

PINE CONE HARBOUR, A CONDOMINIUM

RULES AND REGULATIONS

Date Adopted: October 1, 2009

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

SECTION ONE: GENERAL RULES AND REGULATIONS

1. Access:

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

2. Animals.

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

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

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

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

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

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

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

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

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

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

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

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

5. Balconies and Patios.

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

personal articles shall be kept on balconies or patios.

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

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

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

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

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

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

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

8. Decorations:

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

9. Garbage, Rubbish and Trash.

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

11. Grills.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13. Maintenance and Repair.

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

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

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

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

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

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

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

17. Parking:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. Solicitation. Commercial solicitation is prohibited.

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

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

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

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

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

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

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

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

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

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

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

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

SECTION TWO: CLUBHOUSE RENTAL RULES AND REGULATIONS

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

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

SECTION THREE: MARINA RULES AND REGULATIONS

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

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

3. Boat Slips and Piers.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION FOUR: SWIMMING POOL AND POOL AREA RULES

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

2. Admittance is limited to residents and their guests.

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

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

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

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

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

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

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

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

11. Safety Considerations:

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

b. Diving into the Swimming Pool is prohibited.

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

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

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

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

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

h. NO smoking in the pool.

i. Pets are not permitted in the pool area.

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

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

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

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

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

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

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

SECTION FIVE: ASSESSMENT COLLECTIONS PROCEDURES

1. General Procedures.

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

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

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

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

2. Remedies for Nonpayment of Assessment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION SIX: COVENANT ENFORCEMENT PROCEDURES

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

1. Covenant Violations.

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

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

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

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

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

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

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

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

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

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

2. Failure to Pay Assessments.

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

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

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

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

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

AMENDED AND RESTATED BYLAWS
OF
PINE CONE HARBOUR CONDOMINIUM ASSOCIATION, INC.

Parcel ID Numbers: See Schedule A Attached
Prepared By and Return To: Sarah R. Palamara, Esquire
15064 Carrollton Boulevard, Suite H
Carrollton, VA 23314

TABLE OF CONTENTS

Recitals.....	5
ARTICLE I: General Provisions.....	6
Section 1.1. Applicability	6
Section 1.2. Office	6
Section 1.3. Definitions	6
ARTICLE II: Unit Owners Association	6
Section 2.1. Composition.....	6
Section 2.2. Annual Meeting	6
Section 2.3. Place of Meetings.....	6
Section 2.4. Special Meetings.....	7
Section 2.5. Notice of Meeting	7
Section 2.6. Quorum and Adjournment of Meetings.....	7
Section 2.7. Order of Business.....	7
Section 2.8. Voting	7
Section 2.9. Proxies	8
ARTICLE III: Board of Directors	8
Section 3.1. Powers and Duties	8
Section 3.2. Managing Agent	11
Section 3.3. Number and Term of Office	11
Section 3.4. Election of Directors	11
Section 3.5. Removal and Resignation of Directors.....	12
Section 3.6. Vacancies	12
Section 3.7. Organization Meeting	12
Section 3.8. Regular Meetings.....	13
Section 3.9. Special Meetings.....	13
Section 3.10. Waiver of Notice.....	13
Section 3.11. Quorum of Board of Directors.....	13
Section 3.12. Compensation	13
Section 3.13. Conduct of Meetings.....	13
Section 3.14. Board of Directors as Attorney in Fact.....	13
Section 3.15. Liability of the Board of Directors, Officers, Unit Owners and Unit Owners Association.....	14
Section 3.16. Common or Interested Directors.....	15
Section 3.17. Committees	15
ARTICLE IV: Officers	15
Section 4.1. Designation.....	15
Section 4.2. Election of Officers.....	15
Section 4.3. Removal of Officers.....	15
Section 4.4. President.....	15
Section 4.5. Vice President.....	15
Section 4.6. Secretary	16
Section 4.7. Treasurer	16
Section 4.8. Execution of Documents.....	16

Section 4.9. Compensation of Officers	16
ARTICLE V: Operation of the Property.....	16
Section 5.1. Determination of Common Expenses and Assessments Against Unit Owners...	16
Section 5.2. Payment of Common Expenses	17
Section 5.3. Collection of Assessments	18
Section 5.4. Statement of Common Expenses	18
Section 5.5. Maintenance, Repair, Replacement	18
Section 5.6. Additions, Alterations or Improvements by the Board of Directors.....	19
Section 5.7. Additions, Alterations or Improvements by the Unit Owners	19
Section 5.8. Right of Access.....	20
Section 5.9. Utility Charge	20
Section 5.10. Parking Spaces	20
Section 5.11. Storage; Disclaimer of Bailee Liability	20
ARTICLE VI: Insurance.....	21
Section 6.1. Authority to Purchase; Notice.....	21
Section 6.2. Coverage	21
Section 6.3. Association as Agent	22
Section 6.4. Unit Owner's Responsibility	22
ARTICLE VII: Repair and Reconstruction After Fire or Other Casualty.....	23
Section 7.1. The Role of the Board of Directors	23
Section 7.2. Estimate of Damage or Destruction.....	23
Section 7.3. Repair and Reconstruction.....	23
Section 7.4. Funds for Repair and Reconstruction	23
Section 7.5. Disbursement of Funds for Repair and Reconstruction.....	23
Section 7.6. Decision Not to Rebuild	24
Section 7.7. Repairs	24
Section 7.8. Notice of Damage or Destruction to Eligible Mortgage Holders	24
ARTICLE VIII: Mortgages.....	24
Section 8.1. Notice to Board of Directors.....	24
Section 8.2. Notice of Default, Casualty or Condemnation.....	24
Section 8.3. Notice of Proposed Action Requiring Mortgagee Approval	24
Section 8.4. Notice of Change in Managing Agent	25
Section 8.5. Mortgagees' Approvals.....	25
Section 8.6. Other Rights of Mortgagees.....	25
ARTICLE IX: Compliance and Default	25
Section 9.1. Relief.....	25
Section 9.2. Lien for Assessments	27
Section 9.3. Subordination and Mortgagee Protection	27
ARTICLE X: Amendments to Bylaws	28
Section 10.1. Amendment.....	28
Section 10.2. Effective on Recording	28
Section 10.3. Approval of Mortgagees	28
ARTICLE XI: Miscellaneous	28
Section 11.1. Notices	28
Section 11.2. Captions	28

Section 11.3. Gender.....	28
Section 11.4. Construction.....	28
SCHEDULE A: Parcel ID Numbers.....	30

PINE CONE HARBOUR CONDOMINIUM ASSOCIATION, INC.

AMENDED AND RESTATED BYLAWS

THESE AMENDED AND RESTATED BYLAWS OF PINE CONE HARBOUR CONDOMINIUM ASSOCIATION, INC. ("Bylaws") are adopted this 27th day of August, 2009, by the Owners of residential Units in the development known as "Pine Cone Harbour, A Condominium" located in the City of Hampton, Virginia.

RECITALS:

A. By instrument entitled "Declaration Submitting Real Property To The Condominium Act And Creating And Establishing A Condominium Known As Pine Cone Harbour, A Condominium" ("Original Declaration") and Bylaws of Pine Cone Harbour Condominium Association, Inc. ("Original Bylaws"), both dated March 21, 1985, and recorded September 15, 1986, on or about that date in the Clerk's Office of the Circuit Court of the City of Hampton, Virginia ("Clerk's Office"), in Deed Book 791, Page 469, Pine Cone Harbour Associates, Inc., a Virginia corporation ("Declarant"), subjected certain real property more particularly described therein to certain covenants, easements, liens, charges and restrictions set forth therein, and the same were both amended from time to time to add Phases to the Condominium.

B. The Original Bylaws may be amended in accordance with Article VIII of the Original Bylaws, which allows amendment of the Bylaws in accordance with the Original Declaration, which in turn allows amendment only by agreement of Unit Owners to which two-thirds of the votes in the Association appertain, provided, however, the Original Bylaws may only be amended by the Unit Owners in a duly constituted meeting called for such purpose.

C. More than two-thirds of the votes in the Association agree it is in the best interests of the Association to amend the Original Bylaws and to restate the Original Bylaws in its entirety as set forth herein.

NOW THEREFORE, the Owners hereby agree the Original Bylaws are amended and restated to delete Articles I through XI and the following Articles I through XI are hereby substituted therefor.

AMENDED AND RESTATED BYLAWS
OF
PINE CONE HARBOUR CONDOMINIUM ASSOCIATION, INC.

ARTICLE I
General Provisions

Section 1.1. Applicability. These Amended and Restated Bylaws ("Bylaws") provide for the governance of the condominium pursuant to the requirements of Article 3 of the Condominium Act. The property, located in the City of Hampton, Virginia and more particularly described in the Original Declaration and the Amended and Restated Declaration ("Declaration"), has been submitted to the provisions of the Condominium Act by recordation of the Declaration among the land records of the City of Hampton, Virginia.

Section 1.2. Office. The office of the Condominium, the Unit Owners Association, and the Board of Directors shall be located at the Property or at such other place as may be designated from time to time by the Board of Directors.

Section 1.3. Definitions. Capitalized or other terms used herein without definition shall have the meanings specified for such terms in the Declaration, or if not defined therein, the meanings specified for such terms in the Condominium Act.

ARTICLE II
Unit Owners Association

Section 2.1. Composition. The Unit Owners Association shall consist of all of the Unit Owners, and for all purposes, shall act as agent for the Unit Owners as a group. The Unit Owners Association shall have the responsibility of administering the Condominium, establishing the means and methods of collecting assessments and charges, arranging for the management of the Condominium, and performing all of the other acts that may be required or permitted by the Condominium Act and the Declaration. Except as to those matters which the Condominium Act specifically requires to be performed by vote of the Association, the foregoing responsibilities shall be performed by the Board of Directors or Managing Agent as more particularly set forth in Article III of these Bylaws.

Section 2.2. Annual Meeting. The annual meetings of the Association shall be held during the month of June of each year. The purpose of the annual meetings is for the election of the Board in accordance with Article III of these Bylaws and the transaction of such other business of the Association as may properly come before the meeting.

Section 2.3. Place of Meetings. Meetings of the Unit Owners Association shall be held at such suitable place convenient to the Unit Owners as designated by the Board of Directors.

Section 2.4. Special Meetings. The President shall call a special meeting of the Unit Owners Association if so directed by resolution of the Board of Directors or upon a petition signed and presented to the Secretary by Unit Owners of not less than a majority of the votes in the Association. The notice of any special meeting shall state the time, place and purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 2.5. Notice of Meetings. The Secretary shall mail to each Unit Owner a notice of each annual or regularly scheduled meeting of the Association at least twenty-one (21) days, and of each special meeting of the Association at least seven (7) days, prior to such meeting, stating the time, place and purpose thereof. The mailing of a notice of meeting in the manner provided in this Section and Article XI, Section 11.1, of the Bylaws shall be considered service of notice. Meeting notices may be sent by electronic transmission upon the written request of a Unit Owner to the Association at least once each calendar year authorizing such transmission.

Section 2.6. Quorum and Adjournment of Meetings. The presence in person or by proxy of fifty percent (50%) or more of the votes in the Association shall constitute a quorum at all meetings of the Unit Owners Association. If at any meeting of the Unit Owners Association a quorum is not present, Unit Owners owning Units to which appertain a majority of the votes which are represented at such meeting in person or by proxy may adjourn such meeting to a time not less than forty-eight (48) hours after the time the original meeting was called. Notice of an adjournment of any meeting of the Association shall be posted at a community communications board or other conspicuous location and shall state the time and place for the meeting to be reconvened.

Section 2.7. Order of Business. The order of business at all meetings of the Unit Owners Association may be as follows: (a) roll call (proof of quorum); (b) proof of notice of meeting; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) report of Board of Directors; (f) reports of committees; (g) election or appointment of inspectors of election (when so required); (h) election of members of the Board of Directors (when so required); (i) unfinished business; and (j) new business.

Section 2.8. Voting.

(a) Voting at all meetings of the Unit Owners Association shall be on a percentage basis and the percentage of the vote to which each Unit Owner is entitled shall be the Common Element Interest assigned to such Unit Owner's Unit by the Declaration, which is one vote per Unit.

(b) Where the ownership of a Unit is in more than one person (an entity can be a "person"), the person who shall be entitled to cast the vote of such Unit shall be the person named in a certificate executed by all of the Owners of such Unit and filed with the Secretary or, in the absence of such named person from the meeting, the person who shall be entitled to cast the vote of such Unit shall be the person owning such Unit who is present. If more than one person owning such Unit is present, then such vote shall be cast only in accordance with their unanimous agreement, pursuant to Section 55-79.77(c) of the Condominium Act. Such

certificate shall be valid until revoked by a subsequent certificate similarly executed. Subject to the requirements of Section 55-79.71 of the Condominium Act, wherever the approval or disapproval of a Unit Owner is required by the Condominium Act or the Condominium Instruments, such approval or disapproval shall be made only by the person who would be entitled to cast the vote of such Unit at any meeting of the Unit Owners Association.

(c) Except where a greater number is required by the Condominium Act or the Condominium Instruments, a Majority Vote of all Units is required to adopt decisions at any meeting of the Unit Owners Association.

(d) No Unit Owner may vote at any meeting of the Unit Owners Association, be elected to or serve on the Board of Directors if payment of any installment of the assessment for Common Expenses on the Unit is delinquent more than thirty (30) days and the amount necessary to bring his account current has not been paid at the time of such meeting or election. There shall be no cumulative voting.

Section 2.9. Proxies. A vote may be cast in person or by Proxy. Such Proxy may be instructed or non-instructed and may be granted by any Unit Owner only in favor of another Unit Owner, his Mortgagee, or an Officer of the Association. Proxies shall be duly executed in writing, shall be witnessed by a person who shall sign his full name and address, shall be valid only for the particular meeting designated therein, or any continuation thereof, and must be filed with the Secretary or the Association's Managing Agent before the appointed time of the meeting. Such Proxy shall be deemed revoked only upon actual receipt by the person presiding over the meeting of notice of revocation from any of the persons owning such Unit. Except with respect to proxies in favor of a Mortgagee, no Proxy shall in any event be valid for a period in excess of one hundred and eighty days after the execution thereof. Any Proxy shall be void if not dated. The Proxy of any person shall be void if not signed by a person having authority, at the time of execution thereof, to execute deeds.

ARTICLE III Board of Directors

Section 3.1. Powers and Duties. The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Unit Owners Association and may do all such acts and things as are not by the Condominium Act or the Condominium Instruments required to be exercised and to be done by the Association. The Board of Directors shall have the power from time to time to adopt any Rules and Regulations deemed necessary for the benefit and enjoyment of the Condominium; provided, however, that such Rules and Regulations shall not conflict with the Declaration, Condominium Act or the Condominium Instruments. The Board of Directors shall delegate to one of its members or to a person employed for such purpose the authority to act on behalf of the Board on such matters relating to the duties of the Managing Agent (as defined in Article III, Section 3.2 hereof), if any, which may arise between meetings of the Board as the Board deems appropriate.

In addition to the duties imposed by these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board shall on behalf of the Association:

- (a) Prepare an annual budget, in which there shall be expressed the assessments of each Unit Owner for the Common Expenses.
- (b) Adopt an annual budget as prepared in Section 3.1(a) above.
- (c) Make assessments against Unit Owners to defray the costs and expenses of the Condominium ("Common Expenses"), establish the means and methods of collecting such assessments from the Unit Owners and establish the period of the installment payment of the annual assessment for Common Expenses.
- (d) If the Board of Directors determines that the assessments levied in accordance with Section 3.1(c) above are insufficient to cover the Common Expenses of the Condominium, the Board shall have the authority to levy an additional assessment against all of the Units in proportion to their respective undivided interests in the Common Elements, as set forth in Exhibit B to the Declaration, in accordance with Section 55-79.83.E of the Condominium Act. The Board shall give written notice of any additional assessment to the Unit Owners stating the amount, reasons therefor, and the due date for payment of such assessment. If the additional assessment is to be paid in a lump sum, payment shall be due and payable no earlier than 90 days after mailing of the notice.
- (e) Provide for the operation, care, upkeep and maintenance of all of the Property and services of the Condominium.
- (f) Designate, hire and dismiss the personnel necessary for the maintenance, operation, repair and replacement of the Common Elements and provide services for the Property and, where appropriate, provide for the compensation of such personnel and for the purchase of equipment, supplies and material to be used by such personnel in the performance of their duties, which supplies and equipment shall be deemed part of the Property.
- (g) Collect the assessments against the Unit Owners, deposit the proceeds thereof in bank depositories designated by the Board of Directors and use the proceeds to carry out the administration of the Property.
- (h) Make and amend the Rules and Regulations.
- (i) Open bank accounts on behalf of the Unit Owners Association and designate the signatories thereon.
- (j) Make, or contract for the making of, repairs, additions and improvements to or alterations of the Property and repairs to and restoration of the Property in accordance with these Bylaws after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings.

(k) Enforce by legal means the provisions of the Declaration, these Bylaws and the Rules and Regulations and act on behalf of the Unit Owners with respect to all matters arising out of any eminent domain proceeding.

(l) Obtain and carry insurance against casualties and liabilities, as provided in Article VI of these Bylaws, pay the premiums therefor and adjust and settle any claims thereunder.

(m) Pay the cost of all authorized services rendered to the Unit Owners Association and not billed to Unit Owners of individual Units or otherwise provided for in Article V, Sections 5.1 and 5.2 of these Bylaws.

(n) Keep books with detailed accounts in chronological order of the receipts and expenditures affecting the Property, and the administration of the Condominium, specifying the expenses of maintenance and repair of the Common Elements and any other expenses incurred. All books and records shall be kept in accordance with generally accepted accounting principles, and the same shall be audited at the discretion of the Board of Directors, but at least every three years, by an independent auditor retained by the Board of Directors who shall not be a resident of the Condominium or a Unit Owner, and shall be available for examination and copying by Unit Owners in good standing, their attorneys, accountants, Mortgagees and authorized agents in accordance with Section 55-79.74:1, so long as the request is for a proper purpose related to the Unit Owner's membership in the Association, and not for pecuniary gain or commercial solicitation. This right of examination shall exist without reference to the duration of membership and may be exercised (i) only during reasonable business hours or at a mutually convenient time and location and (ii) upon five (5) days' written notice reasonably identifying the purpose for the request and the specific books and records of the Association requested.

(o) Keep all books and records in accordance with generally accepted accounting principles and the same shall be audited at least once each year by an independent auditor retained by the Board of Directors who shall not be a resident of the Condominium nor a Unit Owner. The cost of such audit shall be a Common Expense.

(p) Notify a Mortgagee of any default hereunder by the Unit Owner of the Unit subject to such Mortgage, if such default continues for a period exceeding sixty (60) days.

(q) Borrow money on behalf of the Unit Owner's Association required in connection with any one instance relating to the operation, care, upkeep and maintenance of the Common Elements. If any sum borrowed by the Board of Directors on behalf of the Condominium pursuant to the authority contained in this subsection (q) is not repaid by the Unit Owners Association, a Unit Owner who pays to the creditor a percentage of the total amount due equal to his Common Element Interest, shall be entitled to obtain from the creditor a release of any judgment or other lien which such creditor shall have filed or shall have the right to file against such Unit Owner's Condominium Unit, and the Association shall not be entitled to assess his Unit for payment of the remaining amount due such creditor.

(r) Acquire, hold and dispose of Condominium Units and mortgage the same without limitations as to amount if such expenditures and hypothecations are included in the budget adopted by the Board of Directors.

(s) In its sole discretion, from time to time to designate certain Common Elements as Reserved Common Elements and impose such restrictions and conditions on the use thereof as the Board of Directors deems appropriate. However, the Board of Directors shall make no such designation of Reserved Common Elements as would interfere with the Unit Owners' use of Common Elements for ingress and egress or any other function of a Common Element which is necessary to the proper functioning and maintenance of the Condominium and the Units.

(t) Furnish the statement required by Section 55-79.97 of the Condominium Act in accordance with that Section's provisions.

(u) Do such other things and acts that are consistent with the Condominium Act or the Condominium Instruments which the Board of Directors may be authorized to do by a resolution of the Unit Owners Association.

Section 3.2. Managing Agent. The Board of Directors shall employ for the Condominium a "Managing Agent" at a compensation established by the Board to perform such duties and services as the Board shall authorize, provided, however, such Managing Agent shall be a bona fide business enterprise which is licensed as required by the provisions of Title 54.1 of the Code of Virginia 1950 (as amended), provided, further, any contract with the Managing Agent shall be for an initial term not to exceed two (2) years and shall provide that it may be terminated, with or without cause and without payment of a termination fee, upon not more than sixty (60) days written notice.

Section 3.3. Number and Term of Office.

(a) Number. The Board of Directors shall consist of five (5) persons, all of whom shall be Unit Owners.

(b) Term of Office. Each Member of the Board of Directors shall serve a two year (2) year term each. Each Director will hold office until such Director's successor is elected by the Owners and qualified to take office.

Section 3.4. Election of Directors.

(a) Nominations. Persons qualified to be Directors may be nominated for election by a petition submitted to the Secretary of the Association or the Association's Managing Agent at least thirty-five (35) days before the meeting at which the election is to be held. Additional nominations may be made from the floor at the meeting at which the election is held for each vacancy on the Board of Directors. The nominee must either be present and

consent to the nomination or have indicated in writing his or her willingness to serve.

(b) Qualifications. No person shall be eligible for election as a member of the Board of Directors unless such person is (alone or together with one or more other persons) a Unit Owner. No person shall be elected as a Director or continue to serve as a Director if such person is, at such time, more than thirty (30) days delinquent in meeting his financial obligations to the Unit Owners Association. Board Members must reside in an Association Unit during the Board Member's term.

(c) Directors Elected in Rotating Years. Three (3) Directors shall be elected in each odd numbered year, and two (2) Directors shall be elected in each even-numbered year, to preserve continuity and experience on the Board of Directors.

Section 3.5. Removal or Resignation of Directors.

(a) Removal. Any one or more of the Directors may be removed with or without cause only by a vote of a majority of votes in the Association and only at a special meeting of the Owners called for such purpose at which a quorum of Owners is present in person or by Proxy. Any Director so removed may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Unit Owners shall be given at least seven (7) days notice of the time, place and purpose of the meeting and shall be given an opportunity to be heard at the meeting.

(b) Resignation. A Director may resign at any time. A Director shall be deemed to have resigned:

- (i) Upon disposition of the Director's Unit;
- (ii) If the Director fails to attend three (3) consecutive regular meetings of the Board, unless the minutes reflect consent to such absence by a majority of Directors present at such meeting; or
- (iii) If such Director is, at any time, more than thirty (30) days delinquent in meeting his financial obligations to the Association.

Section 3.6. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Unit Owners Association shall be filled by a vote of the majority of the remaining Directors at a special meeting of the Board held for such purpose promptly after the occurrence of any such vacancy, even though the Directors present at such meeting may constitute less than a quorum. Each person so elected shall be a Director until the expiration of the term of the Director so vacated.

Section 3.7. Organization Meeting. The first meeting of the Board of Directors following the annual meeting of the Unit Owners Association shall be held within thirty (30) days thereafter at such time and place as shall be fixed by the Association at the meeting at

which such Board of Directors shall have been elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting; provided that a majority of the entire Board of Directors is present at the meeting.

Section 3.8. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors but shall be held at least once each year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, email or telephone, at least three (3) business days prior to the day named for such meeting.

Section 3.9. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) business days notice to each Director, given personally or by mail, email or telephone, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least three Directors.

Section 3.10. Waiver of Notice. Any Director may at any time, in writing, waive notice of any meeting of the Board of Directors, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director in person or by telephone communication at any meeting of the Board of Directors shall constitute a waiver of notice by him of the time, place and purpose of such meeting.

Section 3.11. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice. A Director who participates in a meeting by means of telephone communication shall be deemed present at the meeting for all purposes.

Section 3.12. Compensation. No Director shall receive any compensation from the Condominium for acting as such, nor shall engage in, conduct or contract with the Association for any business or services, for which such Director shall receive compensation or services.

Section 3.13. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors and the Secretary shall keep, or cause to be kept, a minute book of all resolutions adopted by the Board and of all transactions and proceedings occurring at such meetings.

Section 3.14. Board of Directors as Attorney-in-Fact. The Board of Directors is hereby irrevocably appointed as agent and attorney-in-fact for the Unit Owners of all of the Units and for each of them, to manage, control and deal with the interests of such Unit Owners in the Common Elements of the Condominium to permit the Board of Directors to fulfill all of its

powers, rights, functions and duties. The Board of Directors is hereby irrevocably appointed as agent and attorney-in-fact for each Unit Owner, each Mortgagee, other named insureds and their beneficiaries and any other holder of a lien or other interest in the Condominium or the Property to: (i) adjust and settle all claims arising under insurance policies purchased by the Board of Directors; (ii) execute and deliver releases upon the payment of claims and (iii) act on their behalf in any condemnation proceeding or action of eminent domain pursuant to Section 55-79.44 of the Condominium Act; provided, however, that the consent of a Mortgagee shall be required if such Mortgagee notifies the Board of Directors pursuant to Article XI, Section 11.1 of the Bylaws within thirty (30) days after receipt of notice of the damage pursuant to Article VI, Section 6.2(c) of the Bylaws or notice of the taking in condemnation or by eminent domain pursuant to Article VIII, Section 8.2, of the Bylaws. The powers hereby granted shall be in addition to any rights granted by Section 55-79.80(b) of the Condominium Act. The Board of Directors may grant and accept easements and licenses pursuant to Section 55-79.80(b) of the Condominium Act.

Section 3.15. Liability of the Board of Directors, Officers, Unit Owners and Unit Owners Association.

(a) The provisions of the Nonstock Corporation Act and common law principles related to liability of Boards of Directors and Members of the Board of Directors, generally and as specifically related to community association Boards of Directors, shall apply at all times to govern the affairs of the Association's Board and Committees created and appointed by the Board. The Association shall indemnify the Association's Board of Directors and each Board Member

(b) The Unit Owners Association shall indemnify and hold harmless each of the members of any Committee from and against all liability to others arising out of the due exercise of their responsibilities unless their action shall have been taken in bad faith or contrary to the provisions of the Condominium Act or the Condominium Instruments. The Unit Owners Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding by reason of the fact that he is or was an Officer or Director of the Association or a member of any Committee against expenses (including attorney's fees), judgments, fines and amounts paid in settlement incurred by him in connection with such action, suit or proceeding 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 Condominium.

(c) Except as may be covered by any insurance maintained by the Association, the Association shall not be liable for any failure of water supply or other services to be obtained by the Association or paid for as a Common Expense, or for injury or damage to person or property caused by the elements or by the Unit Owner of any Condominium Unit, or any other person, or resulting from electricity, water, snow or ice which may leak or flow from or over any portion of the Common Elements or from any pipe, drain, conduit, appliance or equipment. Except as may be covered by any insurance maintained by the Association, the Association shall not be liable to any Unit Owner for loss or damage, by theft or otherwise, of articles which may be stored upon any of the Common Elements. No diminution or abatement

of any assessments, as herein elsewhere provided, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Elements or from any action taken by the Unit Owners Association to comply with any law, ordinance or with the order of directive of any governmental authority.

Section 3.16. Common or Interested Directors. The provisions of the Nonstock Corporation Act and common law principles related to conflicts of interests of Board Members shall apply at all times to govern the affairs of the Association's Board Members.

Section 3.17. Committees. The Board of Directors may establish such Committees as it deems necessary to the efficient management and operation of the Condominium. Such Committees shall have only the powers and duties set forth in the Resolution adopted by the Board that creates the Committee.

ARTICLE IV Officers

Section 4.1. Designation. The principal Officers of the Unit Owners Association shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Directors and all of whom shall be Directors and Unit Owners. The Board of Directors may appoint an assistant treasurer, an assistant secretary as may be necessary. The President and Vice President shall be residents of the Condominium. All Officers must reside in an Association Unit during the Officer's term.

Section 4.2. Election of Officers. The Officers of the Unit Owners Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board and shall hold office at the pleasure of the Board.

Section 4.3. Removal of Officers. Upon the affirmative vote of a majority of all members of the Board of Directors any Officer may be removed, either with or without cause, and a successor may be elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

Section 4.4. President. The President shall be the chief executive officer of the Unit Owners Association, preside at all meetings of the Association and of the Board of Directors, have general and active management of the business of the Association subject to the control of the Board, see that all orders and resolutions of the Board are carried into effect, and appoint committees from among the Unit Owners from time to time as the President may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 4.5. Vice President. The Vice President shall take the place of the President and perform the duties of the President whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other Director to act in the place of the President on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed by the Board of

Directors or by the President.

Section 4.6. Secretary. The Secretary shall keep the minutes of all meetings of the Unit Owners Association and of the Board of Directors, have charge of such books and papers as the Board may direct, give or cause to be given all notices required to be given by the Association, maintain a register setting forth the place to which all notices to Unit Owners and Mortgagees hereunder shall be delivered, and, in general, perform all the duties incident to the office of secretary.

Section 4.7. Treasurer. The Treasurer shall (together with the Managing Agent) be responsible for Unit Owners Association funds and securities, keep full and accurate financial records and books of account showing all receipts and disbursements, prepare all required financial data, deposit all monies and other valuable effects in the name of the Board of Directors, the Association or the Managing Agent, in such depositories as may from time to time be designated by the Board, and, in general, perform all the duties incident to the office of treasurer.

Section 4.8. Execution of Documents. All agreements, contracts, deeds, leases, checks and other instruments of the Unit Owners Association for expenditures or obligations shall be executed as directed by resolution and/or direction of the Board of Directors and/or in accordance with a written contract or agreement with the Managing Agent.

Section 4.9. Compensation of Officers. No Officer shall receive compensation from the Unit Owners Association for acting as such Officer.

ARTICLE V Operation of the Property

Section 5.1. Determination of Common Expenses and Assessments against Unit Owners.

(a) Fiscal Year. The fiscal year of the Unit Owners Association shall be January 1 through December 31 unless otherwise determined by the Board of Directors.

(b) Preparation and Approval of Budget.

(1) At least forty-five (45) days before the beginning of each fiscal year, the Board of Directors shall adopt a budget for the Unit Owners Association containing an estimate of the total amount considered necessary to pay the cost of maintenance, management, operation, repair and replacement of the Common Elements and the cost of the wages, materials, insurance premiums, services, supplies and other expenses that may be declared to be Common Expenses by the Condominium Act, the Condominium Instruments or a resolution of the Association and which will be required during the ensuing fiscal year for the administration, operation, maintenance and repair of the Property and the rendering to the Unit Owners of all related services. The budget shall reflect the separate assessment of Limited Common Expenses.

(2) Such budget shall also include such reasonable amounts as the Board of Directors considers necessary to provide working capital, a general operating reserve and reserves for contingencies and replacements.

(3) At least thirty (30) days before the beginning of each fiscal year, the Board of Directors shall send to each Unit Owner a copy of the budget in a reasonably itemized form which sets forth the amount of the Common Expenses payable by each Unit Owner. Such budget shall constitute the basis for determining each Unit Owner's assessment for the Common Expenses of the Condominium.

(c) Assessment and Payment of Common Expenses. Subject to the provisions of Article IX, Section 9.1(a) of these Bylaws, the total amount of estimated funds required from assessments for operation of the Property set forth in the budget adopted by the Board of Directors shall be assessed against each Unit Owner in proportion to his respective Common Element Interest, except for Limited Common Expenses which shall be assessed against each Unit Owner benefited by the Limited Common Expense, and shall be a lien against each Unit Owner's Unit as provided in Article IX, Section 9.2 of these Bylaws.

On or before the first day of each fiscal year, and the first day of each of the succeeding eleven months in such fiscal year, each Unit Owner shall be obligated to pay to the Board of Directors or the Managing Agent (as determined by the Board), one-twelfth of such assessment.

(d) Reserves. The Board of Directors shall build up and maintain reasonable reserves for working capital, operations, contingencies and replacements in accordance with Section 55-79.83:1 of the Condominium Act. If the reserves are inadequate for any reason, including non-payment of any Unit Owner's assessment, the Board of Directors may at any time levy a further assessment to replenish reserves, which shall be assessed against the Unit Owners according to their respective Common Element Interests, and which may be payable in a lump sum or in installments as the Board may determine.

(e) Special Assessments. The Board of Directors shall have the authority to levy an additional assessment in accordance with Section 55-79.83.E of the Condominium Act

(f) Effect of Failure to Prepare or Adopt Budget. The failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit Owner's obligation to pay his allocable share of the Common Expenses as herein provided whenever same shall be determined and, in the absence of any annual budget or adjusted budget, each Unit Owner shall only be obligated to continue to pay each monthly installment at the monthly rate established for the previous fiscal year until notified of the monthly payment which is due more than ten (10) days after such new annual or adjusted budget is adopted.

Section 5.2. Payment of Common Expenses. Each Unit Owner shall pay the Common Expenses, including Limited Common Expenses, assessed by the Board of Directors pursuant to

the provisions of Article V, Section 5.1, of these Bylaws. No Unit Owner may be exempt from liability for the assessment for Common Expenses by reason of waiver of the use or enjoyment of any of the Common Elements or by abandonment of the Unit.

No Unit Owner shall be liable for the payment of any part of the Common Expenses assessed against the Unit subsequent to the date of the recordation of a conveyance by such Unit Owner in fee of such Unit. Prior to or at the time of any such conveyance, all liens, unpaid charges and assessments shall be paid in full and discharged.

The purchaser of a Unit shall be jointly and severally liable with the selling Unit Owner for all unpaid assessments against the latter for his proportionate share of the Common Expenses up to the time of such recordation, without prejudice to the purchaser's right to recover from the selling Unit Owner amounts paid by the purchaser therefore; provided, however, that any such purchaser shall be entitled to a statement setting forth the amount of the unpaid assessments against the selling Unit Owner within five (5) business days following a written request therefor to the Board of Directors or Managing Agent and such purchaser shall not be liable for, nor shall the Unit conveyed be subject to, a lien for, any unpaid assessments in excess of the amount therein set forth.

Each Mortgagee who comes into possession of a Condominium Unit by virtue of foreclosure or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the Condominium Unit free of any claims for unpaid assessments or charges against such Unit which accrue prior to the time such Mortgage comes into possession thereof, except for claims for a pro rata share of such assessments or charges to all Condominium Units including the mortgaged Condominium Unit.

Section 5.3. Collection of Assessments. The Board of Directors, or the Managing Agent at the request of the Board, shall take prompt action to collect any assessments due from any Unit Owner which remains unpaid for more than thirty (30) days from the due date for payment thereof. Any assessment, or installment thereof, not paid within ten (10) days after due shall accrue a late charge in the amount of ten dollars (\$10.00), or such other amount as may be established from time to time by the Board of Directors.

Section 5.4. Statement of Common Expenses. The Board of Directors shall promptly provide any Unit Owner, contract-purchaser or Mortgagee so requesting the same in writing with a written statement of all unpaid assessments for Common Expenses due from such Unit Owner. The Board of Directors may impose a reasonable charge for the preparation of such statement to cover the cost of preparation.

Section 5.5. Maintenance, Repair, Replacement.

(a) By the Unit Owners Association. The Unit Owners Association shall be responsible for the addition, alteration, improvement, maintenance, repair and replacement (unless in the opinion of not less than eighty percent (80%) of the Board of Directors, such expense was necessitated by the negligence, misuse or neglect of a Unit Owner) of all of the

Common Elements, exclusive of the Limited Common Elements, as defined herein or in the Declaration, whether located inside or outside of the Units, the cost of which shall be charged to all Unit Owners as a Common Expense.

Each Unit Owner shall perform normal maintenance and repair of the Limited Common Elements appurtenant to his Unit and any Limited Common Element Boat Slip assigned to the Unit Owner or the Unit.

(b) By the Unit Owner.

(1) Each Unit Owner shall keep the Unit and Limited Common Elements in good order and in a clean and sanitary condition, and shall do all redecorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of the Unit. In addition, each Unit Owner shall be responsible for all damage to any other Units or to the Common Elements resulting from such Unit Owner's failure or neglect to make any of the repairs required by this Section. Each Unit Owner shall perform this responsibility in such manner as not to disturb unreasonably or interfere with other Unit Owners. Each Unit Owner shall promptly report to the Board of Directors or the Managing Agent any defect or need for repairs for which the Unit Owners Association is responsible. In any event, and without regard to whether or not there was any failure or neglect by the Unit Owner, each Unit Owner shall be responsible for all water damage to his Unit and all other Units and to the Common Elements resulting from the failure of any water heater, plumbing fixtures, refrigerator ice maker lines or the failure of any other appliance or fixture located in his Unit, including overflows from any such appliance or fixture, or a blockage in any air-conditioning condensate drain line.

(2) Maintenance, repair, renovation, restoration and replacement of a Unit's Limited Common Elements shall be at the sole expense of the Association, with the exception of all interior portions of the balcony, including the railings.

(c) Manner of Repair and Replacement. All repairs and replacements shall be substantially similar to the original construction and installation and shall be of first-class quality, but may be done with contemporary building materials and equipment. The method of approving payment vouchers for all repairs and replacements shall be determined by the Board of Directors.

Section 5.6. Additions, Alterations or Improvements by the Board of Directors. Whenever, in the judgment of the Board of Directors, the Common Elements shall require additions, alterations or improvements, the making of such additions, alterations or improvements shall be approved by the Board of Directors. The Board of Directors shall proceed with such additions, alteration or improvements and shall assess all Unit Owners benefited for the cost thereof as a Common Expense (or Limited Common Expense).

Section 5.7. Additions, Alterations or Improvements by the Unit Owners. No Unit Owner shall make any structural addition, alteration or improvement in or to the Unit or boat slip

without the prior written consent of the Board of Directors. No Unit Owner shall paint or alter the exterior of the Unit, including the doors and windows, nor shall any Unit Owner paint or alter the exterior of any Building, or any boat slip, without the prior written consent of the Board of Directors.

If any application to any governmental authority for a permit to make any such structural addition, alteration or improvement in or to any Unit or boat slip requires execution by the Unit Owners Association, and provided prior written consent to the addition, alteration or improvement has been given by the Board of Directors, then the application shall be executed on behalf of the Association by an authorized Officer only, without, however, incurring any liability on the part of the Board of Directors, the Association or any of them to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having claim for injury to person or damage to property arising therefrom.

Section 5.8. Right of Access. By acceptance of the deed of conveyance, each Unit Owner thereby grants a right of access to the Unit, pursuant to Section 55-79.79(a) of the Condominium Act and Article IV, Section 4.2(a) of the Declaration, to the Board of Directors or the Managing Agent, or any other person authorized by the Board of Directors or the Managing Agent, or any group of the foregoing, for the purpose of enabling the exercise and discharge of their respective powers and responsibilities including without limitation making inspections, correcting any condition originating in the Unit or in a Common Element to which access is obtained through the Unit and threatening another Unit or the Common Elements, performing installations, alterations or repairs to the mechanical or utility systems or the Common Elements in the Unit or elsewhere in the Property, or to correct any condition which violates any Mortgage; provided, however, that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency, such right to entry shall be immediate, whether or not the Unit Owner is present.

Section 5.9. Utility Charge. The cost of utilities serving the Condominium and not individually metered to a Unit shall be a Common Expense allocated pursuant to Section 5.1 of these Bylaws. The cost of utilities which are separately metered to a Unit or to an individual boat slip shall be paid by the Unit Owner of the Unit and/or boat slip.

Section 5.10. Parking Spaces. Each of the parking spaces shall be subject to designation as Limited Common Elements appurtenant to certain Units pursuant to the reservation in Article III, Section 3, of the Declaration. The cost of maintenance and repair of all parking areas shall be a Common Expense; provided, however, that the Board of Directors may impose a Limited Common Expense charge upon Unit Owners to whose Units such Limited Common Element parking spaces are appurtenant.

Section 5.11. Storage; Disclaimer of Bailee Liability. The Board of Directors, the Unit Owners Association and any Unit Owner shall not be considered a bailee of any personal property stored on the Common Elements (including vehicles parked on the Common Elements), whether or not exclusive possession of the particular area is given to a Unit Owner for storage or parking purposes, and shall not be responsible for the security of such personal property or for

any loss or damage thereto, whether or not due to negligence, except to the extent covered by insurance in excess of any applicable deductible.

ARTICLE VI Insurance

Section 6.1. Authority to Purchase; Notice.

(a) Except as otherwise provided in Article VI, Section 6.5 of these Bylaws, all insurance purchased pursuant to this Article VI shall be purchased by the Association for the benefit of the Association, the Unit Owners and their respective mortgagees, as their interest may appear, and shall provide for the issuance of certificates of insurance and mortgagee endorsements to any or all Eligible Mortgage Holders who request such notice. Neither the Board of Directors nor the Association Manager shall be liable for failure to obtain any coverage required by the Declaration or by this Article for any loss or damage resulting from such failure if such failure is due to the unavailability of such coverages from reputable insurance companies, or if such coverage is available only at unreasonable cost. The Board of Directors shall promptly furnish to each Unit Owner written notice of the procurement of, subsequent changes in, or termination of, insurance coverages obtained on behalf of the Unit Owners Association, in compliance with Section 55-79.81(b) of the Condominium Act.

(b) The deductible, if any, associated with any insurance policy purchased by the Board of Directors shall be a Common Expense; provided, however, that the Association may, pursuant to Article V, Section 5.5(a) of these Bylaws, assess any deductible amount necessitated by the abuse, intentional act or omission, negligence, misuse or neglect of a Unit Owner, or his or her family, guest, tenant or the family or guest of said tenant, against such Unit Owner. In the event the cause of any damage or destruction to any portion of the Condominium originated in or through a Unit or any component thereof, then the Unit Owner of said Unit shall pay the deductible under the Association's master casualty policy without regard to whether the Unit Owner was negligent.

In addition to the foregoing, Unit Owners shall be financially responsible for all damage to the Unit up to the level of the deductible associated with any claim paid under the Master Insurance Policy. In any event, and without regard to whether or not there was any failure or neglect by the Unit Owner, each Unit Owner shall be responsible for all water damage to his Unit and all other Units and to the Common Elements resulting from the failure of any water heater, plumbing fixtures, refrigerator ice maker lines or the failure of any other appliance or fixture located in his Unit, including overflows from any such appliance or fixture, or a blockage in any air-conditioning condensate drain line.

Section 6.2. Coverage. The following coverages shall be obtained by the Association:

(a) The Common Elements and all personal property owned by the Association shall be insured in an amount equal to the maximum insurable replacement value thereof as determined annually by the Association in consultation with the insurance company

providing the coverage. Said coverage shall afford protection against loss or damage by fire and other hazards, as determined by the Association, including, but not limited to, vandalism, malicious mischief, windstorm, war damage and war risk insurance, if available. The Association shall not provide insurance on the Units as such are defined by this Declaration; provided, however, that to the extent the condominium project is determined to be located in an area identified as having special flood hazards, the Association shall maintain appropriate coverage as determined annually by the Association in consultation with the insurance company providing the coverage.

(b) Comprehensive general public liability and property damage insurance in such an amount and in such form as shall be required by the Association in limits determined by the Board in consultation with the Association's insurance agent. Said coverage shall include, but not be limited to, water damage, legal liability and off-premises employee coverage.

(c) Workmen's compensation policies shall be obtained to meet the requirements of law.

(d) Fidelity Bond coverage for all persons responsible for the funds of the Association.

(e) Such other insurance as the Board of Directors of the Association may determine to be necessary from time to time.

Section 6.3. Association as Agent. The Association is irrevocably appointed agent for each Unit Owner, for each owner of a mortgage upon a Unit and for each owner of any other interest in the Property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

Section 6.4. Unit Owner's Responsibility. Each Unit Owner shall obtain casualty and liability insurance at his own expense affording coverage upon his own Unit and Limited Common Elements appurtenant to the Unit as assigned by this Declaration and the Bylaws, and all amendments thereto, in an amount consonant with the full replacement value of the Unit. Each Unit Owner shall, on an annual basis, provide evidence of such coverage to the Association on the anniversary date of the coverage renewal. The failure of any Unit Owner to do so shall not provide evidence of notice to, or any requirement by, the Association to provide such coverage for the Unit, and the Unit Owner shall be deemed as a self-insurer of the Unit in accordance with this Article VI.

All such policies shall contain waivers of subrogation. No Unit Owner shall obtain separate insurance policies on the Condominium except as provided in this Section. Since each Unit Owner is responsible for any water damage to his Unit or other Units or Common Elements caused by the failure of any water heater, plumbing fixtures, refrigerator ice maker lines or other appliance or fixtures, or any overflow from such appliances or fixtures, including any air conditioning condensate drain line, each Unit Owner should include coverage for such damages in any separate insurance obtained by him.

ARTICLE VII

Repair and Reconstruction After Fire or Other Casualty

Section 7.1. The Role of the Board of Directors. Except as provided in Section 11.6, in the event of damage to or destruction of all or part of the Common Elements, or other property covered by insurance written in the name of the Association as provided under Article X, the Board of Directors shall arrange for and supervise the prompt repair and restoration of the damaged areas of the Property.

Section 7.2. Estimate of Damage or Destruction. As soon as practicable after an event causing damage to or destruction of any part of the Common Elements, unless such damage or destruction shall be minor, the Board of Directors shall obtain an estimate or estimates that it deems reliable and complete of the costs of repair and reconstruction of that part of the Property damaged or destroyed. "Repair and reconstruction" as used in this Article shall mean restoring the damaged or destroyed part of the Property to substantially the same condition in which it existed immediately prior to the damage or destruction, with each Common Element having substantially the same vertical and horizontal boundaries as before.

Section 7.3. Repair and Reconstruction. As soon as practical after the damage occurs and any required estimates have been obtained, the Association shall diligently pursue to completion the repair and reconstruction of that part of the Property damaged or destroyed. As attorney-in-fact for the Unit Owners, the Association may take any and all necessary or appropriate action to effect repair and reconstruction, and no consent or other action by any Unit Owner shall be necessary. Assessments of the Association shall not be abated during the period of insurance adjustments and repair and reconstruction.

Section 7.4. Funds for Repair and Reconstruction. Subject to the provisions of Section 11.6 below, the proceeds received by the Association from any hazard insurance carried by the Association shall be used for the purpose of repair and reconstruction. If the proceeds of the Association's insurance are insufficient to pay the estimated or actual cost of such repair and reconstruction, the Association may, pursuant to Article X and in accordance with Article VI, levy, assess, and collect in advance from the Unit Owners a Special Assessment sufficient to provide funds to pay such estimated or actual costs of repair and reconstruction. The cost of repair and reconstruction in excess of insurance proceeds and reserves is a Common Expense.

Section 7.5. Disbursement of Funds for Repair and Reconstruction. The insurance proceeds held by the Association and the amounts received from the Special Assessments provided for above, constitute a fund for the payment of the costs of repair and reconstruction after casualty. Such fund shall be applied by the Association as attorney-in-fact for such reconstruction, and the improvements shall be promptly repaired and reconstructed. The Association shall have full authority, right, and power, as attorney-in-fact to cause the repair and restoration of the improvements. It shall be deemed that the first money disbursed in payment for the costs of repair and reconstruction shall be made from insurance proceeds, and the balance from the Special Assessments. If there is a balance remaining after payment of all costs of such

repair and reconstruction, such balance shall be distributed to the Unit Owners in proportion to the contributions each Unit Owner made as Special Assessments, or if no Special Assessments were made, then in proportionate shares on the basis of the allocation to the Owners of Common Expenses.

Section 7.6. Decision Not to Rebuild. Any portion of the Property for which insurance is required pursuant to the provisions of this Declaration or the Condominium Act which is damaged or destroyed must be repaired or replaced promptly by the Association unless the Property is terminated pursuant to Section 55-79.72:1 of the Condominium Act.

Section 7.7. Repairs. All repairs and reconstruction contemplated by this Article XI shall be performed substantially in accordance with this Declaration, the plats and plans, and the original plans and specifications for the Property, unless other action is approved by the Association in accordance with the requirements of this Declaration and the other Governing Documents.

Section 7.8. Notice of Damage or Destruction to Eligible Mortgage Holders. In the event that any portion of the Property encompassing more than one Unit is substantially damaged or destroyed by fire or other casualty, then written notice of the damage or destruction shall be given by the Association to each Unit Owner and Eligible Mortgage Holders of the affected Units within a reasonable time following the event of casualty damage.

ARTICLE VIII Mortgagees

Section 8.1. Notice to Board of Directors. A Unit Owner who mortgages his Unit shall notify the Board of Directors of the name and address of the Mortgagee and shall file a conformed copy of the note and Deed of Trust with the Board.

Section 8.2. Notice of Default, Casualty or Condemnation.

(a) The Board of Directors, when giving notice to any Unit Owner of any default in the performance by the Unit Owner of any obligation under the Condominium Instruments, including any default in paying assessments for Common Expenses or special assessments, which default remains uncured for thirty (30) days, shall simultaneously send a copy of such notice to the Mortgagee of such Unit.

(b) Each Mortgagee shall also be notified promptly of any casualty when required by Article VI, Section 6.2(c) of these Bylaws, all actions taken under Article VII of these Bylaws, and any taking in condemnation or by eminent domain pursuant to Section 55-79.44 of the Condominium Act and actions of the Unit Owners Association with respect thereto.

Section 8.3. Notice of Proposed Action Requiring Mortgagee Approval. The provisions of Section 55-79.73.1 of the Condominium Act shall govern the provision of notice to Mortgagees in any action requiring Mortgagee approval pursuant to these Bylaws.

Section 8.4. Notice of Change in Managing Agent. The Board of Directors shall give notice to all Mortgagees requesting such notice thirty (30) days prior to changing the Managing Agent.

Section 8.5. Mortgagees' Approvals. Prior written approval of all first Mortgagees shall be required before the Association can: (i) (except following destruction or condemnation) change any Unit's Common Element Interest except as provided in Section 55-79.44 of the Condominium Act; (ii) (except following destruction or condemnation) partition, subdivide, abandon, encumber, sell or transfer the Common Elements of the Condominium (except for the granting of utility easements, etc., pursuant to Section 55-79.80(b) of the Condominium Act); (iii) (except following destruction or condemnation) by act or omission withdraw the submission of the Property to the Condominium Act, except as provided in Section 55-79.72 of the Condominium Act; (iv) modify the method of determining and collecting assessments or allocating distributions of casualty insurance proceeds or condemnation awards; (v) use hazard insurance proceeds for losses to the Condominium for any purpose other than repair, replacement or restoration except as provided in Article VII, Section 7.4 of these Bylaws; (vi) materially amend the Condominium Instruments; and/or (vii) attempt to self-manage the Association.

Section 8.6. Other Rights of Mortgagees. All Mortgagees or their representatives shall have the right to attend and to speak at meetings of the Unit Owners Association, but shall not have the right to vote at such meetings unless so provided by the Condominium instruments or the Condominium Act. All such Mortgagees shall have the right to examine the books and records of the Condominium and to require the submission of annual financial reports and other budgetary information.

ARTICLE IX Compliance and Default

Section 9.1. Relief. Each Unit Owner shall be governed by, and shall comply with, the Condominium Instruments, the Rules and Regulations and the Condominium Act as the same may be amended from time to time. In addition to the remedies provided in Section 55-79.53 of the Condominium Act, a default by a Unit Owner shall entitle the Unit Owners Association, acting through its Board of Directors or through the Managing Agent, to the following relief:

(a) Additional Liability. Each Unit Owner shall be liable for the expense of all maintenance, repair or replacement rendered necessary by such Unit Owner's act, or the neglect or carelessness of any member of such Unit Owner's family or such Unit Owner's employees, agents or licensees, but only to the extent that such expense is not covered by the proceeds of insurance carried by the Board of Directors. Such liability shall include any increase in casualty insurance rates occasioned by use, misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing contained herein, however, shall be construed as modifying any waiver by any insurance company of its rights of subrogation.

(b) Costs and Attorney's Fees. In any proceedings arising out of any alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of such proceeding and reasonable attorney's fees.

(c) No Waiver of Rights. The failure of the Unit Owners Association, the Board of Directors or of a Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Instruments or the Condominium Act shall not constitute a waiver of the right of the Association, the Board or the Unit Owner to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Unit Owners Association, the Board of Directors or any Unit Owner pursuant to any term, provision, covenant or condition of the Condominium Instruments or the Condominium Act shall be deemed to be cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other privileges as may be granted to such party by the Condominium Instruments or the Condominium Act, or at law or in equity.

(d) Interest. If any Unit Owner shall default in paying any sum assessed against the Condominium Unit which continues for a period in excess of fifteen days, the Board of Directors may impose interest on the principal amount unpaid from the date due until paid. If imposed by the Board of Directors, the above-referenced interest rate shall be the maximum permissible interest rate that may be charged by a Mortgagee under a mortgage at such time or eighteen percent (18%) per annum, whichever is the lower rate at the time of the due date.

(e) Abating and Enjoining Violations by Unit Owners. The violation of any provision of the Condominium Instruments, the Rules and Regulations or the Condominium Act shall give the Board of Directors the right, in addition to any other rights set forth in these Bylaws: (i) to enter the Unit in which, or as to which, such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors shall not thereby be deemed guilty in any manner of trespass; or (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such violation.

(f) Legal Proceedings. Failure to comply with any of the Condominium Instruments and the Rules and Regulations shall be grounds for relief, including without limitation, an action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of all assessments, any other relief provided for in these Bylaws or any combination thereof and any other relief afforded by a court of competent jurisdiction, all of which relief may be sought by the Unit Owners Association, the Board of Directors, the Managing Agent, or, if appropriate, by any aggrieved Unit Owner and shall not constitute an election of remedies.

(g) Charges. The Board of Directors shall have all of the powers set forth in Section 55-79.80:2 of the Condominium Act to enforce the Condominium Instruments and the Rules and Regulations, including the authority to withdraw facilities and services provided by

the Unit Owners Association and to impose charges, after notice and opportunity for hearing as set forth in the Condominium Act.

Section 9.2. Lien for Assessments.

(a) Lien. The total annual assessment of each Unit Owner for Common Expenses or any special assessment, or any other sum duly levied (including without limitation charges, interest, late charges, etc.), made pursuant to these Bylaws, is hereby declared to be a lien, levied against the Condominium Unit of such Unit Owner pursuant to Section 55-79.84 of the Condominium Act, which lien shall with respect to annual assessments, be effective on the first day of each fiscal year of the Condominium and, as to special assessments and other sums duly levied, on the first day of the next month which begins more than ten (10) days after notice to the Unit Owner of such special assessment or levy. The Board of Directors or the Managing Agent may file or record such other for further notice of any such lien, or such other or further document, as may be required to confirm the establishment and priority of such lien.

(b) Acceleration. If an assessment against a Unit Owner is payable in installments, upon a default by such Unit Owner in the timely payment of any two consecutive installments, the maturity of the remaining total of the unpaid installments of such assessments may be accelerated, at the option of the Board of Directors, and the entire balance of such assessment may be declared due and payable in full by notice to the defaulting Unit Owner and his Mortgagee by the Board of Directors or the Managing Agent.

(c) Enforcement. The lien for assessments may be enforced and foreclosed in any manner permitted by the laws of the Commonwealth of Virginia or by an action in the name of the Board of Directors, or the Managing Agent, acting on behalf of the Unit Owners Association. During the pendency of such suit the Unit Owner shall be required to pay a reasonable rental for the Unit for any period prior to the sale pursuant to any judgment or order of any court having jurisdiction over such sale. The plaintiff in such proceeding shall have the right to the appointment of a receiver, if available under the laws of the Commonwealth of Virginia.

Section 9.3. Subordination and Mortgagee Protection. Notwithstanding anything to the contrary herein, the lien of any assessment levied pursuant to these Bylaws upon any Unit (and any penalties, interest on assessments, late charges or the like) shall be subordinate to, and shall in no way affect the rights of the holder of a Mortgage made in good faith for value received; provided, however, that such subordination shall apply only to assessments which have become due and payable prior to a sale or transfer of such Unit pursuant to foreclosure, or any proceeding in lieu of foreclosure. Such sale or transfer shall not relieve the purchaser of the Unit at such sale from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment, which lien shall have the same effect and be enforced in the same manner as provided herein.

ARTICLE X
Amendments to Bylaws

Section 10.1. Amendment. These Bylaws, or any provision of them, may be terminated, extended, modified, amended, or revoked as to the whole or any portion of the Property ("amendment"), only by agreement of Unit Owners of Units to which two-thirds of the votes in the Unit Owners' association appertain. Amendments made pursuant to this Section will inure to the benefit of and shall be binding upon all Unit Owners, their families, tenants, guests, invitees and employees, and their respective heirs, successors, and assigns.

Section 10.2. Effective on Recording. Any amendment made in accordance with these Bylaws will be immediately effective upon recording in the Clerk's Office.

Section 10.3. Approval of Mortgagees. These Bylaws contain provisions concerning various rights, priorities, remedies, and interest of Mortgagees. Such provisions in these Bylaws are to be construed as covenants for the protection of such Mortgagees on which they may rely in making loans secured by Mortgages. Accordingly, no amendment or modification of these Bylaws impairing or affecting such rights, priorities, remedies or interests of a Mortgagee shall be adopted without the prior written consent of such Mortgagees.

ARTICLE XI
Miscellaneous

11.1 Notices. All notices, demands, bills, statements or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or sent by United States mail, postage prepaid (pursuant to Section 55-79.75 of the Condominium Act), or if notification is of a default or lien, sent by certified United States mail, return receipt requested, postage prepaid: (i) if to a Unit Owner, at the address of record with the Association and/or at the address of the Unit of such Unit Owner; or (ii) if to the Unit Owners Association, the Board of Directors or to the Managing Agent, at the principal office of the Managing Agent or at the principal address as shall be designated by notice in writing to the Unit Owners pursuant to this Section. If a Unit is owned by more than one person, each such person who so designates an address in writing to the Secretary shall be entitled to receive all notices hereunder.

Section 11.2. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws or the intent of any provision hereof.

Section 11.3. Gender. The use of the masculine gender in these Bylaws shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires.

Section 11.4. Construction. The Condominium Instruments are intended to comply with all of the applicable provisions of the Condominium Act and shall be so interpreted and applied.

CERTIFICATION REQUIRED BY CONDOMINIUM ACT SECTION 55-79.71.D

The undersigned President of the Association does hereby certify that these Amended and Restated Bylaws have been agreed to by the Owners of the Association to which two-thirds of the votes in the Association appertain, as is required by the provisions of Section 55-79.71.B of the Condominium Act, as evidenced by their signatures on file with the Association.

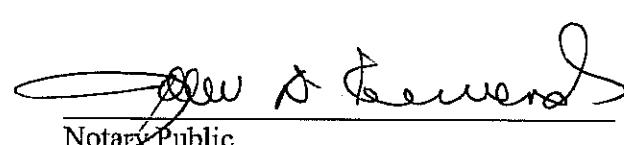
EXECUTED on the date first written above by duly authorized officer of the Association.

PINE CONE HARBOUR
CONDOMINIUM ASSOCIATION, INC.,
A Virginia Nonstock Corporation

By: 
John A. Pence, President

COMMONWEALTH OF VIRGINIA,
CITY OF NORFOLK, to-wit:

The foregoing instrument was acknowledged this 28th day of August, 2009, before me, the undersigned Notary Public, by John Pence, President of Pine Cone Harbour Condominium Association, Inc.


Notary Public

Notary Registration Number: # 276101

My Commission Expires: 8/31/2011

AMENDED AND RESTATED BYLAWS OF
PINE CONE HARBOUR CONDOMINIUM ASSOCIATION, INC.

Schedule A: Parcel ID Numbers, Page 1

08E043 05 B0EF01101	8001491	203 A DOCKSIDE DR
08E043 05 B0EF02201	8001493	203 B DOCKSIDE DR
08E043 05 B0EF03301	8001495	203 C DOCKSIDE DR
08E043 05 B0EF01102	8001492	205 A DOCKSIDE DR
08E043 05 B0EF02202	8001494	205 B DOCKSIDE DR
08E043 05 B0EF03302	8001496	205 C DOCKSIDE DR
08E043 05 B0FF01104	8001500	210 A DOCKSIDE DR
08E043 05 B0FF02204	8001504	210 B DOCKSIDE DR
08E043 05 B0FF03304	8001508	210 C DOCKSIDE DR
08E043 05 B0FF01103	8001499	212 A DOCKSIDE DR
08E043 05 B0FF02203	8001503	212 B DOCKSIDE DR
08E043 05 B0FF03303	8001507	212 C DOCKSIDE DR
08E043 05 B0FF01102	8001498	214 A DOCKSIDE DR
08E043 05 B0FF02202	8001502	214 B DOCKSIDE DR
08E043 05 B0FF03302	8001506	214 C DOCKSIDE DR
08E043 05 B0FF01101	8001497	216 A DOCKSIDE DR
08E043 05 B0FF02201	8001501	216 B DOCKSIDE DR
08E043 05 B0FF03301	8001505	216 C DOCKSIDE DR
08E043 06F01104	8001512	220 A DOCKSIDE DR
08E043 06F02204	8001516	220 B DOCKSIDE DR
08E043 06F03304	8001520	220 C DOCKSIDE DR
08E043 06F01103	8001511	222 A DOCKSIDE DR
08E043 06F02203	8001515	222 B DOCKSIDE DR
08E043 06F03303	8001519	222 C DOCKSIDE DR
08E043 06F01102	8001510	224 A DOCKSIDE DR
08E043 06F02202	8001514	224 B DOCKSIDE DR
08E043 06F03302	8001518	224 C DOCKSIDE DR
08E043 07F01101	8001521	225 A DOCKSIDE DR
08E043 07F02201	8001523	225 B DOCKSIDE DR
08E043 07F03301	8001525	225 C DOCKSIDE DR
08E043 06F01101	8001509	226 A DOCKSIDE DR
08E043 06F02201	8001513	226 B DOCKSIDE DR
08E043 06F03301	8001517	226 C DOCKSIDE DR

AMENDED AND RESTATED BYLAWS OF
PINE CONE HARBOUR CONDOMINIUM ASSOCIATION, INC.

Schedule A: Parcel ID Numbers, Page 2

08E043 07F01102	8001522	227 A DOCKSIDE DR
08E043 07F02202	8001524	227 B DOCKSIDE DR
08E043 07F03302	8001526	227 C DOCKSIDE DR
08E043 08F01104	8001530	230 A DOCKSIDE DR
08E043 08F02204	8001534	230 B DOCKSIDE DR
08E043 08F03304	8001538	230 C DOCKSIDE DR
08E043 08F01103	8001529	232 A DOCKSIDE DR
08E043 08F02203	8001533	232 B DOCKSIDE DR
08E043 08F03303	8001537	232 C DOCKSIDE DR
08E043 08F01102	8001528	234 A DOCKSIDE DR
08E043 08F02202	8001532	234 B DOCKSIDE DR
08E043 08F03302	8001536	234 C DOCKSIDE DR
08E043 08F01101	8001527	236 A DOCKSIDE DR
08E043 08F02201	8001531	236 B DOCKSIDE DR
08E043 08F03301	8001535	236 C DOCKSIDE DR
08E043 09F01104	8001542	240 A DOCKSIDE DR
08E043 09F02204	8001546	240 B DOCKSIDE DR
08E043 09F03304	8001550	240 C DOCKSIDE DR
08E043 09F01103	8001541	242 A DOCKSIDE DR
08E043 09F02203	8001545	242 B DOCKSIDE DR
08E043 09F03303	8001549	242 C DOCKSIDE DR
08E043 09F01102	8001540	244 A DOCKSIDE DR
08E043 09F02202	8001544	244 B DOCKSIDE DR
08E043 09F03302	8001548	244 C DOCKSIDE DR
08E043 09F01101	8001539	246 A DOCKSIDE DR
08E043 09F02201	8001543	246 B DOCKSIDE DR
08E043 09F03301	8001547	246 C DOCKSIDE DR
08E043 01F01101	8001443	209 ISLAND COVE CT UNIT A
08E043 01F02201	8001447	209 ISLAND COVE CT UNIT B
08E043 01F03301	8001451	209 ISLAND COVE CT UNIT C
08E043 01F01102	8001444	211 ISLAND COVE CT UNIT A
08E043 01F02202	8001448	211 ISLAND COVE CT UNIT B
08E043 01F03302	8001452	211 ISLAND COVE CT UNIT C
08E043 01F01103	8001445	213 ISLAND COVE CT UNIT A

AMENDED AND RESTATED BYLAWS OF
PINE CONE HARBOUR CONDOMINIUM ASSOCIATION, INC.

Schedule A: Parcel ID Numbers, Page 3

08E043 01F02203	8001449	213 ISLAND COVE CT UNIT B
08E043 01F03303	8001453	213 ISLAND COVE CT UNIT C
08E043 01F01104	8001446	215 ISLAND COVE CT UNIT A
08E043 01F02204	8001450	215 ISLAND COVE CT UNIT B
08E043 01F03304	8001454	215 ISLAND COVE CT UNIT C
08E043 02F01101	8001455	219 ISLAND COVE CT UNIT A
08E043 02F02201	8001459	219 ISLAND COVE CT UNIT B
08E043 02F03301	8001463	219 ISLAND COVE CT UNIT C
08E043 02F01102	8001456	221 ISLAND COVE CT UNIT A
08E043 02F02202	8001460	221 ISLAND COVE CT UNIT B
08E043 02F03302	8001464	221 ISLAND COVE CT UNIT C
08E043 04F01104	8001482	222 ISLAND COVE CT UNIT A
08E043 04F02204	8001486	222 ISLAND COVE CT UNIT B
08E043 04F03304	8001490	222 ISLAND COVE CT UNIT C
08E043 02F01103	8001457	223 ISLAND COVE CT UNIT A
08E043 02F02203	8001461	223 ISLAND COVE CT UNIT B
08E043 02F03303	8001465	223 ISLAND COVE CT UNIT C
08E043 04F01103	8001481	224 ISLAND COVE CT UNIT A
08E043 04F02203	8001485	224 ISLAND COVE CT UNIT B
08E043 04F03303	8001489	224 ISLAND COVE CT UNIT C
08E043 02F01104	8001458	225 ISLAND COVE CT UNIT A
08E043 02F02204	8001462	225 ISLAND COVE CT UNIT B
08E043 02F03304	8001466	225 ISLAND COVE CT UNIT C
08E043 04F01102	8001480	226 ISLAND COVE CT UNIT A
08E043 04F02202	8001484	226 ISLAND COVE CT UNIT B
08E043 04F03302	8001488	226 ISLAND COVE CT UNIT C
08E043 04F01101	8001479	228 ISLAND COVE CT UNIT A
08E043 04F02201	8001483	228 ISLAND COVE CT UNIT B
08E043 04F03301	8001487	228 ISLAND COVE CT UNIT C
08E043 03F01101	8001467	229 ISLAND COVE CT UNIT A
08E043 03F02201	8001471	229 ISLAND COVE CT UNIT B
08E043 03F03301	8001475	229 ISLAND COVE CT UNIT C
08E043 03F01102	8001468	231 ISLAND COVE CT UNIT A
08E043 03F02202	8001472	231 ISLAND COVE CT UNIT B

AMENDED AND RESTATED BYLAWS OF
PINE CONE HARBOUR CONDOMINIUM ASSOCIATION, INC.

Schedule A: Parcel ID Numbers, Page 4

08E043 03F03302	8001476	231 ISLAND COVE CT UNIT C
08E043 03F01103	8001469	233 ISLAND COVE CT UNIT A
08E043 03F02203	8001473	233 ISLAND COVE CT UNIT B
08E043 03F03303	8001477	233 ISLAND COVE CT UNIT C
08E043 03F01104	8001470	235 ISLAND COVE CT UNIT A
08E043 03F02204	8001474	235 ISLAND COVE CT UNIT B
08E043 03F03304	8001478	235 ISLAND COVE CT UNIT C

INSTRUMENT #090014506
RECORDED IN THE CLERK'S OFFICE OF
HAMPTON ON
AUGUST 31, 2009 AT 02:41PMLINDA B. SMITH, CLERK
RECORDED BY: YXM

ARTICLES OF INCORPORATION

OF

PINE CONE HARBOUR CONDOMINIUM ASSOCIATION, INC.

The undersigned does hereby establish and form a nonstock corporation, not for profit, under the provisions of Chapter 10 of Title 13.1 of the Code of Virginia and to that end set forth the following:

ARTICLE I

The name of the corporation is "PINE CONE HARBOUR CONDOMINIUM ASSOCIATION, INC.", hereafter called the "Association".

ARTICLE II

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residential units and common elements, within that certain tract or parcel of land situate in the City of Hampton, Virginia, and containing 16.65 acres, more or less, more particularly described in paragraph A of Article Two of that certain Declaration dated March 21, 1985 (the "Declaration"), and duly recorded in the Clerk's Office of the Circuit Court of the City of Hampton, Virginia in Deed Book 791, page 469 (the "Development"); and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association, and for such purposes to:

A. Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration,

and as the same may be amended or supplemented from time to time as therein provided; said Declaration being incorporated herein as if set forth at length.

B. Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association.

C. Acquire (by gift, purchaser or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association.

D. Borrow money, and with the affirmative vote of the members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

E. With the affirmative vote of the members, dedicate, sell or transfer all or any part of the common elements to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

F. Participate in mergers and consolidations with other nonprofit corporations organized for the same or similar purposes or annex additional residential property and common elements, provided that any such merger, consolidation or annexation shall have the affirmative vote of the members.

G. Have and exercise any and all powers, rights and privileges which a corporation organized under the Virginia Nonstock Corporation Act may now or hereafter have or exercise; however, any other provisions of these Articles notwithstanding, the Association shall not engage in any activities prohibited

to nonstock corporations organized under Section 528 of the Internal Revenue Code of 1954, as it now exists or as it may be amended or superseded from time to time.

ARTICLE III

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any unit which is subjected by the Declaration to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any unit which is subject to assessment by the Association.

ARTICLE IV

VOTING RIGHTS

The members shall be entitled to one vote for each unit owned. When more than one person holds an interest in any unit, all such persons shall be members. The vote for such unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any unit.

ARTICLE V

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors who must be members of the Association. The number of directors shall be fixed by the by-laws of the Association except as to the number constituting the initial Board of Directors. The initial Board of Directors shall have one

member who shall act on behalf of the Board of Directors until the selection of his successor; and the name and address of the initial director is as follows:

NAME

Robert E. Gray, Jr.

ADDRESS

P. O. Box 149
Hampton, VA 23669

ARTICLE VI

REGISTERED OFFICE AND AGENT

The initial registered office of the Association shall be 2236 Cunningham Drive in the City of Hampton, Commonwealth of Virginia; and the name of its initial registered agent shall be Albert W. Patrick, III, who is a resident of the Commonwealth of Virginia and a member of the Virginia State Bar.

ARTICLE VII

DISSOLUTION

The Association may be dissolved upon the affirmative vote of more than two-thirds (2/3) of the members. Upon dissolution and final liquidation of the Association, other than incident to a merger or consolidation, the assets of the Association remaining after the payment of all debts and obligations of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be used or distributed exclusively for purposes within the intent of Section 501(c) or 528 of the Internal Revenue Code of 1954, as they now exist or as they may be amended or superseded from time to time.

ARTICLE VIII

DURATION

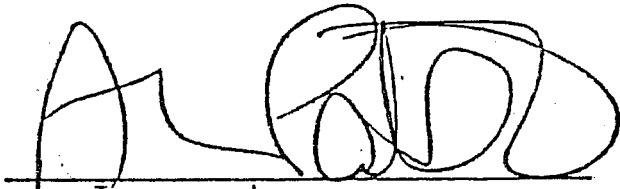
The corporation shall exist perpetually.

ARTICLE IX

AMENDMENTS

Amendment of these Articles shall require the affirmative vote of more than two-thirds (2/3) of the members.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the Commonwealth of Virginia, the undersigned, constituting the incorporator of this Association, has executed these Articles of Incorporation on this the 6th day of November, 1986.


Incorporator

CORP/pinecone.art
86-244.197

**AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM**

of

PINE CONE HARBOUR, A CONDOMINIUM

Parcel ID Numbers: See Schedule A Attached
Prepared By and Return To: Sarah R. Palamara, Esquire
15064 Carrollton Boulevard, Suite H
Carrollton, VA 23314

TABLE OF CONTENTS

<u>Recitals</u>	3
ARTICLE I: Identification; Defined Terms	4
Section 1.1. Identification of Property.....	4
Section 1.2. Defined Terms	4
ARTICLE II: Buildings on the Land; Unit Boundaries.....	4
Section 2.1. Number and Location of Building and Units.....	4
Section 2.2. Units.....	4
Section 2.3. Relocation of Unit Boundaries and Subdivision of Units.....	5
Section 2.4. General Common Elements.....	5
Section 2.5. Limited Common Elements.....	5
Section 2.6. Maintenance Responsibilities.....	6
ARTICLE III: Boat Slips.....	6
Section 3.1. Assignment of Common Elements as Limited Common Element Boat Slips	6
Section 3.2. Boat Slip Boundaries	6
Section 3.3. Boat Slip Assessments.....	6
Section 3.4. Disclaimer of Bailee Liability.....	7
Section 3.5. Indemnification.....	7
Section 3.6. Reassignment of Limited Common Elements	7
Section 3.7. Right of Access.....	7
Section 3.8. Use of Boat Slips	7
ARTICLE IV: Easements.....	8
Section 4.1. Easement for Access and Support	8
Section 4.2. Board's Right to Grant Easements.....	8
Section 4.3. Easement for Pipes, Ducts, Cables, Conduits, Public Utility Lines, and Other Utility Distribution Systems Located Inside Units	8
Section 4.4. Easement for Ingress and Egress Through and Use of Common Elements	9
ARTICLE V: Restrictions on Use of Common Elements and Units; Rules and Regulations.....	9
Section 5.1. Board's Right to Grant Easements.....	9
Section 5.2. Rules and Regulations	11
ARTICLE VI: Leasing of Units.....	11
Section 6.1. Number of Leased Units	11
Section 6.2. Request to Lease a Unit.....	11
Section 6.3. Waiver of the Maximum Number of Units to be Leased	12
Section 6.4. Unit Owner Action upon Approval to Lease	12
Section 6.5. Written Form of Lease Required	12
Section 6.6. Leasing Procedures; Rules and Regulations.....	12
Section 6.7. Resale of Units.....	12
Section 6.8. Units Leased as of Effective Date of Declaration.....	13
ARTICLE VII: Amendment to Condominium Instruments; Required Consent	13
Section 7.1. Amendment.....	13
Section 7.2. Effective on Recording.....	13
SCHEDULE A: Parcel ID Numbers.....	15

PINE CONE HARBOUR, A CONDOMINIUM**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM**

THIS AMENDED AND RESTATED DECLARATION OF CONDOMINIUM ("Declaration") is adopted this 27th day of August, 2009, by the Owners of residential Units in the development known as "Pine Cone Harbour, A Condominium" located in the City of Hampton, Virginia.

RECITALS:

A. By instrument entitled "Declaration Submitting Real Property To The Condominium Act And Creating And Establishing A Condominium Known As Pine Cone Harbour, A Condominium" ("Original Declaration") and Bylaws of Pine Cone Harbour Condominium Association, Inc. ("Original Bylaws"), both dated March 21, 1985, and recorded September 15, 1986, on or about that date in the Clerk's Office of the Circuit Court of the City of Hampton, Virginia ("Clerk's Office"), in Deed Book 791, Page 469, Pine Cone Harbour Associates, Inc., a Virginia corporation ("Declarant"), subjected certain real property more particularly described therein to certain covenants, easements, liens, charges and restrictions set forth therein, and the same were both amended from time to time to add Phases to the Condominium.

B. The Original Declaration has been amended on several occasions to convey boat slips between Unit Owners in accordance with the provisions of the Original Declaration, which such amendments shall remain in full force and effect upon adoption of this Amended and Restated Bylaws by the Unit Owners.

C. The Original Declaration may be amended in accordance with Article Six of the Original Declaration, which allows amendment of the Declaration only by agreement of Unit Owners to which two-thirds of the votes in the Association appertain.

D. More than two-thirds of the votes in the Association agree it is in the best interests of the Association to amend the Original Declaration and to restate the Original Declaration in its entirety as set forth herein.

NOW THEREFORE, the Owners hereby agree the Original Declaration is amended and restated to delete Articles One through Eleven and the following Articles I through VII hereby substituted for the Articles in the Original Declaration.

AMENDED AND RESTATED DECLARATION
OF
PINE CONE HARBOUR, A CONDOMINIUM

ARTICLE I
Identification; Defined Terms

Section 1.1. Identification of Property. Pine Cone Harbour Associates, a Virginia corporation ("Declarant"), submitted that certain land located in the City of Hampton, Virginia, and more particularly described in Exhibit A attached to the Original Declaration ("Land") and subsequent Amendments to the Declaration, together with all improvements, easements, rights, including riparian rights, and appurtenances thereunto belonging ("Property") pursuant to the provisions of Chapter 4.2 of Title 55 of the Code of Virginia (1950), as amended, ("Condominium Act") and thereby created "Pine Cone Harbour, A Condominium" ("Condominium").

Section 1.2. Defined Terms. Pursuant to Section 55-79.50(a) of the Condominium Act, all terms not otherwise defined in this Declaration or in the Amended and Restated Bylaws of Pine Cone Harbour Condominium Association, Inc. ("Bylaws"), or the plats and plans attached to the Original Declaration and all amendments to the Original Declaration, shall have the meanings specified in Section 55-79.41 of the Condominium Act.

ARTICLE II
Buildings on the Land; Units; Common Elements, Limited Common Elements

Section 2.1. Number and Location of Building and Units. The location and dimensions of the Buildings on the Land and the Units within the Building are depicted on the "Plats" and "Plans", respectively, attached to the Original Declaration and amendments to the Original Declaration (collectively referred to as "Plats and Plans").

Section 2.2. Units. A "Unit" shall generally mean a portion of the condominium designed and intended for individual ownership and use, and specifically, shall mean a single family dwelling unit which is an enclosed space within an enclosed area, as shown on the plats and plans, consisting of and the boundaries of which are designated, delineated and described as the inside space or areas contained within the finished inner surfaces of the perimeter walls (the vertical, lateral or perimetric boundaries of the Unit), floors (the lower, horizontal boundaries of the Unit) and ceilings (the upper horizontal boundaries of the Unit), of each separately designed self-contained dwelling Unit, consisting specifically of the rooms, designed, proposed, intended and restricted to be used solely for independent, individual ownership and single family residential dwelling use, together with an undivided percentage interest in the common elements.

All doors and windows in a Unit, all skylights, and all non-bearing walls, lathe, plasterboard, wallboard, plaster, paneling, tiles, wallpaper, paint, finished flooring, and any other materials constituting a part of the finished surfaces of a Unit, shall be deemed a part of that

Unit, while all other portions of such walls, floors and ceilings shall be deemed a part of the Common Elements.

Any chutes, flues, ducts, conduits, pipes, wires or other utility facilities or installations serving only one unit or limited common elements appertaining to that unit shall be deemed to be a part of the unit served.

A Unit shall not include any chutes, flues, ducts, conduits, pipes, wires or other utility facilities or installations which serve more than one Unit or which serve any portion of the General Common Elements, or which serve Limited Common Elements appertaining to another Unit.

Subject to the foregoing, all space, non-bearing interior partitions and other fixtures and improvements within the boundaries of a Unit shall be deemed a part of that Unit.

Section 2.3. Relocation of Unit Boundaries and Subdivision of Units. Relocation of boundaries between Units and subdivision of Units is permitted, subject, however, to compliance with Sections 55-79.69 and 55-79.70 of the Condominium Act.

Section 2.4. General Common Elements.

The General Common Elements consist of all of the land, the improvements, including any guardhouse located on or access gate installed to the Property, and all Common Elements other than Limited Common Elements and the Units. While use and enjoyment of Limited Common Elements is restricted, each Unit Owner shall have an equal undivided ownership interest in and right to enjoyment of all General Common Elements.

Any chutes, flues, ducts, conduits, pipes, wires or other utility facilities serving more than one Unit or any portion of the General Common Elements or Limited Common Elements appertaining to another Unit shall constitute General Common Elements.

All parking areas shall constitute General Common Elements; provided, however, that the Board of Directors, by appropriate action, shall have the right to assign parking spaces to one or more Units subject to the limitation that each Unit shall be entitled to an equal number of spaces. Any parking spaces assigned pursuant to this Article shall be used exclusively by the Owner of the Unit to which it is assigned, his tenants and guests and shall be used exclusively for ordinary parking purposes.

Section 2.5. Limited Common Elements. The Limited Common Elements of the Condominium shall mean a portion of the Common Elements reserved for the exclusive use of the Owner of the Unit to which the Limited Common Element appertains. Limited Common Elements shall appertain to only one unit.

All shutters, awnings, window boxes, door steps, porches, balconies, patios, if any, and any other apparatus designed to serve a single Unit, but located outside the boundaries thereof,

shall be deemed a Limited Common Element appertaining solely to that Unit to which they are affixed.

Section 2.6. Maintenance Responsibilities. Notwithstanding the ownership of the various portions of the Common Elements, Limited Common Elements and the Units by virtue of the foregoing boundary description, the provisions of the Bylaws shall govern the division of maintenance and repair responsibilities between the Unit Owner and the Unit Owners Association.

ARTICLE III Boat Slips

Section 3.1. Assignment of Common Elements as Limited Common Element Boat Slips. The twenty-four (24) Boat Slips created by "Amendment To the Declaration Of Pine Cone Harbour – A Condominium To Reserve The Right To Create Boatslips As Limited Common Elements to Units", dated February 1, 1988, and recorded on February 25, 1988, in the Clerk's Office in Deed Book 887, Page 249, may be assigned, in whole or in part, at any time or from time to time, as Limited Common Elements appurtenant to Units. Such assignments shall be made by Amendment to the Declaration, prepared and executed by the Association pursuant to § 55-79.57(c) of the Condominium Act, which shall designate by Boat Slip number the Boat Slip being assigned to a Unit Owner as a Limited Common Element appurtenant to that Unit.

Notwithstanding the foregoing assignment of Boat Slips, all improvements associated with said Slips such as docks, walkways, pilings and piers shall constitute General Common Elements which such docks, walkways and piers may be enjoyed by all Unit Owners for recreational uses so long as such uses do not interfere with the use and enjoyment of boat slips by the unit owners to which they are assigned.

Section 3.2. Boat Slip Boundaries. A Boat Slip shall consist of the area of water bounded by the adjoining docks, piers and mooring piles (and any replacement thereof).

Section 3.3. Boat Slip Assessments. Any expenses incurred by the Association in regard to Boat Slips in the Condominium shall be treated as expenses common to all Units which have been assigned Boat Slips as Limited Common Elements. Accordingly, all such Boat Slip related expenses shall be assessed equally to said Unit Owners. The cost to repair any damage to a specific Boat Slip or any pier, piling or other area serving same caused by the acts, neglect, or carelessness of a specific Unit Owner shall be assessed against that Unit Owner individually.

Payments for Boat Slip assessments shall be made once yearly and shall represent an assessment in addition to the Common Expense assessments assessed pursuant to this Declaration. Any assessments levied pursuant to this Section shall constitute a lien against the Unit to which the Limited Common Element Boat Slip is assigned pursuant to § 55-79.84 of the Condominium Act.

Section 3.4. Disclaimer of Bailee Liability. Neither the Association, the Board of Directors, any other Officer(s), the Managing Agent, nor any Unit Owner(s) shall be considered as a bailee of any vessel or other personal property placed anywhere within the Boat Slip area and shall not be responsible for the security of such vessel or personal property or for any loss thereof or damage thereto from any cause, whether or not attributable to negligence, except to the extent covered by insurance in excess of any applicable deductible.

Section 3.5. Indemnification. The Unit Owner, by acceptance of a Boat Slip assignment, assumes all risks accompanying the use of the Boat Slip and pier area to themselves, their family, guests, licensees and invitees, and to their vessels and any personal property. The Unit Owner agrees that the Association, and the individual members of the Board of Directors of the Association, shall not be responsible for any damages caused directly or indirectly to other vessels, Boat Slips, piers, bulkheads, pilings or other facilities by the actions or failure to act of the Unit Owner, his family, guests, employees, licensees or invitees. Further, the Unit Owner agrees to hold harmless the Association, and the individual members of the Board of Directors of the Association, for any loss, damage or injury occurring to the Unit Owner, his family, guests, employees, licensees and invitees occurring for any reason in, on or upon any portion of any Boat Slip or pier or vessel moored thereon.

Section 3.6. Reassignment of Limited Common Elements. The Declaration may be amended in accordance with § 55-79.57(b) of the Condominium Act to acknowledge the reassignment of a Limited Common Element Boat Slip between Unit Owners. The Unit Owners concerned shall make written application to the president of the Association to prepare and execute an amendment to the Declaration reassigning all rights and obligations with respect to the Limited Common Element Boat Slip involved. Said amendment shall be delivered to the Unit Owners of the Unit concerned upon payment by them of all reasonable costs for the preparation and acknowledgment thereof. Said amendment shall become effective when the Unit Owners of the Units concerned have executed and recorded it.

Section 3.7. Right of Access. There is hereby reserved a right of access upon any area designated as a Boat Slip and assigned as a Limited Common Element to a Unit and any vessel moored therein for the benefit of the Board of Directors, the Managing Agent, any person(s) authorized by the Board or the Managing Agent, and any group of the foregoing for the purpose of enabling the exercise and discharge of their and the Association's powers and duties, including (without limitation) making inspections, correcting any condition originating in a Boat Slip and threatening another Boat Slip or vessel or pier, upkeep of the Common Elements surrounding the Boat Slip, and correcting any condition which violates any provision of the Condominium Instruments, or the Rules and Regulations of the Boat Slip area. Requests for entry shall be made in advance, and any such entry shall be made at a time reasonably convenient to the Unit Owner to which the Boat Slip is assigned. In a case of an emergency such right of entry shall be immediate, whether the Unit Owner is present at the time or not, and no notice or permission shall be necessary.

Section 3.8. Use of Boat Slips. In the event of such assignment, the Unit Owner shall have the exclusive right (along with the Owner's tenants and guests) to use such Boat Slip for

boating and recreational purposes and no use shall be made of any slip which results in undue noise, disruption or dangerous or illegal activity.

Each Boat Slip shall be used solely and exclusively as an accessory use as defined in the Zoning Ordinance of the City of Hampton, Virginia and not as a principal use. Use of Boat Slips shall be in strict compliance with all zoning and land use regulations of the City of Hampton, Virginia and no use shall be made of any boat slip which would increase the number of required parking spaces in the project under local ordinances.

Boat Slips may be used, leased, and rented independently of the Unit to which it is assigned, but only to and by other residents of the Pine Cone Harbour Condominium.

ARTICLE IV Easements

In addition to the easements created by Sections 55-79.60 and 55-79.65 of the Condominium Act, the following easements are hereby granted:

Section 4.1. Easement for Access and Support.

(a) Access. The Board reserves in favor of the Board and the Managing Agent and/or any other person authorized by the Board of Directors the right of access to any Unit pursuant to Section 55-79.79 of the Condominium Act and Article V, Section 5.7, of the Bylaws. In case of emergency, such entry shall be immediate whether or not the Unit Owner is present at the time.

(b) Support. Each Unit and Common Element shall have an easement for lateral and subjacent support from every other Unit and Common Element.

Section 4.2. Board's Right to Grant Easements. The Board shall have the right to grant and reserve easements and rights-of-way across, over, through and under the Property for construction purposes, and for the installation, maintenance and inspection of the lines and appurtenances for public or private water, sewer, drainage, gas, electricity, telephone and other utilities.

Section 4.3. Easement for Pipes, Ducts, Cables, Conduits, Public Utility Lines, and Other Utility Distribution Systems Located Inside Units. Each Unit Owner shall have an easement in common with the Owners of all other Units to use, and each Unit shall be subject to an easement in favor of all the Unit Owners for use and installation of, all pipes, wires, ducts, cables, conduits, public utility lines, and all other utility distribution systems, whether or not Common Elements, located in any of the other Units or in any other part of the Condominium, to the extent any such pipe, duct, cable, wire, conduit, public utility line, or other utility distribution system serves any Unit or is necessary for service to any Unit. The Board of Directors shall have a right of access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair, or replace the common elements contained therein or elsewhere in the Building,

subject to such limitations as are set forth in the Bylaws. The easements and rights of access set forth in this paragraph are in addition to those contained in the Condominium Act.

Section 4.4. Easement for Ingress and Egress through and Use of Common Elements. Each Unit Owner shall have an easement in common with the Owners of all other Units for ingress and egress through, and use and enjoyment of, all Common Elements, subject to the Bylaws, the Rules and Regulations and other restrictions imposed by the Unit Owners Association. The Common Elements shall be subject to an easement for ingress and egress through, and use and enjoyment of, all Common Elements by persons lawfully using or entitled to the same, including, without limitation, officers, employees, and agents of public utility companies in the performance of their duties, subject to the Bylaws, the Rules and Regulations, and other restrictions imposed by the Unit Owners Association.

ARTICLE V

Restrictions on Use of Common Elements and Units; Rules and Regulations

Section 5.1. Restrictions on Use of Common Elements and Units. Each Unit and the Common Elements shall be occupied and used as follows:

(a) Activity and Use Limitations. Nothing shall be done or kept in any Unit, Boat Slip or on the Common Elements which will increase the rate of insurance for the Property or any part thereof applicable for residential use without the prior written consent of the Board of Directors. No Unit Owner shall permit anything to be done or kept in the Unit, Boat Slip or in the Common Elements which will result in the cancellation of insurance on the Property or any part thereof or which would be in violation of any law, regulation or administrative ruling. No waste shall be committed on the Common Elements.

(b) Animals. The maintenance, keeping, boarding and/or raising of animals, livestock, poultry or reptiles of any kind, regardless of number, shall be and is prohibited within any Unit or upon the Common Elements, except that the keeping of small, orderly domestic pets (e.g., dogs, cats or caged birds) not to exceed two per Unit without the approval of the Board of Directors, is permitted, subject to the Rules and Regulations adopted by the Board of Directors, provided, however, that such pets are not kept or maintained for commercial purposes or for breeding; and provided, further, that any such pet causing or creating a nuisance or unreasonable disturbance or noise may be permanently removed from the Property upon ten (10) days written notice from the Board of Directors.

No pet, resident or non-resident, shall be permitted upon the Common Elements unless accompanied by an adult and unless carried or leashed.

Any Unit Owner who keeps or maintains any pet upon any portion of the Property shall be deemed to have indemnified and agreed to hold the Unit Owners Association and each Unit Owner free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Condominium.

All pets shall be registered with the Board of Directors and shall otherwise be registered and inoculated as required by law. The Board of Directors may establish reasonable fees for registration of pets not to exceed the additional costs incurred by the Unit Owners Association resulting from the presence of such pets.

(c) Common Element Management and Operation. No Unit Owner shall obstruct any of the Common Elements or Limited Common Elements nor shall any Unit Owner place, or cause or permit anything to be placed on or in any of the Common Elements (except those areas designated for storage by the Condominium Instruments or the Board of Directors) without the approval of the Board. Nothing shall be altered or constructed in or removed from the Common Elements or Limited Common Elements without the prior written consent of the Board of Directors.

(d) Common Element Use. The Common Elements shall be used only for the furnishing of services and facilities for which the same are reasonably suited and which are incident to the use and occupancy of the Units. The stairwells and building entrances shall be used for no purpose other than for normal transit.

(e) Floor Coverage. Sufficient carpeting or rugs shall be maintained on seventy-five percent (75%) of a unit's floor surfaces (exclusive of floor surfaces in bathrooms, closets, hallways and kitchens) in all Units located over other units, to adequately reduce transmission of sound between units. Additional washers, dryers and other major appliances may not be installed in a Unit.

(f) Nuisance. No immoral, improper, offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. All laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof relating to any portion of the Property shall be complied with, by and at the sole expense of the Unit Owner(s) responsible for any violation thereof, but if such cannot be determined, then the cost of such compliance shall be a Common Expense.

(g) Residential Use of Units. No Unit shall be used for other than residential housing and the related common purposes for which the Property was designed. No Unit shall be subject to or used for any timesharing, cooperative, licensing or other arrangement that would entail weekly, monthly or any other type of revolving or periodic occupancy by multiple Unit Owners, cooperators, licensees, or timesharing participants.

(h) Signs. No signs of any character shall be erected, posted or displayed upon, in, from or about any Unit, Common Element or Limited Common Element without the prior written approval of the Board of Directors. The foregoing provisions of this paragraph shall not apply to a Mortgagee in possession of a Unit as a result of foreclosure, judicial sale, a proceeding in lieu of foreclosure or a deed in lieu of foreclosure.

(i) Vehicles. Trailers, campers, recreational vehicles, boats and other large vehicles may be parked on the Property only if expressly permitted by the Rules and Regulations and only in such parking areas, if any, as may be designated for such purpose by the Board of Directors.

No non-operable or derelict vehicle or other vehicle on which current registration plates are not displayed shall be kept upon any of the Common Elements. Vehicle repairs other than ordinary light maintenance are not permitted on the Property.

Subject to applicable laws, ordinances, and any provisions of this Declaration or Rules and Regulations, any vehicle parked in violation of these or other restrictions established by the Board will be subject to towing without notice by the Association at the sole expense of the Owner of the vehicle. The Association shall not be liable to the Owner of the towed vehicle for trespass, damage, conversion or otherwise, nor shall the Association be guilty of any criminal act, by reason of the towing.

(j) Waterbeds. No waterbeds shall be permitted in any Unit.

(k) Hot Tubs/Spas. No hot tubs or spas will be installed in Units or placed on the balcony of any Unit.

Section 5.2. Rules and Regulations. In accordance with Section 3.1 of the Bylaws, the Board of Directors shall have the power from time to time to adopt any Rules and Regulations deemed necessary for the benefit and enjoyment of the Condominium; provided, however, that such Rules and Regulations shall not conflict with the Declaration, Condominium Act or the Condominium Instruments. Each Unit and the Common Elements shall be occupied and used in compliance with the Rules and Regulations which may be adopted and amended by the Board of Directors. Changes to the Rules and Regulations shall be given to each Unit Owner prior to the time when the same shall become effective and copies thereof shall be furnished to each Unit Owner upon request.

ARTICLE VI Leasing of Units

Section 6.1. Number of Leased Units. No more than twenty-seven (27) Units of the Condominium may be rented at any time. Units may be leased by written lease for an initial term of not less than one (1) year. No Unit or portion thereof, or Limited Common Element appurtenant and/or assigned thereto, other than the entire Unit shall be leased for any period. All Units shall be restricted exclusively to residential use only.

Section 6.2. Request to Lease a Unit. Any Owner intending to rent the Unit shall submit a written request to the Board of Directors indicating the intent to rent the Unit. The Unit shall not be rented until the Board of Directors responds, in writing, approving the rental of the Unit. The Board of Directors shall respond within forty-five (45) days of the written request of the Owner.

Section 6.3. Waiver of the Maximum Number of Units to be Leased. The Board may, in its sole discretion, authorize a lease which will exceed the maximum of twenty-seven (27) leased Units restriction only upon a showing by a Unit Owner of a hardship which will result from the Board's denial of the lease request; provided, however, that a Unit approved to be leased upon a hardship application shall not be leased for longer than three (3) years from the date of approval of the waiver. Examples of "hardship" include, but shall not be limited to, military transfer or ill health preventing occupancy of the Unit.

Section 6.4. Unit Owner Action upon Approval to Lease. Any Owner whose written request is approved by the Board shall lease the Unit within ninety (90) days of the date the Board approved the request. The Owner shall comply with all provisions of Section 6.5 of this Declaration, as amended. The Tenant-Lessee shall be bound by the terms of the Governing Documents even though the Owner-Lessor has failed to comply with Article VI's provisions.

Section 6.5. Written Form of Lease Required. No Unit Owner shall lease a Unit or Boat Slip other than on a written form of lease: (i) requiring the Lessee to comply with the Condominium Instruments and Rules and Regulations; (ii) providing that failure to comply constitutes a default under the lease; and (iii) providing that the Board of Directors has the power to terminate the lease or to bring summary proceedings to evict the tenant in the name of the lessor thereunder after forty-five (45) days prior written notice to the unit owner, in the event of a default by the lessee in the performance of the lease. The Board of Directors may suggest or require a standard form lease for use by Unit Owners. Each Unit Owner of a Condominium Unit shall, promptly following the execution of any lease of a Condominium Unit or Boat Slip, forward a conformed copy thereof to the Board of Directors.

Section 6.6. Leasing Procedures; Rules and Regulations. The Board of Directors shall have the authority to adopt reasonable Rules and Regulations regarding procedures associated with leasing of Units. Such Rules and Regulations may include, but are not limited to, administrative fees to be paid related to moving in and moving out of the Unit, payment of maintenance and repair costs, if any, associated with negligent or reckless conduct by Tenant-Lessees and wait list maintenance procedures.

Section 6.7. Resale of Units. Upon the request of a Unit Owner for a resale certificate from the Association to be transmitted to a potential purchaser, as required by Section 55-79.97 of the Code of Virginia, 1950, as amended (a provision of Virginia's Condominium Act), the resale certificate shall identify the Unit as a "Unit Located in an Investor-Restricted Community".

The Unit shall be subject on the date of acquisition by a new Owner to the provisions of this Article and, if the potential purchaser-Buyer desires to lease the Unit from and after the date of acquisition of the Unit, prior written approval of the Board shall be required prior to the potential purchaser-Buyer's execution of a lease of the Unit.

Section 6.8. Units Leased as of Effective Date of Declaration. Any Unit Owner whose Unit is leased as of the effective date of this Declaration shall submit a copy of the executed lease currently in effect to the Board of Directors at the office of the Association's Manager by August 1, 2009. From and after the effective date of this Declaration, all Units with a current lease copy on file with the Association's Manager shall retain the Unit's status as a "Leased Unit" until the sale of the Unit. As set forth in Section 6.7, any Unit sold after the effective date of this Amended and Restated Declaration shall become subject to the twenty-seven Unit rental restriction.

ARTICLE VII

Amendment to Condominium Instruments; Required Consent

Section 7.1. Amendment. This Declaration, or any provision of it, may be amended, extended, modified, revoked or terminated as to the whole or any portion of the Property, only by agreement of Unit Owners of Units to which two-thirds of the votes in the Unit Owners' association appertain. Amendments made pursuant to this Section will inure to the benefit of and shall be binding upon all Unit Owners, their families, tenants, guests, invitees and employees, and their respective heirs, successors, and assigns.

Section 7.2. Effective on Recording. Any modification, amendment or revocation made in accordance with this Declaration will be immediately effective upon recording in the Clerk's Office.

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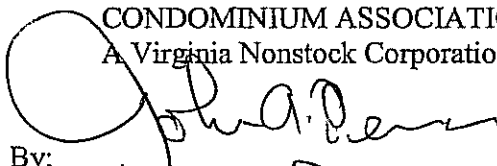
CERTIFICATION REQUIRED BY CONDOMINIUM ACT SECTION 55-79.71.D

The undersigned President of the Association does hereby certify that this Amended and Restated Declaration has been agreed to by the Owners of the Association to which two-thirds of the votes in the Association appertain, as is required by the provisions of Section 55-79.71.D of the Condominium Act, as evidenced by their signatures on file with the Association.

EXECUTED on the date first written above by duly authorized officer of the Association.

PINE CONE HARBOUR
CONDOMINIUM ASSOCIATION, INC.
A Virginia Nonstock Corporation

By:


John A. Pence, President

COMMONWEALTH OF VIRGINIA,
CITY OF HAMPTON, to-wit:

The foregoing instrument was acknowledged this 28th day of August, 2009,
before me, the undersigned Notary Public, by John Pence, President of Pine
Cone Harbour Condominium Association, Inc.


Notary Public

Notary Registration Number: # 276101

My Commission Expires: 8/31/2011

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF
PINE CONE HARBOUR, A CONDOMINIUM

Schedule A: Parcel ID Numbers, Page 1

08E043 05 B0EF01101	8001491	203 A DOCKSIDE DR
08E043 05 B0EF02201	8001493	203 B DOCKSIDE DR
08E043 05 B0EF03301	8001495	203 C DOCKSIDE DR
08E043 05 B0EF01102	8001492	205 A DOCKSIDE DR
08E043 05 B0EF02202	8001494	205 B DOCKSIDE DR
08E043 05 B0EF03302	8001496	205 C DOCKSIDE DR
08E043 05 B0FF01104	8001500	210 A DOCKSIDE DR
08E043 05 B0FF02204	8001504	210 B DOCKSIDE DR
08E043 05 B0FF03304	8001508	210 C DOCKSIDE DR
08E043 05 B0FF01103	8001499	212 A DOCKSIDE DR
08E043 05 B0FF02203	8001503	212 B DOCKSIDE DR
08E043 05 B0FF03303	8001507	212 C DOCKSIDE DR
08E043 05 B0FF01102	8001498	214 A DOCKSIDE DR
08E043 05 B0FF02202	8001502	214 B DOCKSIDE DR
08E043 05 B0FF03302	8001506	214 C DOCKSIDE DR
08E043 05 B0FF01101	8001497	216 A DOCKSIDE DR
08E043 05 B0FF02201	8001501	216 B DOCKSIDE DR
08E043 05 B0FF03301	8001505	216 C DOCKSIDE DR
08E043 06F01104	8001512	220 A DOCKSIDE DR
08E043 06F02204	8001516	220 B DOCKSIDE DR
08E043 06F03304	8001520	220 C DOCKSIDE DR
08E043 06F01103	8001511	222 A DOCKSIDE DR
08E043 06F02203	8001515	222 B DOCKSIDE DR
08E043 06F03303	8001519	222 C DOCKSIDE DR
08E043 06F01102	8001510	224 A DOCKSIDE DR
08E043 06F02202	8001514	224 B DOCKSIDE DR
08E043 06F03302	8001518	224 C DOCKSIDE DR
08E043 07F01101	8001521	225 A DOCKSIDE DR
08E043 07F02201	8001523	225 B DOCKSIDE DR
08E043 07F03301	8001525	225 C DOCKSIDE DR
08E043 06F01101	8001509	226 A DOCKSIDE DR
08E043 06F02201	8001513	226 B DOCKSIDE DR
08E043 06F03301	8001517	226 C DOCKSIDE DR

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF
PINE CONE HARBOUR, A CONDOMINIUM

Schedule A: Parcel ID Numbers, Page 2

08E043 07F01102	8001522	227 A DOCKSIDE DR
08E043 07F02202	8001524	227 B DOCKSIDE DR
08E043 07F03302	8001526	227 C DOCKSIDE DR
08E043 08F01104	8001530	230 A DOCKSIDE DR
08E043 08F02204	8001534	230 B DOCKSIDE DR
08E043 08F03304	8001538	230 C DOCKSIDE DR
08E043 08F01103	8001529	232 A DOCKSIDE DR
08E043 08F02203	8001533	232 B DOCKSIDE DR
08E043 08F03303	8001537	232 C DOCKSIDE DR
08E043 08F01102	8001528	234 A DOCKSIDE DR
08E043 08F02202	8001532	234 B DOCKSIDE DR
08E043 08F03302	8001536	234 C DOCKSIDE DR
08E043 08F01101	8001527	236 A DOCKSIDE DR
08E043 08F02201	8001531	236 B DOCKSIDE DR
08E043 08F03301	8001535	236 C DOCKSIDE DR
08E043 09F01104	8001542	240 A DOCKSIDE DR
08E043 09F02204	8001546	240 B DOCKSIDE DR
08E043 09F03304	8001550	240 C DOCKSIDE DR
08E043 09F01103	8001541	242 A DOCKSIDE DR
08E043 09F02203	8001545	242 B DOCKSIDE DR
08E043 09F03303	8001549	242 C DOCKSIDE DR
08E043 09F01102	8001540	244 A DOCKSIDE DR
08E043 09F02202	8001544	244 B DOCKSIDE DR
08E043 09F03302	8001548	244 C DOCKSIDE DR
08E043 09F01101	8001539	246 A DOCKSIDE DR
08E043 09F02201	8001543	246 B DOCKSIDE DR
08E043 09F03301	8001547	246 C DOCKSIDE DR
08E043 01F01101	8001443	209 ISLAND COVE CT UNIT A
08E043 01F02201	8001447	209 ISLAND COVE CT UNIT B
08E043 01F03301	8001451	209 ISLAND COVE CT UNIT C
08E043 01F01102	8001444	211 ISLAND COVE CT UNIT A
08E043 01F02202	8001448	211 ISLAND COVE CT UNIT B
08E043 01F03302	8001452	211 ISLAND COVE CT UNIT C
08E043 01F01103	8001445	213 ISLAND COVE CT UNIT A

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF
PINE CONE HARBOUR, A CONDOMINIUM

Schedule A: Parcel ID Numbers, Page 3

08E043 01F02203	8001449	213 ISLAND COVE CT UNIT B
08E043 01F03303	8001453	213 ISLAND COVE CT UNIT C
08E043 01F01104	8001446	215 ISLAND COVE CT UNIT A
08E043 01F02204	8001450	215 ISLAND COVE CT UNIT B
08E043 01F03304	8001454	215 ISLAND COVE CT UNIT C
08E043 02F01101	8001455	219 ISLAND COVE CT UNIT A
08E043 02F02201	8001459	219 ISLAND COVE CT UNIT B
08E043 02F03301	8001463	219 ISLAND COVE CT UNIT C
08E043 02F01102	8001456	221 ISLAND COVE CT UNIT A
08E043 02F02202	8001460	221 ISLAND COVE CT UNIT B
08E043 02F03302	8001464	221 ISLAND COVE CT UNIT C
08E043 04F01104	8001482	222 ISLAND COVE CT UNIT A
08E043 04F02204	8001486	222 ISLAND COVE CT UNIT B
08E043 04F03304	8001490	222 ISLAND COVE CT UNIT C
08E043 02F01103	8001457	223 ISLAND COVE CT UNIT A
08E043 02F02203	8001461	223 ISLAND COVE CT UNIT B
08E043 02F03303	8001465	223 ISLAND COVE CT UNIT C
08E043 04F01103	8001481	224 ISLAND COVE CT UNIT A
08E043 04F02203	8001485	224 ISLAND COVE CT UNIT B
08E043 04F03303	8001489	224 ISLAND COVE CT UNIT C
08E043 02F01104	8001458	225 ISLAND COVE CT UNIT A
08E043 02F02204	8001462	225 ISLAND COVE CT UNIT B
08E043 02F03304	8001466	225 ISLAND COVE CT UNIT C
08E043 04F01102	8001480	226 ISLAND COVE CT UNIT A
08E043 04F02202	8001484	226 ISLAND COVE CT UNIT B
08E043 04F03302	8001488	226 ISLAND COVE CT UNIT C
08E043 04F01101	8001479	228 ISLAND COVE CT UNIT A
08E043 04F02201	8001483	228 ISLAND COVE CT UNIT B
08E043 04F03301	8001487	228 ISLAND COVE CT UNIT C
08E043 03F01101	8001467	229 ISLAND COVE CT UNIT A
08E043 03F02201	8001471	229 ISLAND COVE CT UNIT B
08E043 03F03301	8001475	229 ISLAND COVE CT UNIT C
08E043 03F01102	8001468	231 ISLAND COVE CT UNIT A
08E043 03F02202	8001472	231 ISLAND COVE CT UNIT B

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF
PINE CONE HARBOUR, A CONDOMINIUM

Schedule A: Parcel ID Numbers, Page 4

08E043 03F03302	8001476	231 ISLAND COVE CT UNIT C
08E043 03F01103	8001469	233 ISLAND COVE CT UNIT A
08E043 03F02203	8001473	233 ISLAND COVE CT UNIT B
08E043 03F03303	8001477	233 ISLAND COVE CT UNIT C
08E043 03F01104	8001470	235 ISLAND COVE CT UNIT A
08E043 03F02204	8001474	235 ISLAND COVE CT UNIT B
08E043 03F03304	8001478	235 ISLAND COVE CT UNIT C

INSTRUMENT #090014305
RECORDED IN THE CLERK'S OFFICE OF
HAMPTON ON
AUGUST 31, 2009 AT 02:41PM

LINDA B. SMITH, CLERK
RECORDED BY: YXM