Privileges

(1) The unlighted Tennis Courts are open from sunrise to sunset every day. Organized tennis is available for ladies on Wednesday and Saturday mornings; on Tuesday, Thursday and Sunday mornings organized tennis is available for men.

(2) Tournaments and matches take precedence over regular play.

(3) The tennis courts are available only to Piper's Landing members, their families and guests.

(4) Except as provided herein non-member players must be accompanied by a member. Guests must report to Security at the gate house upon each entry.

(5) A member's family may use the tennis courts without the member's presence; however, children under 12 years of age must be accompanied by an adult family member.

(6) A member may have as many as seven (7) guests at any one time provided the member is present.

(7) A member may sponsor as many as two (2) guests to play without the member's presence provided the member has notified the Tennis Professional in advance. The Tennis Professional shall also be notified whenever a guest or guests are to be present.

(8) When all available courts are in use, time of use shall not exceed two hours for doubles play and one & one-half hours for singles.

(9) Postings at the tennis bulletin board will indicate pertinent data such as schedule changes and upcoming events at Piper's and at nearby facilities. The Tennis Professional must approve all postings.

(10) The decision of the Tennis Professional is final in all matters of play and usage.

c. Night Play Under The Lights

- (1) The lights are available until 9:30 p.m.
- (2) Reservations for use of the lighted tennis court may be made by calling the Tennis Professional at 283-7000 ext 257 up to 48 hours in advance or by registering on the sign-up sheet outside the tennis office.
- (3) Time slots will be 5:00 p.m. – 6:30 p.m., 6:30 p.m. – 8:00 p.m., and 8:00 p.m. – 9:30 p.m. A couple or foursome may only reserve one time slot per night.
- (4) Walk on play under the lights is always acceptable, subject to the priority of those who have made reservations.
- (5) Availability of the lighted courts may be determined by calling Security at 283-7002.
- (6) Lights should be extinguished upon completion of play.

C. GOLF RULES

Golf is a sport in which etiquette is of paramount importance. Conformity to rules and regulations is mandatory if members and guests are to have maximum enjoyment of the game. The responsibility of all golfers begins in the practice areas and continues through the eighteenth green. Consideration of others is the most important rule in golf.

The term “Golf Staff” shall include the Golf Professional or the Greens Superintendent as the context may require.

- a. The Golf Staff shall have authority over play on, and availability of, the golf course and practice areas. The U.S.G.A. rules of golf, together with the Rules of Etiquette adopted by the U.S.G.A., shall be those of the Association except when in conflict with local rules or any of those set forth herein.
- b. All members and their guests must register with the Golf Shop staff before each round of play. No member shall have more than seven (7) golfing guests at any one time except with permission of the Golf Professional.
- c. The Association may close all or any part of the course for maintenance, weather conditions, or tournaments.
- d. In accordance with Appendix IV of the USGA rules, all players should take every precaution to protect themselves from lightning. A signal will sound to denote lightning in the area as follows: One prolonged siren means discontinue play immediately; three consecutive notes of siren mean play may continue if course conditions are playable.

e. It is expected that members will choose to dress in a fashion befitting the surroundings and atmosphere of the Association and the Clubhouse. Members shall advise guests of dress requirements. Shorts are permissible for both men and women golfers provided they are of appropriate length, no shorter than 4" above the top of the knee. Tennis or "short" shorts, denim jeans and similar attire are not acceptable on the golf course. Golf shoes, shirts and blouses must be worn at all times. T-shirts and tank tops are not permitted. The Golf Professional will determine, in his/her sole discretion, what attire is conforming. Piper's Landing is a mandatory soft spike facility.

f. Handicaps will be maintained for members and spouses and their children and grandchildren under 25 years of age whose primary residence is with the member. The U.S.G.A. handicap system is based on the assumption that every player will endeavor to make the best score that he or she can in every round played and will report every acceptable round for handicap purposes regardless of where the round is played. It is the policy of the Association that all golfing members abide by this protocol. Members without a current handicap will not be eligible to play in Association sanctioned events. This requirement shall be monitored by the Golf Professional.

g. The use of electric golf carts is recommended. A member may, with the approval of the golf professional, carry his/her own bag or use a pull cart. In such instances, the privileged is contingent upon 'pace of play' and overall activity on the golf course as determined by the golf professional. In any case, such member must register that he/she is walking with the golf shop before starting play.

h. Golf carts should be operated with good judgment and comply with the Association rules governing their use. Any member or guest renting a cart shall return the cart in the same condition as when received, or reimburse the Association for any damage. Each member or guest using a golf cart shall indemnify and hold harmless the Association from all attorney's fees, litigation and court costs, judgments, awards, and other expenses incurred by the Association arising from rental, use and operation of any golf cart by such member or guest. It is suggested that members carry golf cart liability and property insurance to cover any unforeseen events.

i. To protect the golf course Piper's utilizes two methods to direct cart and member traffic -- stakes and cart signs. Members are asked to observe and follow the directions on the cart signs and avoid areas marked by stakes. Carts should never be driven behind or to the side (on grassed areas) of a green. A cart identified with a handicap flag may be driven no closer than 25 feet to the front edge of the putting surface. Unless identified with a handicap flag, carts should always be parked on the coquina when at the green. All handicap-flagged carts must exit the fairway on the coquina cart path side. Only two persons are permitted to use a cart on the golf course at one time.

j. Handicap flag privileges for carts may be granted by the Board of Directors to members following submission of a written request to the Board. Such privileges are granted for a period not to exceed three months unless the Board determines that the need is permanent or continuing. A member requiring extension beyond three months must re-apply to the Board.

- k. Members must obtain permission to start from any other than the first tee. A telephone call to the golf staff for permission is acceptable.
- l. Twosomes will not be permitted to start at any time without permission from the golf staff when play is heavy. If a member has only a twosome, the golf staff will try to arrange a foursome. Groups of more than four may be permitted by the golf staff during periods of light usage. Such groups will stand aside for all other play.
- m. Each player must have his/ her own set of golf clubs and no two players will be permitted to play with the same set of clubs or from one bag. A single player has no standing on the course and shall give way to all other players.
- n. If a group, whether foursome, threesome or twosome, loses the distance of one clear hole ahead, it shall invite the following group to play through. The slower group shall not resume play until the players going through are out of range.
- o. Players stopping for lunch or refreshment between nines on the course must inform the Golf Staff when leaving the ninth green. Before continuing on the tenth tee, such players will check with the Golf Staff for their tee off sequence. Such players must surrender their position to oncoming players and may resume their position only when a sufficient opening occurs.
- p. Cell phones must be in the silent mode on the golf course and practice area. Cell phones may not be used for incoming or outgoing calls on the golf course or practice areas except in case of an emergency or to contact the Golf Shop or the dining room. Telephones are available at the Golf Shop and the comfort stations at holes #4 & #13.
- q. Members may make starting tee times four (4) days in advance by telephoning the golf shop. Tee times will be taken starting at 8:00 a.m. A member may reserve up to two (2) starting times.

If the Golf Shop is closed on any day (i.e. Holidays, Monday during summer months), a tee time may be made the day before a holiday for the 4th day after the closed day when the Golf Shop is open.

In the event that starting times are delayed, the first times listed will retain priority when play starts or resumes.

- r. All divots shall be filled using the sand supplied by the golf staff and all ball marks repaired upon reaching a green. Players entering bunkers shall rake and smooth out depressions after completing play and before leaving the area. Bunker rakes should be placed as determined by the Golf Staff and the Greens Committee.
- s. Practice facilities are provided for the sole use of members and their guests. Members may use the facilities at any time they are open. Guests may use the practice facilities in preparation for scheduled play with a member. A houseguest may, without the member present, use the practice facilities upon registration with the Golf Staff.

t. The Golf Staff is responsible for establishing practice facility hours and rules of conduct. Persons using practice facilities must conduct themselves so as not to endanger others. No practicing is permitted on the golf course. The use of range balls on the golf course is prohibited.

7. GOLF CARTS

- a. Members may use their privately owned golf carts at Piper's Landing. There shall be no joint ownership of golf carts other than by those on the membership certificate.
- b. The make, model and color of privately owned golf carts are subject to the approval of the Golf Professional. Approved carts include "standard" models manufactured by Club Car, E-Z Go, and Yamaha. Carts must be four-wheeled; electric powered and painted either beige or white. Model numbers and the accessory equipment must be submitted to the Golf Professional for approval. All privately owned golf carts must be properly equipped and maintained for safe operation.
- c. The Association assumes no responsibility for the use of the members' cart. The Association will not be liable for accidents caused by a member or a member's guest. The owner of the golf cart shall be responsible for the use of the cart by the member or a member's guest in accordance with these rules and shall be liable for any damages to persons or property related to use of the golf cart.
- d. All carts must carry sand provided by the Golf staff to fill divots.
- e. All members must abide by golf cart directional indicators posted in front of greens, tees, fairways and paths.
- f. When golf carts are driven on the cart paths and on roads, caution must be used. This is especially important after dark and near the 2 entrances to Piper's Landing. After dark, golf headlights must be turned on. When operating a golf cart the driver must abide by all traffic/safety laws and Piper's rules including but not limited to, those pertaining to stop signs, crosswalks, pedestrians, posted speed limits, turn signals, parking and driving on the correct side of the road.
- g. In accordance with Florida Statute section 316.212 and for health and safety reasons, golf cart drivers must be at least 14 years of age or older.

8. GUEST PRIVILEGES

- a. Members are responsible for the conduct of their guests and are encouraged to familiarize them with the pertinent rules to avoid embarrassing situations. House guests, other than immediate family members (as defined below in 8c) or annual guests, who stay more than 30 days in any given calendar year, are considered to be lessees and subject to all rules & privileges applicable to lessees contained herein the rules.

b. Except as may otherwise be provided in these rules, all guests using any Association facility must be accompanied by the sponsoring member. By special advance arrangements through the General Manager, a member's "houseguest" may be allowed use of the facilities unaccompanied by the member for a period up to fourteen (14) consecutive days. During that period, the Golf Professional and/or the General Manager may authorize unaccompanied golf by the house guest with all applicable fees subject to certain restrictions or limitations as established by the Board. House guests may use the practice facilities subject to the provision of the Golf Rules.

c. House guests who are members' parents, children, grandchildren, siblings, or spouses of members' children may play golf before 3:00 pm. by paying half the normal green fees and member cart fees. If only nine holes are scheduled for play, only half of the special guest and cart fees will be charged. After 3:00 p.m. there will be no charge for these guests to play.

d. After 3:00 p.m., with permission from the Golf Staff, the family members mentioned above, if 16 years of age or older, may play alone subject to age restrictions on the use of private carts.

e. A person, other than a house guest with proper authorization from the General Manager or an "Annual Guest" (as hereinafter defined) may be a golf guest at Piper's Landing no more than twelve (12) times during the calendar year. This limitation applies even if the guest were to be sponsored by a different member each time. This limitation may be waived for a member's house guest for a period of up to fourteen (14) consecutive days and for any one event and for invitational tournaments.

f. A member who is the sole title holder to a Unit or the sole beneficiary of a Trust, which is the title holder of a Unit, may seek Board approval to designate as his or her Annual Guest either: (a) one adult member of his or her immediate family, or (b) a person living with the member on a continuing basis, and who in either case does not own or have a financial interest or investment in real estate at Piper's Landing. Such person thereafter as approved annually by the Board shall have all of the privileges of the Association in the same manner as a Joint Tenant with a Right of Survivorship or a co-beneficiary of a Trust except the right to vote or hold office. The Board may, at its discretion, grant approval of an Annual Guest who does not live with the member on a continuing basis; however, such approval shall be based upon extenuating circumstances presented in writing by the member and made a part of the member's Annual Guest designation. In this context, "member of...immediate family" shall mean a child, stepchild, brother, sister, parent, son-in-law, daughter-in-law or grandchild. The designation of an Annual Guest must be made by the member each calendar year in the month of January or within 90 days after becoming a member (or becoming an "unmarried member").

A guest will be allowed to play in regular events and participate in the contests as long as he/she can be accommodated and can produce a USGA handicap card or other evidence with the index from the course of which he/she is a member. Sponsors will be charged the entry fee for their guests who participate in the event. A guest with no established handicap (or an inability to produce a golf handicap card) will be allowed to play, but will not be allowed to participate in the contest.

g. The Golf Professional shall have discretion to relax and modify guest rules when guest play will not interfere with that of the membership.

h. Members who have been suspended shall not be invited as guests to use any of the Association's facilities or to participate in any Association function during such suspension. However, suspended members shall be permitted as guests at a private party at the Association when the pertinent facilities are otherwise closed to the membership.

8.1 Special Guest Privileges

a. This category of guests is established to accommodate Members who are owners of multiple properties within Piper's Landing who occupy one property as a primary residence and wish to consider housing guests, who would otherwise be their house guests, in their non-primary residence (the "Second Property"). *Special Guest Status* permits the Member to transfer their second property's amenity privileges to Special Guests and to eliminate any rental, amenity or guest fees for either Member or Special Guest.

b. *Special guest status* applies to not more than two (2) guests who are housed in a Member's second property. In order to qualify for *Special Guest Status* the following conditions must be met:

1. The Member agrees to assume financial responsibility for any and all charges/fees incurred by those who have qualified as *Special Guests* in their second property.

2. The Member must furnish to the Board of Directors all information requested by the Board and the General Manager. Special Guest staying more than one week must complete a "*Special Guest*" application in the form required by the Board. Special Guests applications will comply with the same membership/ownership restrictions/qualifications as exist for all owners in Piper's Landing.

3. The Special Guest must be registered with the main office. For guests of less than thirty (30) days in any one calendar year, the Board of Directors shall be notified. Guests for more than thirty (30) days in any one calendar year must be approved or disapproved by the Board.

4. Special Guests must agree in writing to abide by the declaration, bylaws and all rules and regulations of Piper's Landing Inc.

5. This status applies only to Guests who pay no rent or other consideration to the Member, directly or indirectly, for the use of the property or amenities and shall not apply if the parties are in a relationship governed by the Piper's Landing governing documents for Leases. Special Guests may pay for, or reimburse the Member for, utilities such as electric, cable and telephone and may pay for, or reimburse the Member for, personal items such as food and beverage purchases and equipment, clothing or lessons purchases from the tennis or golf pro shop.

c. In consideration of the above, those who have been granted *special guest status* will enjoy full use of the amenities of the category of membership of the Member.

d. The Special Guest status shall be allowed only if the Member is in good standing as to all properties owned by the Member and shall terminate if the Member's benefits and privileges are suspended for any reason for any property owned by the Member. Special Guest status shall also terminate if the special guests or other guests in the same property violate any rules and regulations of Piper's Landing.

e. Any guests in the second property in addition to the one or two registered or approved Special Guest shall be subject to all rules and regulations for guest privileges.

9. PRIVILEGES FOR LESSEE OF MEMBER'S RESIDENCE

a. A Member may assign his or her Association privileges, except for voting rights, to a valid lessee of his or her residence, subject to the Association's Rules and Regulations and the approval of the Board of Directors. As provided in the Bylaws, there shall be no more than thirty (30) lessees with member privileges outstanding at any given time.

b. Upon approval of his application each Lessee shall, provide the Association with (1) a deposit of \$1,000 and 2) current credit card information (Visa, MasterCard, American Express or Discover). The Association may charge any delinquent fees with respect to the lessee's obligations to the Association to such funds or credit card at such time or times and in such amounts as it may in its sole discretion determine.

Upon approval, the lessee shall be entitled to the same privileges as the member, subject to the payment of applicable fees and charges as determined from time to time by the Board of Directors.

c. The member shall remain responsible for the membership dues and assessments, and for all unpaid lessee charges.

d. The privileges available to any lessee will be the same as the member's category of privileges.

e. The member may not use the Association facilities, except as a guest, during the period the member's privileges have been assigned.

f. The period of time a lessee may have privileges shall be not less than thirty (30) days nor more than one (1) year, and may be renewed for one (1) additional year with Board approval. A lessee may have privileges for no more than two (2) years, even if the lessee were to rent different units from different members. A member may lease only three (3) times in any twelve (12) month period.

g. Members in good standing will be eligible to lease their Unit. A member not in good standing may lease his or her Unit upon the assignment of all the proceeds of such lease to the Association. The Association may apply such proceeds to any balance, whether or not delinquent, due to the Association. The Association shall retain any unapplied proceeds for

as long as the member remains suspended or is or becomes delinquent in respect of any obligation to the Association.

h. An owner who is suspended shall not have the right to assign to a lessee Association privileges and such lessees will not have any such privileges.

9a. Lessee Privileges Fee Structure - (Effective January 10, 2011)

Golf Equity: (also includes Tennis, Lifestyle Center, Clubhouse, Food and Beverage for lessee(s)).

Use Fee: \$1,000 per month plus tax (up to the amount of annual charges). The use fee collected will be credited back to the renter against their non-refundable capital fee if they purchase a property within 12 months of the end of their rental agreement.

Amenities include: All green fees, use of range, lifestyle center, unlimited tennis, clubhouse privileges and food and beverage privileges for lessee(s).

Limited Equity: (includes tennis, lifestyle center, clubhouse, food and beverage privileges)

Amenities include: tennis, life style center, clubhouse, food and beverage privileges for lessee(s) and spouse.

10. LIMITED EQUITY MEMBERSHIPS

a. This is a closed category. Current members who have a limited equity membership are grandfathered. The limited equity membership will be converted to a full equity membership upon sale of the property.

b. Limited Equity Memberships have full use of the clubhouse, which includes all social activities, dining privileges, boat-a-cades, tennis and use of the clubhouse for private parties.

c. There are no golf or practice area privileges with a Limited Equity Membership. However, a Limited Equity Member may play six (6) times a year as a guest of Full Equity Member and will be charged the full green and golf cart fees.

11. GRATUITIES

A strict no-tipping policy is in effect, with the exception of the locker room, massage and valet parking services.

12. YACHT CLUB RULES AND REGULATIONS

a. **Boat Docks – Designation of Spaces:** The boat docks are part of the Common Property of the Association and, as such, designated docking spaces can be assigned to members for their exclusive use, subject to the provisions of Section III B3 of the Declaration of Covenants & Restrictions for Piper’s Landing, Inc. and the conditions, procedures, rules and regulations herein set forth.

(1) No member or guest may utilize a docking space for a vessel until usage is approved. An assigned space shall not be transferred to or used by another person who is not a Member, except as may be set forth herein.

(2) An assignee of a docking space may sub-assign it to another member. Each sub-assignment must first be approved by the Association in accordance with established procedures. No Member sub-assigning a docking space shall have any right to further sub-assign that dock.

(3) **Responsibility for damages – Insurance:** Docking space assignees and their guests are responsible for all damages to docks, spaces, walkways and the boat basin, including any electrical and water systems, caused by any act of the Member or their guests. At all times while utilizing the docks and waterways, it is mandatory for members to maintain a minimum of \$300,000 public liability insurance with the Association added as a named insured on the policy.

(4) **Marina Guests:** Members who have boating guests must notify the General Manager in writing, including the guest and the name of the guest's boat, as soon as possible but at least seven (7) days in advance. Marina guests will be charged \$1.00 per foot per day, which includes electrical and water usage, and may have a limited stay at the discretion of the General Manager. Members are responsible for the conduct of their guests and are encouraged to familiarize their guests with the pertinent rules.

(5) **Boating Accessories:** A member must obtain written permission of the General Manager to keep boating accessories (jet skis, canoes, kayaks, etc.) in the same dock slip as a boat. Such accessories shall be kept within the length and width confines of his dock. Permission to keep accessories in the assigned docking space may be revoked at the General Manager's discretion if the slip is not maintained in a neat and orderly manner.

(6) **Utilities:** Members shall have the concurrent right with the Association to use the water supplied by means of outlets in pedestals adjacent to their assigned dock space in return for regular monthly maintenance assessment. Separate charges will be billed to members for electricity based upon usage as recorded by separate meters in the power pedestals. Power cords shall be connected only to plugs dedicated to the assigned dock space.

b. **Marina Conduct:** Members and their guests will adhere to the following rules of conduct:

(1) No part of the dock or its appurtenances will be modified without advance written permission of the General Manager.

(2) The rules of the road and the navigation laws of the U.S.A. shall apply to all vessels approaching or leaving the boat docks. When a vessel enters the Association area, it shall also come under the jurisdiction of the Association and its agents.

(3) The speed limit for vessels in the boat dock area is "IDLE SPEED-NO WAKE".

(4) Noise shall be kept to a minimum at all times. Members shall use discretion in operating engines, generators, radios and television sets, so as not to create a nuisance or disturbance.

(5) Cooking fires (charcoal, propane, alcohol, or other) are not permitted on the docks, in boat cockpits or on decks.

(6) The docks and walkway areas shall be unobstructed. The members and their guests shall not construct, place, park, or maintain anything on the docks, walkway areas or horizontal walls and railings, except golf carts.

(7) No member or guest shall discharge any waste from any vessel's holding tanks, toilets or sinks or pump any bilges, oil, spirits or flammable liquid or other hazardous materials into the waters around the boat docks. Refuse and garbage shall not be thrown overboard, and the Association will not provide refuse and garbage collection service to the boat docks.

(8) No vessel may be utilized for lodging, temporarily or permanently, except guests at the discretion of the General Manager.

(9) Vessels docked in the lagoon shall be seaworthy and maintained in a manner that does not detract from the high standards of the community. Maintenance is restricted to between the hours of 7:00 a.m. and 5:00 p.m., Monday through Saturday. Outside contractors must provide proof of Worker's Compensation and Liability Insurance to the General Manager. Boat owners are responsible for disposing of their own maintenance debris. Disc sanding and spray painting are prohibited. Maintenance must be performed so as not to be a nuisance.

(10) All vessels must be tied to pilings during a storm event to ensure the structural integrity of the main dock and finger piers; deck cleats shall not be relied upon. Vessels in slips without pilings may be moved temporarily to empty slips with pilings before such event. In the event slips with pilings are not available, vessels must be removed from the marina for safety purposes.

(11) Members are responsible for the appearance of their vessels, keeping the decks free and clear of debris, bottles, papers, trash or other unsightly materials at all times.

(12) All vessels using the facilities must have a crew capable of safely docking the vessel.

(13) Line Specifications

| Size of Vessel | Minimum Line Diameter |
|----------------|-----------------------|
| ➤ Up to 27' | 3/8" |
| ➤ 28' – 31' | 7/16" |
| ➤ 32' – 36' | 1/2" |

- 37' – 45' 5/8"
- 46' – 54' 3/4"
- 55' – 63' 7/8"
- 64' – 72' 1"

13. ARCHITECTURAL REVIEW BOARD

In accordance with the statutes of the State of Florida, the Declaration of Covenants and Restrictions, Piper's Landing, Inc. established an Architectural Review Board (ARB), the powers and rights of which are enumerated in Sections IX and X of such covenants. The following provisions shall apply to all areas in Piper's Landing: (Note: In cases where there is a conflict with regard to building requirements contained in the current Code of Martin County and the documents referenced above, the more restrictive shall apply.)

In those instances where modifications to the exterior of the unit or property require a permit from Martin County, the ARB has the discretion to give conditional approval to the property owner subject to submission of a proper request with all applicable plans. No demolition or construction shall take place until all County permits have been issued, posted, and the ARB has given final approval to all work to be done.

a. Clotheslines: Clotheslines and outside drying areas are not permitted unless screened in such a manner as to be completely concealed, and approved by the ARB.

b. Residence Graphics. The design of all house signs and house numbers shall match the house colors. Numbers may be in a contrasting color and required for increased visibility. Signs and house numbering shall be approved by the ARB and shall display conformity throughout Piper's Landing. The erection of any other signs, billboards and advertising structures of any kind is prohibited.

c. Signs, Statuary, Tree Hangings, Art Work. No sign, exterior tree hanging or artwork of any kind or character shall be displayed in public view without written permission of the ARB. Hammocks of any type must have ARB approval. Seasonal outside displays shall be of limited duration and in good taste.

d. Mailboxes. All mailboxes shall be in character with their neighborhood. An application for a new mailbox must be submitted with a picture to the ARB for approval.

e. Garbage and Trash Containers. No lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers within the garage or an enclosure located at the rear or side of each Unit.

f. Removal of Trees. No tree of four (4) or more inches in diameter at two (2) feet above natural grade shall be cut or removed without approval of the ARB. The cost for tree removal (including stumps) rests with the owner. No tree topping is permitted. Trees that are cut or removed for any reason, unless otherwise approved by the ARB, must be replaced by the owner, preferably with a hurricane resistant species. A list of such approved species is maintained in the Association's office.

g. Landscaping. The ARB shall take into account the natural landscaping, such as hurricane and drought resistant trees, shrubs and palmettos, and encourage the owner to incorporate them in the landscaping plan. Any changes in existing plant material must be approved by the ARB. Types of plants to be used must be submitted at the time the application is submitted.

1. Homeowners may at their expense re-landscape inside or adjacent to the border of the Native Areas with approval from the ARB and/or the Native Areas Committee as required.

h. Antennae and Other Rooftop Accessories. No aerial, satellite dish or antenna shall be placed upon any lot or structure without the prior written approval of the ARB as to size and location. Such determination by the ARB shall be on a case-by-case basis. Wind driven attic ventilators shall not be permitted. Plumbing and heating vents from roofs shall be painted so as to blend into the roofing color and shall be located, whenever possible, so as not to be seen from the front elevation. Electrically powered ventilators may be used if the roof vents are low profile, blend into the roofing materials and are not visible from the front elevation. Solar panels may be installed with the location to be approved by the ARB.

i. Exterior Lighting. Exterior spotlighting, floodlighting or security lighting shall not impinge upon neighboring residences or property, or create any nuisance to the community. Low intensity or wattage lighting, or otherwise limited accent, landscape, pool, driveway, and entrance lighting is permitted without restriction provided that it does not create a nuisance. Lighting of the flag of the United States of America is allowed consistent with proper flag etiquette procedure.

j. Exterior Painting. Unit owners shall paint homes in colors that blend harmoniously with surrounding homes. House and roof colors shall be coordinated.

- Exterior colors must be approved prior to the start of any work. A specimen of a change in paint colors must be painted on a 2' x 2' square on the existing house to be viewed by the ARB.
- The ARB will consider other paint options as requested by the owner.
- Garage doors shall be painted in either the house body or trim color.

k. Roof Cleaning Policy. Owners must clean their roofs on a regular basis to remove debris, mildew and mold to assure that the roofs retain their color and remain attractive. The cost of cleaning is the responsibility of the owner or Condominium Association.

l. Hurricane Preparedness (hurricane season is June 1 – November 1). All owners must ensure that their residence is fully secured against damage to neighboring properties during a storm event. It is particularly important that all exterior yard and patio items that could become windblown be secured inside the residence.

m. Storm Shutters: Storm shutters may be installed or closed on April 1 and must be removed or opened, as the case may be, no later than December 1. The following window storm protection systems are acceptable:

- Clear Storm panels
- Roll-Up style: White or color of house trim
- Accordion style: White or color of house trim
- Wind abatement screening
- Window panels: White or color of house trim

Plywood, particle board and like materials are not acceptable.

n. Security System Requirements. Each Unit constructed in Piper's Landing should be pre-wired for the central security system. Pre-wiring shall include, but need not be limited to, supporting for the following equipment:

- (1) A fire warning system including a minimum of one smoke/heat detector protecting the main sleeping area and one heat detector in the kitchen area.
- (2) Burglar alarm system providing protection at all perimeter doors, windows and openings, which alerts a homeowner, contracted outside alarm monitoring company, and/or the dual monitoring system at the guard building. An outside alarm monitoring company must provide alarms, by methods approved by the Association Security Department and must be a UL certified system.

o. Flag Policy. Consistent with appropriate flag etiquette, the ARB recommends the following guidelines:

- (1) Flags should be displayed at a location approved by the ARB.
- (2) Flagpoles must be aluminum or bronze color and no taller than eighteen (18) feet.
- (3) The U.S. Flag Code must be followed.

14. INSURANCE AND LIABILITY: RESPONSIBILITY OF OWNERS

a. Piper's Landing, Inc. or its Board or committees shall not be considered an insurer or guarantor of security within the property or be held liable for any loss or damage by reason or failure to provide adequate security or ineffectiveness of security measures undertaken.

b. All owners and occupants of any unit, tenants, guests and invitees of any owner, acknowledge that Piper's Landing, Inc. and its Board of Directors, or any successor do not represent or warrant, express or implied, that any fire protection, burglar alarm or other security systems designated by or installed may not be compromised or circumvented, that

any fire protection, burglar alarm or other security systems will prevent loss by fire, smoke, burglary, theft, robbery, or otherwise, or that fire protection, burglar alarm, or other security systems will, in all cases, provide the detection or protection for which the system is designated or intended. Each owner, and occupant of any unit, and each tenant, guest and invitee of an owner, as applicable, acknowledges and agrees that Piper's Landing, Inc., its Board of Directors and committees, or any successor, are not insurers and that each owner and occupant of any unit and each tenant, guest or invitee of any owner assumes all risks for loss or damage to persons, to units and to the contents of units.

c. Safety of the residents of Piper's Landing from animal inflicted injury shall be the first consideration of animal owners. Animal owners are responsible for the conduct of their animal. Piper's Landing will hold the animal owner responsible for any claims or damages that may arise.

d. Piper's Landing, Inc., is not the insurer of the property of members or their guests. It will not be responsible for loss or damage to any property, however caused, regardless of where it is checked, kept, left, or stored on the premises.

15. FINES AND SUSPENSIONS, PROCEEDINGS

a. Members and Designated Members, their family members, tenants, guests, licensee, invitees, Owners, or any other occupant of a parcel may be subject to a fine, and/or suspension of the right to use common areas and facilities of the Association, if he or she or they:

(1) Fails to comply with any provision of the Declaration of Covenants or Bylaws; or,

(2) Fails to comply with any provision of the Association Rules; or,

(3) Is subject to a complaint (grievance) filed by another member(s), designated member(s) or employee(s), or by the Board for unreasonable, unethical, abusive, threatening, offensive or disrespectful behavior of any kind, which behavior shall include but not be limited to verbal or written communications, toward member(s), designated member(s), employee(s), tenant(s) or guest(s).

b. As the Board shall determine, in its sole discretion, a cautionary notice by personal contact or in writing of the alleged violation and opportunity to rectify it, may first be given before formal procedures are initiated.

c. If the Board seeks to impose a fine and/or suspension on members, designated members, their family members, tenants, guests, licensees, invitees, Owners, any other occupant of a parcel, or any of them, the Board shall observe the following procedures:

(1) The Board shall determine from the facts presented to it, or known to it, whether a fine and/or suspension is warranted and the terms and amount of such fine and/or suspension. The Board may, in its sole discretion, appoint one or more Members, which

may include Board Members, as a Committee to determine the facts underlying the complaint (Fact Finding Committee) which shall report its findings to the Board.

(2) A fine and/or suspension may not be imposed by the Board without at least 14 days' notice to the person sought to be fined and/or suspended and an opportunity for a hearing before a committee of at least three members appointed by the Board who are not officers, directors, or employees of the association, or the spouse, parent, child, brother, or sister of an officer, director, or employee (Hearing Committee). If the Hearing Committee, by majority vote, does not approve a proposed fine and/or suspension, it may not be imposed. The role of the Hearing Committee is limited to determining whether to confirm or reject the fine and/or suspension levied by the Board. If the Board imposes a fine and/or suspension, the association must provide written notice of such fine or suspension by mail or hand delivery to the parcel owner and, if applicable, to the member, designated member, any tenant, licensee, or invitee of the parcel owner or other person fined and/or suspended.

d. If the Board determines to employ an attorney to enforce the Association's Declaration of Covenants, Bylaws or Rules or to collect a fine, the Association may seek reimbursement from the offending member for its costs, expenses, and such reasonable attorney's fees as a court of competent jurisdiction shall determine.

e. The provision herein for fines and/or suspensions shall not limit the Association's rights and remedies provided by law in case of any violations of the provisions of the Declaration of Covenants, Bylaws, Rules of the Association and statutes of the State of Florida all of which shall be cumulative.

f. Fines may not exceed \$250 per day per violation (if continuing), with a cumulative limit of \$10,000 per violation.

16. INSPECTION & COPYING OF ASSOCIATION RECORDS

A. RECORDS DEFINED. The Official Records available for inspection and copying are those designated by the Florida Homeowners' Association Act, as amended from time to time, as the Official Records of the Association, to the extent that the Association is required to maintain such records.

B. RECORDS AVAILABLE. No records other than those defined above shall be available for inspection or copying.

C. PERSONS ENTITLED TO INSPECT OR COPY. No Owner shall have any right to inspect the records of the Association, except as permitted by law. No other person shall be permitted to inspect the Association records, unless approved by the Board or the President. After inspection by the Owner, copies may be provided by the Association upon payment of costs of copying or the Owner or Owner's Representative may make copies by a hand-held device.

D. INSPECTION AND COPYING

1. An Owner desiring to inspect or copy Association records shall submit a written request by Certified U.S. Mail, Return Receipt Requested to the Association at the following address: 6160 SW Thistle Terrace, Palm City, Florida 34990. Requests by hand delivery, facsimile transmission, electronic mail (e-mail) or other means do not comply with this Rule. Verbal requests do not comply with this Rule. The written request must specify the particular records the Owner desires to inspect or copy, including pertinent dates or time periods. The specification of the particular records must be sufficiently detailed to permit the Association to retrieve the exact records requested. An Owner's inspection request shall be deemed received by U.S. Certified Mail, Return Receipt Requested, on the date that the receipt card was signed for by the Association.

2. Inspection or copying of records shall be restricted solely to those records specifically designated in the written request for inspection or copying. No inspection or copying of any other records shall be permitted. If more than one Owner desires to inspect the same records, the Association may require that such inspections are conducted at different times.

3. An Owner shall not submit more than one (1) written request for inspection or copying of records per calendar month. No Owner shall be entitled to inspect records for more than eight (8) hours in any calendar month. At the request of either the Association or the Owner, inspections may be broken up into segments, provided that three (3) inspection visits per calendar month shall be the maximum number of sessions in a calendar month. No Owner may request the inspection of more than fifty (50) records at any one time, nor shall the Association be required to produce records for inspection exceeding 500 pages at one time.

4. No records shall be produced by Association for inspection or copying that are confidential under Florida Statute 720 or any other provision of law or contract.

5. Inspections of records shall be conducted at the office where the Association's records are maintained or at such other location as may be designated by the Association. Records must be made available for inspection in Martin County or, if outside Martin County, within forty-five (45) miles of the Community. No Owner shall remove original records from the location where the records are inspected. No marks or alterations shall be made on original records.

6. Records shall generally be made available for inspection by the Association on or before the tenth (10th) business day subsequent to actual receipt by the Association of the written request for inspection. This time frame may be extended upon request of the Owner or by the Association for good cause. In addition, this time frame shall be extended in the event the records are so voluminous, or otherwise in such condition as to render this time frame unreasonable. The Association shall notify the Owner by telephone or in writing (including e-mail), that the records are available and the time, date and place for such inspection. Inspection shall be made only during normal Association business hours, or during the normal business hours of the location of inspection if other than the Association office. For the purposes herein, "business day" shall mean Monday through Friday, exclusive of federal, state and local holidays. For purposes herein, "normal business hours" shall be between the hours of 9:00 A.M. and 5:00 P.M., all on a business day.

7. If, at or subsequent to inspection, an Owner desires to have a copy of a record, the Owner shall designate in a separate writing, which record, or portion thereof, for which a copy is desired, or, in the alternative, shall designate such record by use of a clip or tab upon the page(s) desired. Not more than one (1) copy of each record requested shall be

permitted. If the location where the records are being inspected or stored has a copy machine capable of making copies of the records designated, then copies of the records shall be available within two (2) business days subsequent to the designation of such records. If, however, the records to be copied are so voluminous that it is not practicable for them to be copied where they are kept or there is no copy machine at the location where the records are being inspected or stored capable of making copies of the records designated, the Association may send the records out for copying by an outside source, such as a commercial copying company. Copies made by an outside source shall be available as soon as a copying service can pick-up, copy and return the records to the location where the records are being inspected or stored. Photocopies will be available at the place where Official Records are kept. Owners requesting copies must arrange for pick-up of records. The Association shall have no obligation to mail or otherwise deliver copies to any place. As determined by the Manager, the President, the Board, or the person designated by the Association to oversee the inspection of records, in the event the copies of the records are so voluminous, or a copy machine or copy service is not available or too busy, or the records are in such condition or form that copies cannot be made available within the above-stated time periods, then copies will be made available as soon as practical.

8. The Association shall allow an Owner or his or her authorized representative to use a portable device, including a smartphone, tablet, portable scanner, or any other technology capable of scanning or taking photographs, to make an electronic copy of the official records in lieu of the Association's providing the Owner with a copy of such records. The Association may not charge an Owner or his or her authorized representative for the use of a portable device. However, if an Official Record is stored electronically and the Owner requests a printed copy to scan, the Association may impose a copying charge for printing the record(s) from the computer.

9. An Owner shall pay the reasonable expense of copying. In the event the copies are made by the Association, the cost shall not exceed twenty five cents (\$.25) per page and absent a Resolution by the Board to the contrary, copies shall be charged at twenty five cents (\$.25) per page. In addition to the costs of copying, the Association may impose a fee to cover the costs required for Association personnel to retrieve and copy the records if the time spent retrieving and copying the records exceeds one-half hour, the personnel costs do not exceed twenty dollars (\$20.00) per hour and the records request results in the copying of more than 25 pages. Absent a Resolution by the Board to the contrary, these personnel costs shall be charged at a rate of twenty dollars (\$20.00) per hour. If copies are made by outside vendors, actual costs shall be charged to the Owner. Payment in advance for the cost of a copy and, if applicable, Association personnel costs shall be required. In the event payment is made in form other than cash, cashier's check, money order or certified check, payment shall not be deemed received unless and until payment has cleared. No copy of a record shall be made unless and until payment for the copy and, if applicable, Association personnel costs is received. The costs stated in this paragraph 8 are based on the limits created by Florida Statute 720. Any change in that law shall automatically change the amounts charged by Association.

10. Records not normally kept in written form shall be produced for inspection in the form in which they are normally kept. However, if records are kept on computer format, the Association may print such records to paper. The Association shall not be obligated to allow Owners to access the Association's computer system, nor shall it be required to make copies of computer records which may violate copyright laws, licensing laws or

agreements, vendor agreements, or which involve proprietary software or computer data. The cost of converting such non-written records to written format, where required, shall be in addition to the cost of copying such records, and the Owner shall pay the reasonable expense of converting such records to written form, which expense shall be the actual cost of making the copy. The Association will not create or generate a document or a report that it would not otherwise create or generate.

11. The Association may comply with its obligation to make Official Records available for inspection by providing them to the Owner by electronic mail, the internet, or making them available in a computerized format readable with customary programs used in computers of consumers. If the Association provides access to Official Records through a computer supplied by the Association or the office in which records access is being conducted, the person inspecting the records shall not e-mail the records inspected to any other computer, person, or e-mail account, review other content or programs on said computer, nor otherwise in any fashion download, forward, or otherwise transmit or manipulate the data he or she reads during the inspection of the records by review on electronic mail, internet or computerized format. If, however, an Owner provides the Association with written notice that they do not have access to a computer, the Association must supply the records in paper format.

D. MANNER OF INSPECTION.

All Owners inspecting or requesting copies of records shall conduct themselves in a courteous manner, and shall not interfere with the normal operation of the Association office and the duties of their personnel, or the office where the records are otherwise inspected or copied or the duties of their personnel. The Association office, or office of inspection, may assign a staff person or other person to assist in the inspection and all requests for further assistance and copying during inspection shall be directed to that staff person.

F. ENFORCEMENT OF INSPECTION AND COPYING RULES.

1. Any violation of this Rule may result in the immediate suspension of the inspection or copying until such time as the violator agrees in writing to comply herewith.
2. Any requests for inspection and copying not complying with this Rule need not be honored, but in such cases the Association shall mail or hand-deliver a written response to the person requesting inspection and/or copying and shall indicate how the request fails to comply herewith.
3. The Board of Directors may take whatever appropriate legal action is available against any person who fails to comply with this Rule, including the levy of fines.
4. Nothing in this Rule shall be construed as a limitation or restriction upon any of the Association's rights or remedies, or act as an election of remedies. All rights and remedies available to the Association shall be cumulative.
5. The President of the Association, or the Manager (under the direction of the President), shall have the authority to interpret and implement the provisions of this Rule and make decisions and judgments arising hereunder without need for Board approval on a case-by-case basis.

General Community Information

BICYCLE ID PROGRAM

All bicycles ridden on Piper's Landing property must have a yellow identification tag, issued at the Security Office, attached to the handlebars or at another location at the front of the bicycle.

SECURITY

Security operates seven days a week, twenty-four hours a day.

1. Emergency Situations: Call 911 first to get emergency help. Then, call 283-7002 to inform Security that a call to 911 has been placed. The officers will assist in directing the emergency services to your location as quickly as possible.

2. Non-Emergency situations: Call the Guard Station at 283-7002. Visitors/Guests: If you are expecting guests or visitors, please call the Guard Station (East) at 283-7002 or (West) 781-3777 and follow the prompts to leave a voicemail message.

Security officers may request photo identification from individuals on property they don't recognize or who looks out of place. (Ex: walkers, bike riders, people at the marina).

D. Keys: Please be sure to leave an entrance door key with the Guard Station. These keys will be coded so that only the officers will know which key belongs to which home. The keys will be stored in a safe location to be used by security in case of emergency or as you direct.

Alarm and Alarm Codes:

1. Members are strongly urged to install an alarm system connected to the Guard Station by employing a reputable alarm company either from a list of such companies available at the Guard Station or otherwise.

2. The alarm codes for a unit should be registered with the Guard Station, so that in an emergency, the Officers can enter a home to check on reported intrusions or to respond to requests for assistance.

3. When leaving for some period of time:
Members should advise the Guard Station upon leaving the Association premises for any length of time, whether for a few days or for an extended period.

E. Upon return: Members should inform the Guard Station of their return. While most Officers know Members by sight, there may be a relief officer on duty who would not recognize Members and therefore not record their return to the community.

F. Authorization Sheets: If a member wishes to allow other persons, whether guests or trades people, access to the Member's Unit, the Guard Station must be provided with such information, which will be appropriately recorded and updated in the Guard Station.

UTILITIES

Water & sewer services are provided to Piper's Landing by Martin County Utilities. The water is subject to periodic testing for contaminants and implementation of the various regulatory requirements of the United States Environmental Protection Agency and the Florida Department of Environmental Protection. There are no individual water meters, but members are asked to use these services prudently. Water and sewer service is assessed quarterly and shown separately on members' bills. Piper's Landing is responsible for the ongoing maintenance and operation of the water & sewer collection systems on the property.

There is no natural gas service to our area. Various local companies supply propane. Members may contact the office to inquire as to the propane gas vendors.

CABLE TV

Comcast Cable Communications provides basic and enhanced HD programming with 2 HD boxes and 2 digital converters at a collective year-round rate for all residents. The Association, rather than Comcast, bills members for this service, quarterly and separately. Premium services and channels are not included in this rate. For example, if you desire premium channel(s) such as HBO, Cinemax, etc., you must contact Comcast directly at 800-934-6489. Comcast will bill these additional costs to members directly.

GARBAGE AND TRASH SERVICE

Elite Custom Service (284-9999) provides regular pick-up garbage service. Members are billed by Piper's Landing on a quarterly basis. Members have a choice of either "line of sight" or back door pickup. Curbside pickup is not permissible. An increased fee is charged for "back door" pickup service. Members must pay the established fee for their service and may not change it to a lesser service fee when they relocate to a summer or alternate residence. Pickup days are Tuesdays and Fridays in the morning. Members are requested to bag their trash and place it in a trash container and separate household trash from yard/other trash. Household trash and yard/other trash are picked up the same day at separate times. If your home is skipped, please call Elite Custom Services directly to notify them.

Members who recycle may take their recyclables to the containers in the maintenance yard.

PERTINENT TELEPHONE NUMBERS

Electric Service: Florida Power & Light (FPL) – (772) 287-5400 Residential Service

Telephone Service: AT&T Customer Service – 1-800-288-2020 or 1-877-737-2478
24/7 for repair

Propane Gas Service: Energize Gas Inc – (772) 777-8133

Garbage Service: Elite Customer Service (772) 284-9999

Cable Service: Comcast (800) 934-6489

VENDORS, CONTRACTORS AND DELIVERY PERSONNEL

1. The community speed limit is 25 MPH.
2. Only authorized workers are permitted on a job site.
3. Workers shall not bring pets to a job site.
4. Employers are responsible for their employees while they are on Piper's Landing property.
5. A suitable container, such as a fifty-gallon drum, shall be provided by the contractor on each job site for food and drink containers and similar waste material.
6. Firearms are not permitted on Piper's Landing property.
7. Construction and worker's vehicles must be parked on the building site. Parking, dumping, etc. on adjacent property is not allowed without the permission of the owner or those they authorize.
8. The building site and roadway in front of the site shall be kept clean at all times.
9. Overloading of trucks causes spillage and is prohibited. Cleanup of spillage is the responsibility of the violators as is the repair of any other damage to Piper's Landing property.
10. No equipment, including radios, is to be used in a manner that is offensive in appearance, odor or noise level. Radios are not to be played above conversational level. Offenders may be asked to leave the job site.
11. Any vehicle making excessive noise will not be permitted past the guardhouse.
12. Contractors are not permitted to burn any material within Piper's Landing.
13. Construction shall not begin before 7:00 a.m. and shall stop at dark or 6:00 p.m., whichever occurs first. However, construction work of a quiet nature may be permitted between 6:00 p.m. and dark in the summer if the work does not offend residents. If a complaint is filed for work being performed after 6:00 p.m., the worker must stop and leave immediately.

14. Except in an emergency situation or unusual circumstances, no work is permitted on Sundays, holidays or at night, unless prior permission has been obtained from the General Manager.

15. Workers are restricted to the particular area where they have been employed to perform services.

16. Wildlife is NOT to be fed, harassed or killed. Poisonous snakes are the only exception to this rule. Fishing is not permitted at any time.

17. Failure to abide by these rules is just cause to deny working or driving privileges at Piper's Landing.