

**Cambria at Hammock Dunes, A Condominium**

**Articles of Incorporation**

**EXHIBIT "C"**

**ARTICLES OF INCORPORATION**

**OF**

**CAMBRIA AT HAMMOCK DUNES CONDOMINIUM ASSOCIATION, INC.**

**(A NONPROFIT FLORIDA CORPORATION)**

**ARTICLE I**

**NAME**

The name of this corporation is Cambria at Hammock Dunes Condominium Association, Inc. (the "Association").

**ARTICLE II**

**PURPOSE AND LOCATION**

The purpose for which the Association is organized is to act as the governing association of the proposed Cambria at Hammock Dunes, a Condominium, located at 19 Avenue de la Mer, Palm Coast, Florida 32137.

**ARTICLE III**

**MEMBERS**

The qualification of members and the manner of their admission shall be as follows: Any approved person or persons who hold title in fee simple to a unit in the Condominium shall by virtue of such ownership be a member of the Association. Provided however, that transfer of membership shall be made only as a part of and incident to the transfer of ownership of a condominium unit with such transfers being subject to and controlled by the transfer procedures set forth in the Declaration of Condominium (the "Declaration"). After receiving approval of the Association required by the Declaration, change of membership in the Association shall be established by recording in the Public Records of Flagler County, Florida, a deed or other instrument establishing record title to a unit in the condominium and the delivery of a copy of the recorded instrument to the Association within a reasonable time following such recordation. Such delivery is not required for initial conveyances by WCI Communities, Inc., a Delaware corporation, its successors and assigns, as the developer of the condominium ("Developer"). The owner designated by such instrument thereby becomes a member of the Association and the membership of the previous owner is thereby terminated.

**ARTICLE IV**

**CORPORATE EXISTENCE**

The Association shall exist perpetually.

**ARTICLE V  
INCORPORATOR**

The name and address of the Incorporator is as follows:

Vivien N. Hastings  
24301 Walden Center Drive, Suite 300  
Bonita Springs, Florida 34134

The rights and interests of the incorporator shall automatically terminate when these Articles are filed with the Secretary of State.

**ARTICLE VI  
MANAGEMENT**

**A. Corporate Affairs.** The affairs of the Association are to be managed initially by a Board of three Directors (which may be expanded to five) who will be appointed by the Developer as provided for in the By-Laws. Subsequent Boards may be composed of either three or five Directors.

**B. Standards.** A Director shall discharge his duties as a director, including any duties as a member of a Committee: in good faith; with the care an ordinary prudent person in a like position would exercise under similar circumstances; and in a manner reasonably believed to be in the best interests of the Association. Unless a Director has knowledge concerning a matter in question that makes reliance unwarranted, a Director, in discharging his duties, may rely on information, opinions, reports or statements, including financial statements and other data, if prepared or presented by: one or more officers or employees of the Association whom the Director reasonably believes to be reasonable and competent in the manners presented; legal counsel, public accountants or other persons as to matters the Director reasonably believes are within the persons' professional or expert competence; or a Committee of which the Director is not a member if the Director reasonably believes the Committee merits confidence. A Director is not liable for any action taken as a director, or any failure to take action, if he performed the duties of his office in compliance with the foregoing standards.

**ARTICLE VII  
OFFICERS**

The names of the Officers who are to serve until the first election or appointment under the Articles of Incorporation are:

Timothy Byal - President  
Jeffrey Maxwell - Vice President  
Sylvia Keith - Secretary  
Marcienne Tiebout-Touron - Treasurer

**ARTICLE VIII  
DIRECTORS**

The number of persons constituting the first Board of Directors shall be three, and their names and addresses are as follows:

Timothy Byal  
WCI Communities, Inc  
101 East Town Place, Suite 300  
St. Augustine, Florida 32092

Jeffrey Maxwell  
WCI Communities, Inc.  
101 East Town Place, Suite 300  
St. Augustine, Florida 32092

Marcienne Tiebout-Touron  
WCI Communities, Inc.  
24301 Walden Center Drive, Suite 300  
Bonita Springs, Florida 34134

The number of members of succeeding Boards of Directors shall be as provided from time to time by the By-Laws of the Association. Subject to the rights of the Developer to appoint members of the Board of Directors as hereinafter stated, the members of the Board of Directors shall be elected by the members of the Association at the annual meeting of the membership as provided in the By-Laws of the Association and shall be owners of Units in the Condominium or shall be authorized representatives, officers or employees of a corporation or other organization which is the owner of a Unit.

When unit owners other than the Developer own fifteen (15) percent or more of the units of the Condominium, the unit owners other than Developer shall be entitled to elect no less than one third of the member of the Board of Directors. Unit owners other than Developer are entitled to elect not less than a majority of the members of the Board of Directors of the Association upon the earlier of:

(a) Three years after fifty percent (50%) of the units that will be operated ultimately by the Association have been conveyed to purchasers;

(b) Three months after ninety percent (90%) of the units that will be operated ultimately by the Association have been conveyed to purchasers;

(c) When all the units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by Developer in the ordinary course of business;

(d) When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by Developer in the ordinary course of business;

- (e) Seven years after recordation of the Declaration of Condominium; or
- (f) Developer so declaring by written notice to the members.

Until such time as unit owners other than the Developer are entitled to elect one or more members of the Board of Directors as provided above, the Developer shall be entitled to designate and appoint all members of the Board of Directors. Developer is entitled to elect at least one member of the Board of Directors as long as Developer holds for sale in the ordinary course of business at least five percent (5%) of the total units in the Condominium. Following the time that Developer relinquishes control of the Association, Developer may exercise the right to vote any units owned by Developer in the same manner as any other unit owner except for purposes of reacquiring control of the Association or selecting the majority members of the Board of Directors.

Developer shall be entitled to designate and appoint all directors whom the other members shall not be entitled to elect. Directors appointed by Developer shall not be required to be owners or residents of Units in the Condominium. Any successor of Developer designated in the manner provided in the Declaration shall be entitled to the rights of Developer stated in this paragraph.

#### **ARTICLE IX BY-LAWS**

After turnover, the By-Laws of the Association are to be made, altered or rescinded by sixty seven percent (67%) of the Voting Interests (as such term is defined in the Declaration) of the Association; prior to turnover by a majority of the Board of Directors alone.

#### **ARTICLE X AMENDMENTS**

**A. Notice.** Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered and shall be otherwise given in the time and manner provided in Chapter 617, Florida Statutes and in Chapter 718, Florida Statutes (the "Condominium Act"). Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.

**B. Adoption.** Amendments shall be proposed and adopted in the manner provided in Chapter 617, Florida Statutes and in the Condominium Act (the latter to control over the former to the extent provided for in the Condominium Act).

**C. Amendment Limitation.** No amendment shall make any changes in the qualifications for membership, nor in the voting rights or property rights of members, nor any changes in Articles XIII or XIV of these Articles of Incorporation, without the approval in writing of all members and the joinder of all record owners of mortgages upon Units. No amendment shall be made that is in conflict with the Condominium Act, the Declaration or the By-Laws, nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of or reserved to the Developer and/or Institutional First Mortgagees, unless the Developer and/or the Institutional First

Mortgagees, as applicable, shall join in the execution of the amendment. No amendment to this Section shall be effective.

**D. Developer Amendments.** Notwithstanding anything herein contained to the contrary, to the extent lawful, the Developer may amend these Articles of Incorporation consistent with, or not prohibited by, the provisions of the Declaration allowing certain amendments to be effected by the Developer alone.

**ARTICLE XI  
VOTES**

Each unit in the Condominium shall have one full indivisible vote.

**ARTICLE XII  
POWERS**

The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the By-Laws and the Condominium Act, provided that in the event of conflict, the provisions of the Condominium Act shall control over those of the Declaration and By-Laws.

**ARTICLE XIII  
INDEMNIFICATION PROVISIONS**

**A. Indemnities.** The Association shall indemnify any person who was or is a party to any proceeding (other than an action by, or in the right of, the Association) by reason of the fact that he is or was a director, officer, employee or agent (each, an "Indemnitee") of the Association, against liability incurred in connection with such proceeding, including any appeal thereof, if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any proceeding by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in, or not opposed to, the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

**B. Indemnification.** The Association shall indemnify any person, who was or is a party to any proceeding by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a director, officer, employee, or agent of the Association against expenses and amounts paid in settlement not exceeding, in the judgment of the board of directors, the estimated expense of litigating the proceeding to conclusion, actually and reasonably incurred in connection with the defense or settlement of such proceeding, including any appeal thereof. Such indemnification shall be authorized if such person acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association, except that no indemnification shall be made under this subsection in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable unless, and only to the extent that, the court in which such proceeding was brought, or any other court of

competent jurisdiction, shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

**C. Indemnification for Expenses.** To the extent that a director, officer, employee, or agent of the Association has been successful on the merits or otherwise in defense of any proceeding referred to in Article XIII, subsection A or B, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses actually and reasonably incurred by him in connection therewith.

**D. Determination of Applicability.** Any indemnification under Article XIII, subsection A. or B. unless pursuant to a determination by a court, shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee, or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in Article XIII, subsection A or B. Such determination shall be made:

1. By the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such proceeding;

2. If such a quorum is not obtainable or, even if obtainable, by majority vote of a Committee duly designated by the Board of Directors (in which directors who are parties may participate) consisting solely of two or more Directors not at the time parties to the proceeding;

3. By independent legal counsel:

a. selected by the Board of Directors prescribed in paragraph 1 or the committee prescribed in paragraph 2; or

b. if a quorum of the Directors cannot be obtained for paragraph 1 and the Committee cannot be designated under paragraph 2, selected by majority vote of the full Board of Directors (in which Directors who are parties may participate); or

4. By a majority of the voting interests of the members of the Association who were not parties to such proceeding.

**E. Determination Regarding Expenses.** Evaluation of the reasonableness of expenses and authorization of indemnification shall be made in the same manner as the determination that indemnification is permissible. However, if the determination of permissibility is made by independent legal counsel, persons specified by Article XIII, subsection D.3. shall evaluate the reasonableness of expenses and may authorize indemnification.

**F. Advancing Expenses.** Expenses incurred by an officer or director in defending a civil or criminal proceeding may be paid by the Association in advance of the final disposition of such proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount if he is ultimately found not to be entitled to indemnification by the

Association pursuant to this section. Expenses incurred by other employees and agents may be paid in advance upon such terms or conditions that the Board of Directors deems appropriate.

**G. Exclusivity: Exclusions.** The indemnification and advancement of expenses provided pursuant to this section are not exclusive, and the Association may make any other or further indemnification or advancement of expenses of any of its directors, officers, employees, or agents, under any bylaw, agreement, vote of shareholders or disinterested directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. However, indemnification or advancement of expenses shall not be made to or on behalf of any director, officer, employee, or agent if a judgment or other final adjudication establishes that his actions, or omissions to act, were material to the cause of action so adjudicated and constitute:

1. A violation of the criminal law, unless the director, officer, employee, or agent had reasonable cause to believe his conduct was lawful or had no reasonable cause to believe his conduct was unlawful;

2. A transaction from which the director, officer, employee, or agent derived an improper personal benefit; or

3. Willful misconduct or a conscious disregard for the best interests of the Association in a proceeding by or in the right of the Association to procure a judgment in its favor or in a proceeding by or in the right of the members of the Association.

**H. Continuing Effect.** Indemnification and advancement of expenses as provided in this section shall continue as, unless otherwise provided when authorized or ratified, to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person, unless otherwise provided when authorized or ratified.

**I. Application to Court.** Notwithstanding the failure of the Association to provide indemnification, and despite any contrary determination of the Board or of the members in the specific case, a director, officer, employee, or agent of the Association who is or was a party to a proceeding may apply for indemnification or advancement of expenses, or both, to the court conducting the proceeding, to the circuit court, or to another court of competent jurisdiction. On receipt of an application, the court, after giving any notice that it considers necessary, may order indemnification and advancement of expenses, including expenses incurred in seeking court-ordered indemnification or advancement of expenses, if it determines that:

1. The director, officer, employee, or agent is entitled to mandatory indemnification under Article XIII, subsection B in which case the court shall also order the Association to pay the director reasonable expenses incurred in obtaining court-ordered indemnification or advancement of expenses;

2. The director, officer, employee, or agent is entitled to indemnification or advancement of expenses, or both, by virtue of the exercise by the Association of its power pursuant to Article XIII, subsection G or



3. The director, officer, employee, or agent is fairly and reasonably entitled to indemnification or advancement of expenses, or both, in view of all the relevant circumstances, regardless of whether such person met the standard of conduct set forth in Article XIII, subsection A, subsection B, or subsection G, unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or acted in a manner he reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith or did act in a manner which he reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful.

**J. Definitions.** For purposes of this Article XIII, the term "expenses" shall be deemed to include attorneys' fees, including those for any appeals; the term "liability" shall be deemed to include obligations to pay a judgment, settlement, penalty, fine, and expenses actually and reasonably incurred with respect to a proceeding; the term "proceeding" shall be deemed to include any threatened, pending, or completed action, suit, or other type of proceeding, whether civil, criminal, administrative or investigative, and whether formal or informal; and the term "agent" shall be deemed to include a volunteer; the term "serving at the request of the Association" shall be deemed to include any service as a director, officer, employee or agent of the Association that imposes duties on such persons.

**K. Amendment.** Anything to the contrary herein notwithstanding, no amendment to the provisions of this Article XIII shall be applicable as to any party eligible for indemnification hereunder who has not given his prior written consent to such amendment.

**ARTICLE XIV  
DISTRIBUTION OF INCOME; DISSOLUTION**

The Association shall not pay a dividend to its members and shall make no distribution of income to its members, directors or officers, and upon dissolution, all assets of the Association shall be transferred only to another nonprofit corporation or a public agency or as otherwise authorized by the Florida Not For Profit Corporation Act (Chapter 617, Florida Statutes).

**ARTICLE XV  
REGISTERED AGENT**

The name of the registered agent and place for service of process shall be Vivien N. Hastings, whose address is: 24301 Walden Center Drive, #300, Bonita Springs, Florida 34134.

IN WITNESS WHEREOF, the undersigned subscriber has executed these Articles of Incorporation this \_\_\_\_ day of \_\_\_\_\_, 200 \_\_\_\_.

\_\_\_\_\_  
Vivien N. Hastings

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ACCEPTANCE OF REGISTERED AGENT

Having been named to accept service of process for the above stated corporation, at the place designated in these Articles of Incorporation, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

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Vivien N. Hastings

## CAMBRIA AT HAMMOCK DUNES, A CONDOMINIUM

### RULES AND REGULATIONS

#### A. GENERAL RULES

1. Terms not otherwise defined in these Rules and Regulations shall have the meanings ascribed to such terms in the Declaration of Condominium for Cambria at Hammock Dunes, a Condominium.

2. The parking garage is solely for the use of the owners and occupants of Units, and their respective family members, tenants, invitees and guests. Passenger automobiles, sport/utility vehicles, pickup trucks, vans and motorcycles (used for personal transportation and not commercially) that do not exceed the size of one parking space may be parked in the parking garage in the areas provided for that purpose. Garage parking spaces are assigned. Commercial vehicles, commercial trucks, campers, motor homes, trailers, boats and boat trailers are prohibited in the parking garage and the exterior surface parking spaces. Bicycles and mopeds shall be parked only in the bike storage areas or as may otherwise be designated by the Board of Directors. Vehicle maintenance is not permitted on the Condominium Property. All vehicles must be currently licensed and no inoperable or unsightly vehicles may be kept on Condominium Property. The Developer shall be exempt from this regulation for vehicles which are engaged in any activity relating to construction, maintenance or marketing of residences, as are commercial vehicles used by vendors of the Association while engaged in work at the Condominium.

3. Recreational facilities will be used in such a manner as to respect the rights of others, and the Board Directors may regulate duration of use, hours of opening and closing and schedule their use.

4. No exterior radio, television or telephone or any exterior wiring for any purpose may be installed without the written consent of the Board of Directors.

5. To maintain harmony of exterior appearance no one shall make any changes to, place anything upon, affix anything to or exhibit anything from any part of the Condominium or Association property visible from the exterior of the building or from Common Elements without the prior written consent of the Board of Directors. All curtains, shades, drapes and blinds shall be white or off-white in color or lined with material of these colors. The type and color of tile or other hard surface covering installed on balconies and terraces of Units must be approved by the Board of Directors. Owners shall submit to the Board at least three (3) samples of requested tile or other hard surface covering, which shall be earth tone in color.

6. All Common Elements inside and outside the buildings will be used for their designated purposes only, and nothing belonging to Owners, their family, tenants or guests shall be kept therein or thereon without the approval of the Board of Directors, and such areas shall at all times be kept free of obstruction. Owners are financially responsible to the Association for damage to the Common Elements caused by themselves, their tenants, guests and family members.

7. Unit Owners may not keep in any Unit or bring upon the Common Elements any animals or pets other than dogs, cats, caged birds and aquarium fish which are usually and commonly kept as household pets, provided that any such permitted pets shall only be allowed to remain in the Unit if such pets are: (i) permitted to be kept by applicable laws and regulations; (ii) not left unattended on balconies or lanai terraces; (iii) not being kept or raised for commercial purposes; and (iv) quiet, inoffensive and not a nuisance to residents of other Units or of neighboring buildings. Guests or tenants are not permitted to keep or maintain any pets or animals within Units or bring any pets or animals upon the Condominium Property, unless otherwise permitted by the Board of Directors of the Association. Further, pets shall be subject to the following conditions:

a. Pets shall not be permitted outside of their Owner's Unit unless attended by an adult and on a leash not more than six (6) feet long.

b. No pets shall be permitted in the pool area, leashed or unleashed.

c. Pets shall only be walked or taken elsewhere on those portions of the Common Elements and the Hammock Dunes common property designated by the applicable association or entity governing same from time to time for such purposes, if any.

d. Unit Owners shall immediately pick up all messes and solid wastes from their pets and dispose of same appropriately.

e. Pets that are vicious, noisy or otherwise unpleasant will not be permitted in the Condominium. In the event that a pet has become a nuisance or unreasonably disturbing in the opinion of the Board of Directors, written notice shall be given to the owner or other person responsible for the pet and the pet must be removed from the condominium property within three (3) days.

f. The Board of Directors has the authority and discretion to make exceptions to the limitations in this regulation in individual cases and to impose conditions concerning the exceptions.

g. The Association may require registration of all pets and may establish reasonable fees in connection with same and/or may require pet owners to place with the Association a reasonable security deposit.

8. Disposition of garbage and trash shall be only by use of trash chutes, receptacles approved by the Association or by use of garbage disposal units. Owners and occupants of Units must: (i) place trash in the trash chutes securely bagged (which bags may not contain bulky items or breakable glass objects); (ii) bundle newspapers; (iii) dispose of food and vegetable scraps in the individual residence garbage disposals; (iv) carry bulky items and breakable glass objects down to the trash room on the garage level; and (v) not leave or place garbage or trash in hallways or corridors.

9. All persons occupying Units other than the Owners shall be registered with the Manager or other designate of the Association at or before the time of their occupancy of the residence. This includes renters and house guests.

Units may not be rented for periods of less than thirty (30) consecutive days nor more than two (2) times a calendar year. A copy of these Rules and Regulations must be given to the tenants and guests by the Owner, or the Owner's agent. No Unit may be permanently occupied by more persons than the number of bedrooms times two, nor may more persons, including guests, occupy a residence overnight than the number of bedrooms times two, plus four.

This regulation may not be amended in a way that would be detrimental to the sales of residences by the developer so long as the developer holds residences for sale in the ordinary course of business.

10. The Association shall retain a pass key to the Units, and the Owners of Units shall provide the Association with a new or extra key whenever locks are changed or added for the use of the Association pursuant to its statutory right of access to the residences. Duplication of Owners' keys to common element facilities is restricted in the interest of security. Such keys shall be duplicated only with the assistance of the Manager. Changing of locks must be done through the Association.

11. Children shall be under the direct control of a responsible adult. Children under the age of 12 may not use the pool, or waterfront areas unaccompanied by an adult nor shall they be permitted to run, play tag or act boisterously on the Condominium Property. Skateboarding, "Big Wheels", or loud or obnoxious toys are prohibited. Children may be removed from the common areas for misbehavior by or on the instructions of the Board of Directors.

12. Loud and disturbing noises are prohibited. All radios, televisions, tape machines, compact disc players, stereos, singing and playing of musical instruments, etc. shall be regulated to sound levels that will not disturb others and if used at or in the vicinity of the pool shall be used only with earphones. No vocal or instrumental practice is permitted after 9:00 p.m. or before 8:00 a.m.

13. Use of barbecue grills on exterior areas of the Common Elements shall only be allowed in areas designated as safe and appropriate by the Board of Directors. The use of such grills shall be subject to such applicable laws and reasonable rules and regulations as may be now or subsequently enacted or amended from time to time by the Board of Directors. Grills shall not be used on balconies or lanai terraces.

14. Unit Owners shall not change or alter in any manner any building planters located on lanai terraces, balconies and/or elsewhere on the Common Elements, nor shall such Unit Owners install or place any improvements or flowers, plants or other landscaping materials upon or within such planters.

15. The Unit Owners of Penthouse 1 and Penthouse 2 shall use, operate, maintain, repair and replace (if the Unit Owner desires to replace same) the hot tubs, if any, located on the private terraces appurtenant to such Units in accordance with any and all applicable laws and reasonable rules, regulations and requirements as may be now or subsequently be enacted or amended from time to time by the Board of Directors. Such permitted hot tubs, if any, shall be personal property of the Unit Owner.

16. Illegal and immoral practices are prohibited.
17. Lawns, shrubbery or other exterior plantings shall not be altered, moved or added to without permission of the Association.
18. No glass of any kind shall be permitted in the pool area. Any liquid refreshments consumed near the pool area shall be in paper or plastic containers.
19. Laundry, bathing apparel, beach and porch accessories shall not be maintained outside of the residences or limited common elements (balconies and terraces), and such apparel and accessories shall not be exposed to view.
20. No nuisance of any type or kind shall be maintained upon the Condominium Property.
21. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the building or contents thereof, without the prior written consent of the Board of Directors. No Owner shall permit anything to be done or kept in a Unit or in the Common Elements which will result in the cancellation of insurance on the building, or contents thereof, or which would be in violation of any law or building code.
22. Persons moving furniture and other property into and out of Units must notify the Manager in advance and use the designated access door into the condominium. All such moving must be Mondays through Fridays between the hours of 8:00 A.M. and 5:00 P.M. and Saturdays from 8:00 A.M. to 2:00 P.M. Moving vans and trucks used for this purpose shall only remain on condominium property when actually in use.
23. Repair, construction, decorating or re-modeling work shall only be carried on Mondays through Fridays between the hours of 8:00 A.M. and 5:00 P.M. and Saturdays from 8:00 A.M. to 2:00 P.M. and the rules for decorators and subcontractors set forth herein must be complied with.
24. These Rules and Regulations shall apply equally to Owners, their families, guests, staff, invitees, employees, customers and tenants.
25. The Board of Directors of the Association may impose up to a \$100.00 fine for each violation (except for non-payment of an assessment) or each day of a continuing violation, provided that no such fine shall exceed \$1,000.00, of any of the provisions of the Declaration of Condominium, the By-Laws and these Rules and Regulations.
26. The Condominium and management staff are not permitted to do private work for Owners, their families, guests, staff, invitees, employees, customers or tenants while on duty. If both parties are agreeable, staff may assist such persons privately when off duty.

27. The Board of Directors shall adopt specifications for the laminated glass for all exterior windows and exterior sliding glass doors to Units. Exterior windows and exterior sliding glass doors are a special architect approved laminated glass and have been designed and installed to meet or exceed the wind load and wind-borne debris impact standards of the applicable building code in effect as of time of design and installation. For this reason and for the purpose of preserving the aesthetic appearance of the building, hurricane shutters shall not be installed on any windows or sliding glass doors in the Condominium. If such windows or sliding glass doors in the Condominium are replaced, they must be replaced with laminated architectural glass equal to or exceeding the specifications of the original glass and which comply with the applicable building code.

28. These Rules and Regulations do not purport to constitute all of the restrictions affecting the Condominium and Common Elements. Reference should be made to the Condominium and the Hammock Dunes Owners' Association's documents.

## **B. PROCEDURES AND RULES FOR USE OF GUEST SUITES**

1. Guest Suites are part of the Common Elements, and are for the use and the convenience of Condominium owners and their guests while the host owner is in residence. The guest suites are not for extended use or for public use.

2. Reservations should be made through the office of the Property Manager, who will also assist in authorizing access for your guest(s) into the Condominium.

3. Requests for reservations will be handled on a first come, first serve basis; however, both suites may not be reserved by one owner, unless no other requests are received for the same dates. Also, to assure that all owners have fair and equitable access to the suites for their guests, any one owner is limited to two consecutive uses, one use per holiday per calendar year on a rotating basis, and to a maximum of three uses per calendar year, unless the Property Manager determines that demand for the guest suites allows otherwise to best accommodate the needs of all owners. The guest suites may not be booked more than two months in advance.

4. The maximum stay for guests is seven days, unless an extension has been specifically authorized by the Property Manager for not more than seven additional days.

5. The guest suite use fee is currently \$100.00 per day during the period from October 1 through and including April 30 and \$75.00 per day during the period from May 1 through and including September 30.

6. If a cancellation notice is not given twenty-four hours in advance there will be an appropriate charge billed to the owner's account, not to exceed the guest suite rental fee unless the on-site manager is able to still rent the suite.

7. Please notify the Property Manager as soon as possible, but at least 24 hours prior to the date for which the suite is reserved, of any need to cancel your reservation. Your fellow owners would appreciate this courtesy.

8. Guests may register and pick up keys through the Property Manager's office after 3:00 P.M. Check-out time is 12:00 noon. A registration form will be available at the time of check-in. The guest's name, address, telephone number and vehicle registration information must be provided at registration.

9. Maid service will be provided daily unless otherwise requested.

10. Long distance telephone calls may only be made by credit card or reverse charges on the telephone in a guest suite.

11. The host owner will be responsible for any damage to the guest suite or to other association property caused by the guest, as well as for the guest's compliance with all applicable Condominium Rules and Regulations, which will be available in the guest suite.

12. After the guest's departure, a billing statement will be forwarded to the host owner.

13. The guest suites are part of the Common Elements of the Association and therefore subject to Florida law which prohibits smoking in the interiors of these areas. Your guest's compliance is appreciated.

14. These rules and procedures may be changed without notice.

#### **C. PROCEDURES AND RULES FOR USE OF LIMITED COMMON ELEMENT WINE LOCKERS**

1. Wine lockers located in the wine room are Limited Common Elements appurtenant to the Unit to which they are assigned and are for the exclusive use of the Unit Owner(s) of that Unit. The Unit Owner shall use the wine lockers solely for the storage of no more than twelve (12) bottles of wine and champagne. Any and all wine and champagne and other items and contents stored in wine lockers shall be stored solely at the risk of the Unit Owner and the Unit Owner's family members and tenants. The Association shall not be responsible or liable for, and each Unit Owner (and such Unit Owner's family members, tenants and others entitled to use of the wine lockers), in accepting an assignment of the use of a wine locker, waives all claims against the Association for, any theft of or loss, injury or damage to any and all wine, champagne and other items and contents stored in the wine lockers from any cause whatsoever.

2. The Unit Owner will be responsible for any damage to the wine locker caused by the Unit Owner or the Unit Owner's family members; guests, staff, invitees, employees and tenants.

3. These rules and procedures may be changed without notice.



#### **D. PROCEDURES AND RULES FOR USE OF HUMIDORS**

1. Humidors located in the billiard room are part of the Common Elements, and are for the use and the convenience of the Condominium unit owners and their respective family members and tenants. The humidors are not for public use.

2. The Association shall maintain, repair and replace the humidors and all expenses related thereto shall be paid by the Association as Common Expenses.

3. Reservations for the use of a humidor should be made through the office of the Property Manager. Requests for reservations will be handled on a first come, first serve basis.

4. Once the Association assigns the use of a humidor to a Unit Owner, such Unit Owner may use such humidor subject to these Rules and Regulations for as long as such Unit Owner owns a Unit in the Condominium; provided, however, the Association may (but shall not be obligated to) terminate such Unit Owner's use rights to a humidor if the Unit Owner fails to comply with these Rules and Regulations or becomes delinquent in the payment of assessments and other charges due and owing to the Association.

5. The Unit Owner shall use the humidors solely for the storage of cigars.

6. Any and all cigars and other items and contents stored in humidors shall be stored solely at the risk of the Unit Owner and the Unit Owner's family members and tenants. The Association shall not be responsible or liable for, and each Unit Owner (and such Unit Owner's family members, tenants and others entitled to use of the humidor), in accepting the right to use of a humidor, waives all claims against the Association for, any theft of or loss, injury or damage to any and all cigars and other items and contents stored in the humidor from any cause whatsoever.

7. The Unit Owner will be responsible for any damage to the humidor caused by the Unit Owner or the Unit Owner's family members, guests, staff, invitees, employees and tenants.

8. These rules and procedures may be changed without notice.

#### **E. PROCEDURES AND RULES FOR USE OF THEATER AND GOLF SIMULATOR**

1. The theater and the golf simulator room are part of the Common Elements, and are for the use of Condominium unit owners and their respective tenants and guests while the host owner/tenant is in residence. The theater and the golf simulator are not for extended use or for public use.

2. Reservations for and rules relating to the use of the theater and the golf simulator room shall be administered through a program established from time to time by the Board of Directors of the Association.

## F. RULES FOR DECORATORS, CONTRACTORS AND SUB-CONTRACTORS

1. The Owner must pre-register with the on-site manager giving him the name, address, telephone number and fax number of the unit owner's representative who will be overseeing the work being done in the unit whether it be the interior decorator the general contractor or the Unit Owner.

2. Prior to commencing work, the Unit Owner's representative must submit to the on-site manager, a list of names, addresses and telephone numbers of all sub-contractors who will be working in the unit, together with a schedule for their work.

3. The on-site manager will coordinate with the Unit Owner's representative the issuance of temporary passes for access for decorators and contractors into the Condominium.

4. Work hours are 8:00 a.m. to 5:00 p.m., Monday through Friday and Saturday from 8:00 a.m. to 2:00 p.m.

5. The contractor and all sub-contractors must have all licenses required by Flagler County, City of Palm Coast and other applicable governmental authorities and submit proof of same for the on-site manager's file.

6. Prior to authorization for access, the contractors and all sub-contractors must produce from their insurance carrier a Certificate of Insurance of general liability of no less than \$250,000 per occurrence and no less than \$500,000 aggregate, and provide proof of Worker's Compensation coverage for the on-site manager's file.

7. Vehicles are not permitted in the parking garage and must be parked in the exterior parking areas designated by the on-site manager. All persons working on Units will enter the building through the parking garage.

8. There are two service/freight elevators which are each approximately 5' x 6' x 9' in height. The passenger elevators are not to be used at anytime by contractors and subcontractors or for the moving of furniture, freight or other personal property in and out of Units.

9. After unloading, workers must park their vehicles in the designated areas specified by the on-site manager.

10. Work preparations will not be allowed in the garage, i.e. mixing of paints, mud, grout, etc.

11. The trash chute is not to be used, nor is any trash to be left in units or hallways. The on-site manager will provide information on disposal of trash.

12. All trash and debris shall be hauled off by the workers on a daily basis unless a dumpster is specifically designated for their use.

13. Grout, paint, wall mud or any other material may not be poured down building drains, sinks, toilets or bathtubs. Check with the on-site manager for location of cleaning area.

14. Sub-contractors are not to use carts owned by the Condominium or the Manager. (Supply your own).

15. Breaks and lunches, if taken inside the building, should be confined to the owner's unit.

16. No radios will be allowed in the building unless used with headphones.

17. Access to the individual condominium units must be coordinated through the owner, decorator or other designee.

18. Do not tamper with or hang extension cords from any of the sprinkler heads.

19. Unit smoke alarms are to be left in place. They are to be properly protected during the interior finish work which generates heavy airborne particles, i.e. sanding and painting.

20. Workers are not to wander around in areas other than the specific area or unit they are assigned to.

21. Each Unit Owner who elects to install or modify in any portion of a Unit hard surface flooring materials (i.e., tile, marble, wood) shall first be required to install, in accordance with manufacturer's recommendations and the requirements of the Board of Directors from time to time, an approved sound underlayment beneath it equal or superior to Proflex self bonding 90 ml electrometric membrane or other sound isolation material acceptable to the Board of Directors from time to time. Each Unit Owner is required to submit for approval to the Board of Directors or its representative the proposed hard surface floor underlayment material. Written approval for the proposed materials is required prior to installation of hard surface flooring, and then the installed sound isolation material must be inspected and approved prior to installation of the hard flooring.

22. Each Unit Owner is responsible for his or her decorator's, contractor's and sub-contractor's action and inaction's while on the premises and in Hammock Dunes. Decorators, contractors, and subcontractors are on the premises at their own risk and agree to indemnify and hold harmless the Condominium Association and Hammock Dunes Owners Association, Inc. for any liability or damages which might arise in connection with their activities on the premises or in Hammock Dunes.

23. Should a decorator, contractor or sub-contractor discover a defect in a Unit, they must notify the on-site manager immediately so the defect may be verified and corrected prior to doing any work which might be impacted by the defect.

24. Decorators, contractors and sub-contractors are prohibited from smoking in the Building.

25. Please help us keep the building clean.

Activities will be monitored during the day. Non-compliance may result in you or your firm being barred from the building.

If you have any questions please contact the Cambria at Hammock Dunes on-site manager.

**G. RULES FOR OWNER PARTICIPATION IN BOARD OF DIRECTORS MEETINGS, A BUDGET COMMITTEE MEETING AND A MEETING OF ANY COMMITTEE AUTHORIZED TO TAKE ACTION ON BEHALF OF THE BOARD; AND OF THE LOCATION FOR POSTING NOTICES OF MEETINGS**

**I. THE RIGHT TO SPEAK:**

1. To the maximum extent practical, the posted Board meeting agenda for each meeting shall list the substance of the matters and actions to be considered by the Board.

2. Roberts Rules of Order (latest edition) shall govern the conduct of the Association meeting when not in conflict with the Declaration of Condominium, the Articles of Incorporation, the By-laws or the Condominium Act.

3. After each motion is made and seconded by the Board members the meeting Chairperson will permit owner participation regarding the motion on the floor, which time may be limited depending on the complexity and effect on the Association.

4. Owner participation may be prohibited after reports of officers or committees unless a motion is made to act upon the report, or the Chair determines that it is appropriate or is in the best interest of the Association.

5. An owner wishing to speak must first raise his or her hand and wait to be recognized by the Chair.

6. While an owner is speaking he or she must address only the Chair, no one else is permitted to speak at the same time.

7. An owner may speak only once for not more than three (3) minutes and only on the subject or motion on the floor.

8. The Chair may, by asking if there be any objection and hearing none, permit an owner to speak for longer than three (3) minutes, or to speak more than once on the same subject. The objection, if any, may be that of a Board member only and if there is an objection then the question will be decided by a vote of the Board.

9. The Chair will have the sole authority and responsibility to see to it that all owner participation is relevant to the subject or motion on the floor.

II. THE RIGHT TO VIDEO OR AUDIOTAPE:

1. The audio and video equipment and devices which owners are authorized to utilize at any such meeting must not produce distracting sound or light emissions.

2. Audio and video equipment shall be assembled and placed in position in advance of the commencement of the meeting in a location that is acceptable to the Board or the Committee.

3. Anyone videotaping or recording a meeting shall not be permitted to move about the meeting room in order to facilitate the recording.

4. At least 24 hours advance written notice shall be given to the Board by any owner desiring to utilize any audio and/or video equipment to record a meeting.

III. ALL NOTICES OF MEMBERSHIP, DIRECTORS AND COMMITTEE MEETINGS AT WHICH OWNERS ARE ENTITLED TO PARTICIPATE WILL BE POSTED IN A CONSPICUOUS PLACE IN THE MAILROOM.