



# Restated Rules and Regulations **2015 Edition**

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## I. Introduction

The Governing Documents of the Amelia Island Plantation Community Association, Inc., (“AIPCA”) contain provisions designed to further the enjoyment and quality of life inherent in a premier residential and resort community. The AIPCA Board of Directors has the power and authority to adopt rules and regulations (“Rules and Regulations”) governing the use of Common Properties, Restricted Common Properties and facilities and the personal conduct of AIPCA members, their tenants and guests while at Amelia Island Plantation (“AIP”).

AIPCA, through its Security Department (“Security”) and through its Community Association Management Company, currently Castle Group (“CG”), has the responsibility to enforce the Rules and Regulations. Citations shall be issued for violations.

This 2015 edition of the Rules and Regulations consolidates amendments and additions and supersedes all previous editions. In addition to the Governing Documents, Federal, State and local laws and regulations also apply and are enforced by appropriate authorities.

**As used herein, the following terms have the following meanings:**

**AIPCA** - Amelia Island Plantation Community Association

**AIP** - Amelia Island Plantation

**ARB** - Architectural Review Board

**Resort** - Omni Amelia Island Plantation

**POC** - Property Owners’ Clubhouse

**CG** – Castle Group Management

**Club** - Amelia Island Equity Club

**ED** - Executive Director of AIPCA

**RFID Tag** – Radio Frequency  
Identification Tag

## **II. Vehicle /RFID Tags**

- A. RFID Tags are issued as follows:

Navy Blue – AIPCA Members

Light Blue - Non-Property Owner Club Members

Green – Ocean Club and Omni Employees

Red – Commercial Annual Registration Fee

Initial RFID Tag issued will require the vehicle owner to produce the vehicle registration to validate ownership.

- B. Commercial entry tags are issued to commercial vehicles who pay the \$200 Annual Fee. It authorizes them to access the AIP through any gate. There is no need for a Guest Pass. State driver's license and proof of insurance must be verified by Security for issuance of an Annual Commercial RFID Tag.
- C. Long-term renters (9 months or greater) are entitled to an AIPCA members vehicle RFID Tag.

## **III. Visitor-Guest-Commercial Entry Procedures**

- A. Amelia Island Plantation is a private gated community. By maintaining strict gate entry procedures, the safety and security of our community is significantly enhanced.
- B. All guest entry into AIP must be pre-authorized by Security. AIPCA members or Resort guests and renters staying on property who are inviting guests must pre- authorize entries by calling Security at 277-5914/5214; e-mailing [security@aipca.net](mailto:security@aipca.net); or accessing the Gatekeeper Entry system on the AIPCA website at [www.aipca.net](http://www.aipca.net) prior to the guests' arrival. Name(s) and destination of guests must be provided to Security.

- C. Gatekeeper Entry System is an internet-based entry system for the use of AIPCA members. AIPCA members are able to enter and delete guests, review guests entry activity and review vehicles registered with Security. Gatekeeper registration is also available by contacting Security at [security@aipca.net](mailto:security@aipca.net) or 904-277-5914. Vendors who do not have the annual registration must also be entered into Gatekeeper to obtain access.
- D. Dependents of AIPCA members shall not call in guests without the AIPCA member's written notification to Security. Dependents shall not place anyone on permanent guest lists at any time.
- E. If an AIPCA member or Resort guest staying on property expects multiple guests (more than six), a guest list must be entered into Gatekeeper, delivered to the AIP main gate or e-mailed to [security@aipca.net](mailto:security@aipca.net) prior to the expected arrival time.
- F. All permanent guest/commercial changes to an AIPCA member's record should be made in Gatekeeper. Send an e-mail to [security@aipca.net](mailto:security@aipca.net) or drop off a list with any guests, guest lists, permanent guests, or permanent commercial persons. The relation must be listed for anyone added to your permanent guest list.
- G. AIPCA members, Resort guests, renters or guests staying on property are responsible for the activities of their guests, contractors, vendors or service providers of any kind while they are on property. Any fines for violations of AIPCA Rules and Regulations by the guests are the responsibility of the AIPCA member.
- H. If a visitor has not been entered into the Gatekeeper system, Security will attempt to notify the AIPCA member or Resort guest staying on property for clearance. If clearance cannot be obtained, the visitor will not be admitted.
- I. As a private gated community, granting public drive-on access for events is the responsibility of the AIPCA member. Security must be notified and guest identified for input into Gatekeeper prior to the scheduled event.

#### **IV. Vehicle Use**

- A. Posted speeds and traffic signs will be observed by all drivers. Security may use radar and is authorized to stop violators. Violators will be issued citations. Fines may be imposed for two (2) or more instances of the same violation within one (1) year.
- B. AIPCA members are responsible to see that all member and guest vehicles are parked on their property. Parking on roadsides is

permitted only in an overflow situation, and then only temporarily (not to exceed 24 hours without informing the Director of Security). Parking of vehicles is not permitted on developed areas.

- C. Vehicle accidents involving property damage or personal injury will be reported to Security immediately.

## **V. RFID Tags**

### **A. General**

1. There are only two (2) means for entering the AIP property. A community member/guest or contractor shall either enter the community through the main gate, Long Point gate or through one of the other entrances utilizing an approved RFID tag. Authorized RFID tags for AIPCA members and Club members are available from Security. The devices are currently available for a \$25 fee. This is payable at the CG office, Castle Group Management, at 5442 First Coast Highway, Suite 400 Amelia Island, FL 32034. Bring the receipt to Security for the device. Each tag is uniquely assigned to an AIPCA member. If a community member/guest or contractor possesses an RFID tag onto AIP property may be at any entry to AIP property. In the absence of an RFID tag, entry will only be allowed through the main gate or the Long Point gate.
2. Commercial RFID Tags are available for a \$200 Annual Fee.
3. Resident guests, Resort guests and commercial vehicles without the Commercial RFID Tag must access the Plantation at a manned gate, either the main gate or Long Point. A paper pass is issued and must be displayed at all times. All guests, both commercial and other must be authorized access by the Resort or the resident by being listed in gatekeeper.
4. RFID tags are exclusively for the use of AIPCA members, immediate family members, designated employees approved by the Resort or the Club, non-property owners and Club members, qualified long-term renters and commercial persons enrolled in the commercial entry system. Immediate family is defined as: spouse, parents, grandparents, children, grandchildren, brothers, sisters, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, and son-in-law. Adopted and step members are included in immediate family. Immediate family member relationship must be identified in your permanent guest list if you authorize them a RFID tag.
5. Tampering with the RFID Tag or removal will result in the tag being ineffective and a new device would then need to be purchased.
6. Non-payment of AIPCA assessments and/or fines will result in your RFID device being deactivated.

7. The Activation of the RFID Tag may take up to 24 hours. During this time period, the community member may access the AIP through the Main Gate. You may also access the community through the Long Point gate after hours and the Marsh Point gate by using the call box.
8. Long-term renters (9 months or greater) shall obtain a RFID tag for a fee of \$25.00, RFID tag will be disabled at end of rental contract. Tenant(s) shall be required to provide a copy of the executed lease agreement to both Security and CG prior to being issued an RFID tag.

B. Liability

The use of the gate entry and exit system is at your own risk. The AIPCA is not responsible for damage resulting from the use of the gate entry and exit system at any time.

## **VI. Boats, Motorcycles, Recreational Vehicles, Trailers, Bicycles, Skate Boards, Model Boats and Other Motorized Vehicles**

A. Boats

1. Boats belonging to AIPCA members shall not be stored outside anywhere on property except at designated areas. AIPCA members shall store their boats in garages at their homes and may keep their boats outside their homes or villas for up to four (4) hours for cleaning and/or loading or unloading. If exceptions to this policy are necessary for occasional periods, Security must be notified.
2. Boats belonging to guests will be parked in designated areas. Indemnification forms must be filled out and delivered to Security. They shall not be stored in villa parking lots.
3. No boats or canoes will be allowed in lakes, ponds or lagoons within AIP. The sole exception to this rule is Red Maple Lake where they shall be used with restrictions as noted in Part IX. (Fishing)
4. The use by boat at **the Walker's Landing** facility are as follows:
  - All AIPCA members and guests who tie up at the dock and plan to leave their boat overnight must inform Security at 277- 5914/5214 or [security@aipca.net](mailto:security@aipca.net) of the boat's presence.
  - Boats docked overnight must use the inside (rather than the outside) docking area.

- The docking facility may be used for a maximum of three (3) days and two (2) nights by any AIPCA member or guest once each month.
  - Only two (2) boats may use the dock at the same time in the above manner.
  - Empty boat trailers should not be left overnight at Walker's Landing.
  - Boats docked and/or trailers at the facility are the responsibility of the AIPCA member. AIPCA assumes no liability for any damages or losses.
  - Storage of kayaks at Walker's Landing is subject to a Kayak Storage Rack Use Agreement and fee payable to AIPCA and subject to posted rules (See Appendix XXV).
- B. All Kayaks in the storage areas at Walker's Landing, Wild Grape and Laurel Oak must contact the Castle Group Office for Annual contract and payment. A decal will be issued along with an assigned storage space numbered slot. NO vessels may be stored on the ground. Any vessels not registered or left on the ground will be removed and sold or otherwise disposed of after reasonable notice. ALL kayaks, canoes and paddleboards are stored at the owner's risk. AIPCA shall not be liable for the loss or damage of any vessel.
- C. Motorcycles/Mopeds/Other Motorized "Off Highway Vehicles" ATV/ROV
- The above types of vehicles shall not be driven on AIP for any reason. They shall be brought into AIP via appropriate trailers and shall be stored in the AIPCA member's garage only. They shall be removed from AIP by trailer only.
- D. Recreational Vehicles (Motor Homes/Campers/Recreational Trailers/Boats)
1. The above recreational vehicles may be parked at homes or villas for up to four (4) hours for loading, unloading, or cleaning.
  2. AIPCA members must store these types of vehicles in garages or off-property. Guests shall park these types of vehicles in an area as designated. An indemnification form must be filled out and presented to Security.
  3. Motor homes and/or campers will not be occupied while on AIP.



#### E. Other Trailers

1. Other trailers such as flatbed trailers or storage trailers may be parked at homes or villas for up to four (4) hours for loading, unloading, or cleaning.
2. AIPCA members must store these types of vehicles in garages or off-property.

#### F. Bicycles

Bicyclists are encouraged to ride on the “bike/walking trails” where provided. If bicycle/walking trails are not available, bicycle must be ridden on the right side of the roadways. Bicycle riders must yield right of way to pedestrians and obey traffic signs, and signals. Joggers and pedestrians should be walking and/or running against the traffic and not impede any portion of the traffic flow.

#### G. Skateboards/Skates

These are permitted only if used in a safe and proper manner. Skateboarding on stairways and areas other than roadways and bike paths is prohibited.

#### H. Segways

Segway tours operated by the Resort shall be operated under a supervised professional guide with established rules and routes. Private segways, i.e., not part of a supervised tour, shall be permitted only if used in a safe and proper manner. Rules governing (H) island hoppers/carts shall apply to privately owned segways; their use is prohibited on public highways.

#### I. Island Hoppers/Carts

1. These shall only be operated on AIP property by persons 16 years old and over in possession of a valid driver's license.
2. Motorized and electric carts shall be driven in a “lawful and responsible” manner. Traffic signs shall be obeyed.
3. Island hoppers, carts, or other similar vehicles shall not be used on bike/walking trails. They can only be driven on the roadways within the AIP property.
4. There is no use of regular golf course paths by these vehicles except those playing golf with the following exception: The golf cart paths between

Long Point Road and Marsh Hawk Road and between Ocean Club Drive and Osprey Village are authorized for all hoppers and cart use 24 hours a day, 7 days a week.

J. Electric Bicycles

1. Electric bicycles shall be permitted only if used in a safe and proper manner.
2. Rules governing island hoppers/carts (Part VI, I, above), including the requirement that they be registered and receive a decal from Security, shall apply to use of electric bicycles.

K. Usage of Walker's Landing and Property Owners' Clubhouse. Rules and regulations for use of these facilities are published separately. A copy shall be obtained from the Castle Group office, and also can be found on [www.aipca.net](http://www.aipca.net). (See WL and POC use agreements, Appendices XXII and XXIII.)

## **VII. Animal Control**

- A. Keep pets on a leash when not safely confined on the member's property. Dogs are not permitted to run loose on AIP. Members must respect the rights of private property owners when walking dogs. This means abiding by the applicable Condo/HOA rules and rules of the Club and Resort, which prohibit dogs on the Club/Resort golf courses.
- B. AIPCA members shall not permit their pets to soil anyone's yard, personal property or common areas. The AIPCA member is responsible for the removal and disposal of pet waste.
- C. Barking dogs, creating disturbances to others, are not permitted.
- D. Dogs shall not be allowed to soil any of the beaches or dunes areas.
- E. Security will catch any dog running loose on property and notify the AIPCA members, if known. If the owner of the dog is not known or if the dog is not retrieved within four (4) hours, Animal Control shall be called to pick up the dog.
- F. Feeding of wildlife other than birds is strictly prohibited.

## **VIII. Fishing**

- A. Only AIPCA members and guests shall fish in any of AIP lakes or ponds.
- B. Net-casting for baitfish in any lake is strictly prohibited.
- C. Live bait fishing (with the exception of crickets and worms) is not permitted in any of the AIP lakes and ponds.
- D. Red Maple Lake and Aury Island Lake are designated for fishing. Catch and release is required for large-mouth bass and recommended for all species.
- E. Gas motors shall not be used in any AIP lakes or ponds unless they are being used for maintenance or to construct fish attracters in the lakes or ponds.
- F. Canoes and small boats with electric motors are permitted in the Red Maple Lake waters.
- G. Whenever applicable, all boaters must avoid getting in the way of golfers.
- H. The State of Florida does not require a fishing license for persons who wish to fish on private property; however, a fishing license is required for salt- water fishing. Fishing at Walker's Landing requires a fishing license.

## **IX. Soliciting**

No door-to-door soliciting is allowed on property. If this activity is observed, notify Security immediately. Manual distribution of commercial advertisements is prohibited without prior written approval from the AIPCA.

## **X. Firearms**

Discharge of any firearm or other weapon is strictly prohibited on AIP.

## **XI. Incidents involving AIPCA Member's Dependents and Guests under the Age of 18.**

- A. If a serious violation of the law (burglary, assault, etc.) is observed:
  - 1. Call 911 to report a crime, save a life or stop a fire.
  - 2. Notify Security.
  - 3. Security will notify parents, guardian or responsible party.

- B. If a minor violation of the law (drinking, intoxication, traffic violations, etc.) is observed:
  - 1. Call Security to report the incident.
  - 2. Security will notify parents.
  - 3. Release suspect(s) to parent(s).
- C. If Security determines that a crime has occurred, Security shall contact the Sheriff's Office and file a written report with the Sheriff's Office.

## **XII. General Rules**

- A. As a benefit to association members, the Security Department will maintain an AIPCA member's door key for emergency entry only. Security is not authorized to issue an AIPCA member's key to anyone, including but not limited to, vendors, contractors, or guests. However, if an AIPCA member insists that his or her key be issued to someone (thereby invalidating the key's security), then this AIPCA member's emergency key benefit will not be reinstated. Any use of keys will be only by Security officers.
- B. No deliveries of any kind will be accepted at the Main Gate by Security.
- C. Holiday decorations shall be consistent with the AIPCA Community-Wide Standard for Property Maintenance and tastefully displayed.
  - 1. Holiday decorations may be displayed from Thanksgiving until the first week in January and shall be removed **no later than January 15<sup>th</sup>**.
  - 2. All other decorations (e.g. Easter, 4th of July, Halloween etc.) may be displayed for one week prior to the occasion and shall be removed within seven (7) days after the holiday.
- D. Damaged or unsightly mailboxes shall be repaired, repainted or replaced immediately. "Damaged" shall be defined to include any mailbox that has been damaged or needs repair; "unsightly" shall mean that the mailbox needs cleaning or is not in compliance with the regulated type of mailbox. House numbers must be visible and placed on the mailbox post.
- E. All garage doors shall be kept closed when not in use.
- F. The use of rocks, fencing, posts, bollards and reflectors on stakes is prohibited in the residential Rights of Way. Temporary protective barriers, designed

according to the established standard, may be installed with prior written approval of AIPCA. See Part XIV (A). This includes the installation of temporary sticks and strings as approved by the AIPCA. Please see Appendix on Sticks and Strings Policy.

- G. AIPCA members absent from their property for extended periods shall notify Security so that periodic house checks of their property shall be made. AIPCA member must identify if any packages delivered during this time can be picked up and stored at Security until the AIPCA member returns. AIPCA members using this service will notify Security immediately upon their return.
- H. No fireworks are permitted. Exceptions are professionals engaged by the Resort or Club. The Resort or Club contracts with professionals should specify that fireworks are not permitted after 10:00 p.m.
- I. AIPCA-maintained dumpsters at Walker's Landing, Drummond Park, and other community sites shall not be used for personal trash disposal or construction debris unless such trash or debris is generated at the respective site.
- J. Music will not be allowed after 10 p.m. on property owned by AIPCA unless a request for an extension to this time limitation is approved by the ED, pursuant to authority delegated by the AIPCA Board. The charge for an approved extension shall be at the existing hourly rate of \$250 charged by AIPCA at the time of the request.
- K. No noxious or offensive activity or noise shall be carried out upon any lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood.
- L. AIPCA members with property on the rental market or renting out as a "private rental" must inform Security of the agency, if any, responsible for the unit and must notify Security of the name and length of stay of any tenant in such unit. This ensures, among other things, that any tenant, during his or her stay, is authorized to admit guests by calling Security and providing the required information.
- M. No signs of any type or kind, temporary or permanent, shall be placed anywhere on property. The only exception to this rule is one (1) security sign, which shall be placed in close proximity to the front of the home.
- N. Covers (car covers, tarps, etc.) shall not be visible from any AIPCA Common Property. AIPCA members will not maintain on their property inoperable or unregistered vehicles and will not repair vehicles on their property outside of an enclosed garage.

- O. AIPCA members shall control pests such as weeds and insects, which would have a negative impact on a landscape element. If these services are contracted, they shall be performed by a State of Florida licensed applicator and conform to state laws. The AIPCA member shall remove application-warning signage as quickly as allowed by law.
- P. Failure to stop or fleeing from Security in conjunction with enforcement is a violation of these Rules and Regulations.
- Q. Where, in the opinion of the ARB, a tree does not pose a danger, or does not significantly or adversely impact the neighboring property or the overall community appearance, AIPCA discourages its removal but allows the tree to be removed with mitigation. The purpose of mitigation is to ensure that there are young trees of a similar species planted to replace the removed trees so as to maintain the unique forest cover of Amelia Island Plantation. (See Tree Responsibility and Removal Policy Appendix XXV). All of these policies are available on the ARB website at [www.aip-arb.com](http://www.aip-arb.com).

### **XIII. Property Maintenance Standards**

AIPCA members have the responsibility for maintaining their property commensurate with the AIPCA Community-Wide Standard for Property Maintenance. Each property is to be kept clean and attractive at all times and shall not detract in any way from the overall beauty, natural setting, and safety of the AIP community, per the Class A, Class B and Class C Covenants, Part 1, paragraph 8. (See AIPCA Community-Wide Standard for Property Maintenance Appendix XXVIII.)

Members may erect with prior written AIPCA approval a temporary protective barrier, designed according to the established standard, to protect their landscaped property from damages associated with activities. (Please see Appendix on Sticks and Strings Policy Appendix section XXVII).

- A. Firewood shall be stacked neatly in an area not visible from any common area.
- B. Trash cans and recycle bins, boxes, bags and all litter must be kept within the walled or enclosed areas of the property or garages at all times for pickup. Containers of this type are not permitted at any time in driveways or areas from which they can be viewed by other residents or from walkways or roadways.
- C. Disposal of yard debris is the homeowner's responsibility. This includes the debris from private maintenance contractors. Yard debris should not be deposited on vacant lots, common property, or left on the roadside. Yard debris pick-up is available from Martex Services (904-261-5364). A fee will

be charged. Debris piles shall only be placed at the end of the driveway 24 hours in advance of scheduled pick up.

- D. Outdoor Lighting: Timed exterior lights shall be set ½ hour before sunset to turn on, and ½ hour after sunrise to turn off. All lights shall be maintained in safe, operable and aesthetically pleasing condition.

#### **XIV. Common Properties (Green Belts) and Conservation Area Management Policies**

The following policies are intended to maintain the natural areas and common properties in their natural condition; however, the policies are not intended to conflict with the authority of the Resort, the Club or the AIPCA to implement control programs for pests and fire hazards, nor to prevent the utilization of common properties in other ways consistent with the adopted covenants and restrictions.

- A. Dead trees shall be allowed to remain on AIP common properties or conservation areas unless they pose a threat to improved property. Determination of such threat is to be made by AIPCA.
- B. Dead shrubs, palm fronds and similar debris shall not be removed from common areas and conservation areas except where the buildup of such debris shall constitute a fire hazard, as determined by AIPCA. In addition, AIPCA may authorize the selective clearing of such materials located within the first ten feet of such common areas and conservation areas where they are adjacent to active use areas such as bike paths, roadways, golf fairways and developed residential and Resort properties. Areas of greater than ten feet shall be selectively cleaned where approved by the ARB upon the request of AIPCA.
- C. Notwithstanding the above policies, common properties and conservation areas fronting all lakes, lagoons, ponds, waterfront and marsh front areas shall be preserved substantially in their present natural state. AIPCA may authorize, in writing, moderate clearing of such areas for views and breeze based upon the following standards:
  - 1. Shall be adjacent to a residential or Resort property or a recreational area.
  - 2. Shall not negatively impact adjacent or nearby residential or Resort properties, or the occupants thereof.
  - 3. Shall not reduce the natural character or significantly reduce the wildlife habitat value of the common property.

4. Shall not include removal of trees over six inches in diameter at a point two feet above ground level unless such trees are responsible for the blocking or impeding of the flow or drainage of surface water.

## **XV. Pools**

Pools located at the various villa associations are for the respective villa association owners and/or guests. These are private pools, paid for by those villa association owners, and are not open to anyone else, except by invitation.

## **XVI.**

### **Rules and Regulations for Commercial/Contractor Companies**

- A. By gaining access to AIP, all commercial persons are acknowledging they are subject to the Rules and Regulations of AIPCA.
- B. Commercial work will be allowed Monday through Sunday during the following hours: 7:30 a.m. to 6:00 p.m. all year.
- C. No outdoor or noise-generating commercial work is allowed prior to 7:30 a.m. or after 6 p.m. on Monday through Saturday, or on Sundays or major holidays.
- D. Anyone not pre-authorized to enter property will be denied access to AIP unless the property owner has issued approval to security.
- E. Any commercial person enrolled in the Commercial Device Entry system is exempt from any pre-authorization requirement.
- F. Contact the CG office to begin the process at 904-491-9850 for preauthorization.
  1. For remodeling or repair of an existing home, the AIPCA member is responsible to pre-authorize commercial entry. The member shall designate, in writing, through the gate keeper system, authorization for the general contractor to grant commercial entry for the specific project.
    - Authorized persons can e-mail Security at [security@aipca.net](mailto:security@aipca.net)
    - Authorized persons can submit a written list to the AIP Main entry gate or by email to Security.



2. For new construction, Security has assigned a physical address to every lot on AIP as identified by Nassau County's 911 emergency response system. It is incumbent upon any contractor entering AIP for work to identify the address number where work is being done. Lot numbers do not meet this requirement. General contractors will specify an entrance "authorization person" and authorizing e-mail (if applicable) for any construction job on AIP. This person's name and e-mail (if applicable) will be submitted to Security in writing. This entry "authorization person" must supply Security with a list of employees to access property for this job. The general contractor is responsible to ensure all sub-contractors comply with the entry list requirement through the "authorization person" specified. Authorization lists from anyone else and phone calls for entry will not be honored. Names must be submitted, in writing, a minimum of 24 hours before entry will be allowed. Termination or rescinding entry authorization of any employee will be submitted immediately to Security in writing. Written submission of authorized lists can be done two ways.
- Authorized persons can e-mail Security at [security@aipca.net](mailto:security@aipca.net)
  - Authorized persons can submit a written list to the AIP Main entry gate or by email to Security.
- G. All commercial vehicles (builders, contractors, workers, vendors) will receive an entry pass. This pass will be valid for the date specified and must be displayed while on property. Commercial gate device enrollees are exempt from the entry pass requirement. All commercial vehicles who have obtained an annual pass are exempt from entering through the main gate.
- H. Commercial vehicle RFIDs shall be obtained from Security on an annual fee basis. The fee is paid at the CG office, Castle Group Management, at 5442 First Coast Highway, Suite 400 Amelia Island, FL 32034.
- I. Contractors shall not conduct interview of applicants within AIP. No visitors, non-working family members, or pets of any kind are permitted on job sites.
- J. No phone calls for contractors or their employees will be accepted by Security unless it is an emergency.
- K. Commercial vehicles, with a trailer, must have an orange cone at the outermost rear corner of the trailer when parked on the roadway. Commercial trailers will not be left on the side of roadways overnight.
- L. No loud music will be allowed on construction sites. All contractor personnel will always have on shirts, pants and shoes.

- M. Loose material of any kind contained in open trucks must be covered while moving on AIP property.
- N. All job sites must have a dumpster and a sanitation facility (port-a-let). These units must be in place when construction starts. Construction will be halted if this requirement is not met. Port-a-lets must be placed for minimum visibility from the road. All dumpsters must be emptied when full and must have a cover over dumpster at all times unless in active use. All jobsites are to be kept clean and free of debris.
- O. Any requests by contractors for emergency exceptions will be made via Security.
- P. Roads will not be blocked nor traffic flow impeded during construction. Momentary blocking for loading/unloading is authorized. Security is authorized to halt construction work for non-compliance.
- Q. Contractors are responsible for maintaining professional behavior at their worksites. Congregating on roadside to smoke, take breaks or eating and cooking is not permitted. Violations are subject to fines of \$200.00 per incident and/or denial of property access for a period of six (6) months.

## **XVII. Violations of Community Standards**

- A. Community Standards Generally. All property owners, residents, tenants, guests, and other invitees are required to abide by the standards of behavior and property maintenance found in all of these documents, as amended from time to time:
  - The Declaration of Covenants and Restrictions for Amelia Island Plantation;
  - The Class “A”, Class “B”, and Commercial Use Covenants, for Amelia Island Plantation;
  - The Bylaws of Amelia Island Plantation Community Association, Inc.;
  - These Rules and Regulations; and
  - The Amelia Island Plantation Community-Wide Standard for Property Maintenance.

For convenience and brevity, the term “violation” is used hereafter to refer to any noncompliance with any provision of the foregoing documents.

- B. Community Standards Review Committee. To assist in the administration and enforcement of these and all Rules and Regulations, the AIPCA President shall appoint, with the approval of the AIPCA Board of Directors, an Administration and Community Standards Review Committee consisting of one Board member and two AIPCA members-at-large. Said committee shall, from time to time, review the nature of complaints and matters relative to violations of the By-Laws and the Rules and Regulations and the AIPCA

Community-Wide Standard and make recommendations to the AIPCA Board of Directors. The Committee shall report to the Board the status of its work.

- C. Hearing Panel. The Hearing Panel shall consist of at least three AIPCA members appointed by the Board of Directors who are not officers, directors, or employees of AIPCA, or the spouse, parent, child, brother, or sister of an officer, director or employee of AIPCA. The Hearing Panel shall meet as directed by the Board of Directors.
- D. CG and AIPCA Director of Security. The CG and AIPCA Director of Security are authorized to conduct reasonable inspections for suspected and alleged violations, and to engage in such communications as they deem advisable to seek an amicable resolution of all violations.
- E. Fine and Suspension Hearings. If the CG and/or AIPCA Director of Security deem a violation to be incurable through amicable communications, the CG shall cause to be delivered to the appropriate parties a written notice containing the following:
  - 1. A statement of the violation;
  - 2. The provision of the covenants, rules and regulations, or community-wide standards that has been or is being violated;
  - 3. A statement that the property owner must cure the violation prior to the next meeting of the Board of Directors;
  - 4. The date, time, and place for the next meeting of the Board of Directors and of the Hearing Panel;
  - 5. Notice that CG will present the evidence of the violation to the Board of Directors at its next meeting if the violation is not cured prior to the date of that meeting;
  - 6. Notice that the Board of Directors may, by majority vote, levy a fine of up to \$100.00 per violation, or \$100.00 per day for a continuing violation, up to a maximum of \$25,000.00 in the aggregate;
  - 7. Notice that the Board of Directors may, by majority vote, suspend the right of the member, or the member's tenants, guests, and/or invitees, to use AIPCA common areas and facilities, including the use of gates other than the main gate, Long Point or Marsh Point entrances to AIP;
  - 8. Notice that a fine imposed by the Board of Directors that is not paid may become a lien against the member's property, and that AIPCA may seek recovery of its costs and attorney fees in addition to the amount of the fine; and
  - 9. The date, time, and place of the next meeting of the Hearing Panel, together with a statement that, if the Board of Directors levies a fine or

suspension, the property owner and the resident, tenant, guest or invitee will be given the opportunity to respond and present evidence and argument to the Hearing Panel, which may approve or reject the fine or suspension.

- F. Other Relief. Nothing herein shall be construed so as to limit or impose any conditions precedent on AIPCA's right to pursue any other remedy, including without limitation injunctive relief, allowed by law for any violation.

## **XVIII. Nonpayment of Monetary Obligations**

- A. Suspension of Right to Use Common Areas. If a member is more than ninety (90) days delinquent in paying a monetary obligation due to the association, including without limitation a fine imposed by the Board of Directors and confirmed by the Hearing Panel, the Board of Directors may suspend the rights of the member and the member's tenants, guests and invitees to use AIPCA common areas and facilities, including all gates other than the main entrance to Amelia Island Plantation, until the monetary obligation is paid in full. The CG Management Team shall provide the Board of Directors with a written report at each Board Meeting with a listing of those community members who are subject to a suspension of use rights and privileges. Upon approval by the Board of Directors, the community member shall be provided written notice by regular and certified mail.
- B. Suspension of Voting Rights. The Board of Directors may suspend the voting rights of a member for the nonpayment of any monetary obligation that is more than ninety (90) days delinquent, including without limitation a fine levied by the Hearing Panel. The CG Management Team shall provide the Board with a written report at each Board Meeting with a listing of those community members who are subject to a suspension of voting rights. Upon approval by the Board of Directors, the community member shall be provided written notice by regular and certified mail.

## **XIX. Neighborhood Area Improvements**

- A. "Neighborhood Area" shall mean and refer to those parcels, tracts or lots of land located in close proximity to each other that are intended for, and have been subdivided for, use as sites for family dwelling units, whether single family or multi-family, and that are approved by the Board of Directors as a "Neighborhood Area."
- B. Neighborhood areas that have been allowed to develop naturally shall not be altered without written permission from the AIPCA Board. Any such

approved changes will be made at the affected AIPCA members' expense. AIPCA will spend no money on individual neighborhood improvements unless:

1. The area is one whose improvement would regularly be viewed by and/or benefits a significant percentage of the community.
  2. The area has fallen into a state of disrepair, which reflects negatively on the community as a whole.
- C. Any neighborhood that wishes to make improvements to a Neighborhood Area should submit its plans to the AIPCA Board of Directors for consideration. If AIPCA Board approves the request, the proposed Neighborhood Area must then submit its plan to the ARB for consideration. After approval from the ARB and establishment of the improvements, AIPCA will assess the Neighborhood Area for maintenance costs of the improvements.

## **XX. Practice Regarding Memorial Gifts**

Whenever an AIPCA member desires to make a donation in memory of a loved one, the following options and procedures are applicable:

- A. Memorial Garden:
1. Those who wish to make a donation to the Memorial Garden located adjacent to the lake off Beach Walker Road near Hole 3 of the Ocean Links course shall submit a request to the ED who shall submit the request to the AIPCA Board of Directors for approval. Donations may include: landscape elements such as shrubs, small trees, benches, or a financial donation towards the ongoing upkeep and future enhancement of the Memorial Garden. Names of those memorialized will be engraved on pavers forming a path within the garden. A master plan of the garden is available for review from the CG.
  2. For information on obtaining a personalized brick or making a donation contact the Castle Group Management at 904-491-9850.
- B. Memorial Trees:
1. Those who desire to have a memorial tree planted will submit a request to the ED for approval by AIPCA Board of Directors. The ED will locate and designate sites on AIPCA common properties for the planting of memorial trees.

2. Original purchase, planting, and plaque expense will be borne by the donor. Subsequent maintenance (fertilizing, pruning, etc.), if required, will be the responsibility of AIPCA.
3. The name of the deceased along with the type of tree and its location will be placed on a large plaque containing the names of others so memorialized. This panel will be displayed in the POC or such other location as may be determined by the AIPCA Board. Memorial plaques for donations after the date of the 2013 Rules and Regulations will not be located on or near the tree or other planting.
4. Donors, at their option and cost, may replace a memorial tree that has died.
5. Trees with memorial plaques installed prior to the adoption of the 2013 Rules and Regulations may remain if so desired by the donor. However, no new plaques on memorial trees will be offered. As an alternative to leaving existing plaques, a donor may elect to remove the plaque from the tree and have it placed on the POC panel or other display area designated by the AIPCA Board.

## **XXI. Address Changes**

As per Article VIII, Section 3, of the AIPCA Covenants and Restrictions, it shall be the obligation of every member to immediately notify CG of the Association in writing of any change of address. This shall be accomplished by notification to AIPCA, in writing, of the change. This can be done by e-mail to [aipca@castlegroup.com](mailto:aipca@castlegroup.com), in person or by letter mailed to: AIPCA, 5542 First Coast Highway, Suite 400 Fernandina Beach, FL 32034.

## XXII. Appendix: Walker's Landing Usage Agreement



### WALKER'S LANDING USE AGREEMENT

Walker's Landing (the "Facility") is owned by AMELIA ISLAND PLANTATION COMMUNITY ASSOCIATION, INC. ("AIPCA") and designated as a "Common Property" under the Covenants. It is located off Marsh Creek Road in a residential area of Amelia Island Plantation. Users and their guests, as specified in this agreement ("Agreement"), are encouraged to enjoy the Facility while observing the provisions of this Agreement. A list of suggested catering operations will be provided to Users upon their request.

#### Who May Use The Facility?

The Facility is available for use by property owners ("Owners"), Omni Resort at Amelia Island Plantation ("Omni") and their guests and by the Amelia Island Club ("Club") for events sponsored by the Club or a Club member. Reservations may be made up to eighteen (18) months in advance of an event ("Event") to be held at the Facility.

Owners may reserve the Facility for themselves, family or guests provided that the Owner takes responsibility for signing this Agreement, paying all applicable fees and other costs, and is in attendance at the Facility at all times when the Event shall occur.

The Club may reserve the Facility for Events sponsored by the Club or a Club member at the Owner's rate, as set forth below, provided that, when a third party is involved, the Club may do so only on a pass-through basis.

On a rolling consecutive eighteen (18) month period, Omni may reserve up to six (6) Saturday night events without a corresponding confirmed guest reservation. If an Owner wishes to make a confirmed booking on a date held unconfirmed by Omni, Omni shall have seven (7) days to confirm the booking with a guest reservation. Otherwise, Omni's reservation shall be cancelled in accordance with the Cancellation Policy set forth below. Once an Omni reservation is replaced by a confirmed booking, either by an Owner or Omni, Omni may select an alternative available date to reserve. Omni shall be entitled to a maximum of six (6) such reservations during a consecutive eighteen (18) month period.

A copy of this Agreement signed by the Owner, Omni executive or Club official shall accompany any request to reserve the Facility. Payment in full of the usage fee set forth above is due within thirty days of making a reservation.



**To be completed by Owner, Omni and/or Club:**

The Event (type of party): \_\_\_\_\_

Event Date: \_\_\_\_\_ Event Time: \_\_\_\_\_ Attendees: \_\_\_\_\_  
**(Fire Code Maximum Occupancy is 253)**

The User (please print): \_\_\_\_\_

Type of User: Property Owner \_\_\_\_\_ Omni \_\_\_\_\_ Club \_\_\_\_\_

Name & Title of Omni or Club executive/official requesting reservation:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address of User: \_\_\_\_\_

Telephone: Home \_\_\_\_\_ Work \_\_\_\_\_ Other \_\_\_\_\_

E-mail Address (optional): \_\_\_\_\_

User Point of Contact:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address of User: \_\_\_\_\_

Telephone: Mobile (required) \_\_\_\_\_ Other (optional) \_\_\_\_\_

E-mail Address (required): \_\_\_\_\_

Use Time: From: \_\_\_\_\_ To: \_\_\_\_\_ **(By Midnight)**  
(Use Time Includes Set Up and Take Down)

Alcohol: Will Be Served \_\_\_\_\_ Will Not Be Served \_\_\_\_\_

Outside Tent: Will Be Installed \_\_\_\_\_ Will Not Be Installed \_\_\_\_\_

Outside Electric Hook-Up: Will Be Used \_\_\_\_\_ Will Not Be Used \_\_\_\_\_

**Identify all outside vendors (including caterers, disk jockey or bands) providing services at the Facility. Include where applicable their license number and certificate of insurance. Outside vendors are required to sign and submit to AIPCA prior to the Event an Release, Hold Harmless and Indemnity in the form attached to this Agreement as EXHIBIT A.**



Vendors: \_\_\_\_\_ Telephone: \_\_\_\_\_

Applicable License & Number: \_\_\_\_\_

Certificate of Insurance: Attached \_\_\_\_\_ Not Attached \_\_\_\_\_

Indemnification: Attached \_\_\_\_\_ Not Attached \_\_\_\_\_

Vendors: \_\_\_\_\_ Telephone: \_\_\_\_\_

Applicable License & Number: \_\_\_\_\_

Certificate of Insurance: Attached \_\_\_\_\_ Not Attached \_\_\_\_\_

Indemnification: Attached \_\_\_\_\_ Not Attached \_\_\_\_\_

**This Section shall be completed by AIPCA:**

Use Fee Due Date: \_\_\_\_\_ Received Date: \_\_\_\_\_

Guest List Due Date: \_\_\_\_\_ Received Date: \_\_\_\_\_

Vendor Indemnification Due Date: \_\_\_\_\_ Received Date: \_\_\_\_\_

Omni/Club Designated Representative Due Date: \_\_\_\_\_

Omni/Club Representative Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone Number(s): \_\_\_\_\_

**\*\* Submit Guest List to Security by either:**

**Email:** security@aipca.net

or

**Fax:** (904) 491-4446

or

**US Mail to:**

Amelia Island Plantation Security,  
P.O. Box 15729,  
Fernandina Beach, Florida 32035

AIPCA allows the use of the Facility by the User subject to the following:

## **TERMS AND CONDITIONS OF USE AND RULES AND REGULATIONS**

**ALCOHOL:** Florida State Laws must be followed when serving alcoholic beverages. No minor, under the age of twenty-one (21), shall be served or permitted to consume alcoholic beverages. Alcoholic beverages shall not be sold at the Event and shall only be provided to or served to adults in a responsible manner.

**AUTOMOBILES:** Parking at the Facility is limited to the non-landscaped natural areas along the entrance road (but not on Marsh Creek Road) and in front of the building. Parking spaces are not marked, but no more than ninety (90) vehicles can be parked in the available space. For these reasons, the User is solely responsible for ensuring compliance with the following:

1. The User shall be responsible for informing all guests with private automobiles about parking restrictions and the strict enforcement of posted speed limits in Amelia Island Plantation.

2. All vehicles must be parked in such a way that an ingress/egress route to the building is left clear at all times before, during, and after the Event.

3. For all Events with 100 or more guests, the User *must* either (a) arrange for buses, vans, or car pools; or (b) engage at least one AIPCA-approved parking attendant to assist and direct guests in parking their vehicles. A list of such parking attendants can be obtained through the Facility Manager at (904) 753-6504.

**BOOKING:** For any booking to occur in 24 hours or less from the time of booking, User shall contact the Facility Manager, Tyrone Rhodes, and establish whether the Facility is or can be made available within the time provided. User shall confirm to AIPCA's management company (Castle Group) that User has confirmed availability with the Facility Manager.

### **CANCELLATION/REFUND POLICY:**

Refunds of Usage Fees for Cancellations shall be in the percentages and on the terms set forth below:

More than 120 days in advance of the Event	100%
91 to 120 days	75%
61 to 90 days	50%
30 to 60 days	25%
30 days or less	No refund

**If the facility is undergoing major renovations or emergency repairs, or is unavailable because of other emergency situations, AIPCA reserves the right to relocate an Event to an alternate suitable location, if available, or cancel the booking. If the booking is cancelled, a full refund will be provided.**

**CHILDREN:** The activities of children and young adults under the age of twenty-one (21) shall be supervised by an adult.

**CLEAN UP:** The User shall be responsible for returning the Facility in the same condition it was in when delivered to the User. Doors and windows shall be secured and lights and fans shall be turned off. Tables and chairs shall be returned to the storage area. The Facility shall be left in a broom clean condition. Trash cans and trash bags are not provided: please bring your own. All trash shall be deposited in the dumpster located in the parking lot. For a fee, cleaning services may be hired to accomplish these tasks. Clean up costs incurred by AIPCA will be charged to the User, with a minimum charge of \$200.00.

**CODE OF CONDUCT:** The User shall be responsible to insure that all attendees adhere to a proper code of conduct and use of the Facility, which will not cause injury to other persons or damage to the Facility, its furnishings, equipment or grounds or unreasonable intrusion into the surrounding residential neighborhood.

**CONTACT AND WALKTHROUGH:** Each event must have designated a primary event organizer and/or point of contact ("Point of Contact"). The User must:

1. Provide the name, email address and cell phone number of the Point of Contact to Security ([Security@aipca.net](mailto:Security@aipca.net)) and the Facility Manager, Tyrone Rhodes ([ktyrone@bellsouth.net](mailto:ktyrone@bellsouth.net)).

2. Ensure that the Point of Contact arranges to meet with the Facility Manager and conducts a walk-thru of the Facility with the Facility Manager prior to the scheduled event.

**DAMAGE:** The cost of any damage to the Facility, its furnishings, equipment or grounds shall be charged to the User.

**DECORATIONS:** Decorations shall be applied only with removable tape.

**FIREPLACE:** The fireplace shall be used responsibly. Embers remaining at the end of the Event shall be banked to the rear of the fireplace and the fireplace screen shall be closed securely.

**FIREWORKS:** Fireworks are prohibited at the Facility and on the grounds.

**GUESTS:** The User shall provide Security with a guest list of all non-property owner guests and all non-resort guests seven (7) days prior to the Event Date. The Event shall be by invitation only and shall not be noticed in the media. Guest lists may be mailed, emailed, or faxed to Security.

**KEYS:** Keys to the Facility shall be obtained from and returned to Security at the Main Gate. Loss of keys will result in a replacement fee charged to the User.

**MUSIC:** Music and speech amplification outside of the Facility and any time after ten o'clock (10:00) p. m. are prohibited.

**PORTABLE BAR:** The portable bar shall be moved with special care and moved only on the mat.

**PROCEDURES:** Users are required to adhere to the following procedures when using the Facility:

- a. To protect floors, furniture such as chairs and tables shall be lifted into place, not dragged across the floor.
- b. Care should be taken when moving furniture in and out of the Facility not to nick or scratch the walls. Screen doors should be locked open with the mechanism on the doors, and should not be forced open with furniture, feet, shoulders, etc.
- c. No open flames, except in the fireplace, are permitted anywhere in or on the Facility. Wax, lighted candles may be used when suitably enclosed with a base to catch wax and a chimney to contain the flame.
- d. Outdoor fires, including those in portable fire pits, are prohibited.
- e. The kitchen is a food staging, warming/refrigerating and clean-up area only. It is not, nor is it intended to be used as, a full-service kitchen. Food preparation and cooking should be done by the caterer at the caterer's facilities except grilling may be done in the grilling area or in the designated area behind the kitchen. Care should be taken to make sure that foods are scraped into garbage bags. Food is not permitted to be scraped into the sinks where it can cause clogging of the drain.
- f. All damages must be documented by pictures and a written report to Castle Group and the Facilities Manager within 24 hours of the Event's conclusion.
- g. In the event of issues with HVAC, electric or plumbing, notice shall be provided immediately by telephone to Security and the Facility Manager.
- h. All furnishings, decorations and other set-up materials shall be removed and the Facility cleaned-up prior to midnight on the evening in which the Event is held. This is necessary to provide time to prepare for the next-scheduled event.
- i. The User or Point of Contact shall complete and leave with Security (at the Main gate) prior to departure the post-rental interior and exterior checklists (EXHIBITS B & C), noting the date and time of departure.

**USAGE FEE:** The following usage fees shall be applicable for use of the Facility.

Usage Fees	Property Owners	Omni
Sunday through Thursday	\$500	\$1000
Friday and Saturday	\$750	\$2000
Special discounts on usage:	25% if booked less than 60 days in advance	
	50% if booked less than 30 days in advance	

**RISK OF LOSS AND INDEMNIFICATION:** The undersigned covenants and agrees that the Omni Amelia Island Plantation and AIPCA and their respective directors, members, officers, agents and employees shall not be liable for and agrees to defend, indemnify, release and hold Omni Amelia Island Plantation and AIPCA and their respective directors, members, officers, agents and employees harmless from and against any and all liability for loss or damage to property or injury to or death of any and all persons that may be occasioned by, directly or indirectly, any cause whatsoever pertaining to the leasing of the Facility or the Event or arising by reason of or in connection with the occupation or the use of the Facility or the presence of any person or property on, in or about the Facility and all causes of action and attorneys' fees and any other expenses incurred in defending any claims, suits or actions which may arise as a result of any of the foregoing.

**SAFETY:** The User shall encourage all guests and vendors to comport themselves in a safe and responsible way, both at the Facility and while traveling to and from it, to respect the surrounding residential neighborhood and to comply with the posted speed limits and traffic regulations of Amelia Island Plantation.

**SMOKING:** The Fire Code shall be observed. Smoking is prohibited within the Facility and inside the screened porch. Extreme care should be exercised when smoking on the outside deck area.

**SPIKED SHOES:** Spiked shoes are prohibited in the Facility.

**USER:** The User shall be continuously in attendance at the Event from its commencement to its conclusion. The User shall be responsible for insuring that attendees and vendors comply with the Terms and Conditions of Use and Rules and Regulations. As used in this Paragraph, User shall mean respectively of the party signing this Agreement: the Owner, a designated representative of Omni or a designated representative of the Club. In the case of Omni and the Club, the name of the designated representative shall be provided to AIPCA and Security prior to the day of the Event.

**WAIVER OF LIABILITY:** AIPCA, and its agents acting on behalf of AIPCA, may, in its or their sole discretion, require waivers of liability when AIPCA or its agents deem that circumstances so require.

**THE UNDERSIGNED USER, BY INITIALING EACH PAGE AND BY SIGNING BELOW, ACKNOWLEDGES AND AGREES THAT THE USER HAS READ AND UNDERSTANDS THIS AGREEMENT, THAT THE USER WILL COMPLY WITH THE TERMS AND CONDITIONS OF USE AND THE RULES AND REGULATIONS, AND THAT THE USER UNDERSTANDS THAT FAILURE TO COMPLY MAY RESULT IN LOSS OF THE PRIVILEGE TO FURTHER USE THE FACILITY.**

---

User

Date

Reservation requested

---

Amelia Island Plantation Community Association, Inc.

Date

Please make Checks Payable and mail to:

Amelia Island Plantation Community Association, Inc  
5542 First Coast Highway, Suite 400  
Fernandina Beach, Florida 32034

(No Third Party Checks Accepted)

**THIRD-PARTY VENDOR RELEASE, HOLD HARMLESS AND INDEMNITY**

The undersigned covenants and agrees that the Omni Amelia Island Plantation and the Amelia Island Plantation Community Association, Inc. and their respective directors, members, officers, agents and employees shall not be liable for and agrees to defend, indemnify, release and hold the Omni Amelia Island Plantation and the Amelia Island Plantation Community Association, Inc. and their respective directors, members, officers, agents and employees harmless from and against any and all liability for loss or damage to property or injury to or death of any and all persons that may be occasioned by, directly or indirectly, any cause whatsoever pertaining to the leasing of the Facility or the Event or arising by reason of or in connection with the occupation or the use of the Facility or the presence of any person or property on, in or about the Facility and all causes of action and attorneys' fees and any other expenses incurred in defending any claims, suits or actions which may arise as a result of any of the foregoing.

---

Facility

---

Event

---

Date

---

Authorized Signature

---

On Behalf Of

---

Date

**WALKERS LANDING PRE and POST- RENTAL CHECKLIST FOR  
INTERIOR FACILITIES**

**BEFORE EVENT**

**AFTER EVENT**

*PAVILION INTERIOR*

- |  |       |
|--|-------|
| <input type="checkbox"/> Entry Doors and Locks             | _____ |
| <input type="checkbox"/> Fixed Doors/Glass Cleaned         | _____ |
| <input type="checkbox"/> Main Floor Area Clean & Dry       | _____ |
| <input type="checkbox"/> Fans & Lighting                   | _____ |
| <input type="checkbox"/> Fireplace Mantle, Hearth, Cleaned | _____ |
| <input type="checkbox"/> Portable Bar                      | _____ |
| <input type="checkbox"/> Walls and Rails Clean w/no marks  | _____ |
| <input type="checkbox"/> No Bad odors                      | _____ |
| <input type="checkbox"/> No Noisy Equipment                | _____ |

*FOOD PREP AREAS*

- |   |       |
|---|-------|
| <input type="checkbox"/> Floors Clean & Dry                 | _____ |
| <input type="checkbox"/> Counter tops wiped clean           | _____ |
| <input type="checkbox"/> Appliances Clean and Working       | _____ |
| <input type="checkbox"/> Plumbing Drains & Faucets No Leaks | _____ |
| <input type="checkbox"/> Hand Wash Dispenser Full           | _____ |
| <input type="checkbox"/> No Bad odors                       | _____ |
| <input type="checkbox"/> No Noisy Equipment                 | _____ |

*BATHROOMS MEN and WOMEN*

- |   |       |
|---|-------|
| <input type="checkbox"/> Floors Clean & Dry                 | _____ |
| <input type="checkbox"/> Counter tops wiped clean           | _____ |
| <input type="checkbox"/> Toilets Clean and Working          | _____ |
| <input type="checkbox"/> Plumbing Drains & Faucets No Leaks | _____ |
| <input type="checkbox"/> Hand Wash Dispenser Full           | _____ |
| <input type="checkbox"/> No Bad odors                       | _____ |

*STORAGE AREAS*

- |  |       |
|--|-------|
| <input type="checkbox"/> Clean and Neatly Stored           | _____ |
| <input type="checkbox"/> Electrical Panels Area Clear      | _____ |
| <input type="checkbox"/> Fire Sprinkler Area Clean & Clear | _____ |

*SAFETY & SECURITY*

- |  |       |
|--|-------|
| <input type="checkbox"/> All Fire Extinguishers Mounted and Tagged | _____ |
| <input type="checkbox"/> Security Alarm Panel Operational          | _____ |
| <input type="checkbox"/> Land Line Telephones Working              | _____ |
| <input type="checkbox"/> Generator Operational and Gas in Tank     | _____ |

**BEFORE EVENT:**

Facility Manager \_\_\_\_\_  
Homeowner \_\_\_\_\_

**AFTER EVENT:**

Facility Manager \_\_\_\_\_  
Homeowner \_\_\_\_\_

**If the facilities used are not left clean and this cleaning checklist is not properly completed, you will be charged a minimum fee of \$200 for this service.**

**WALKERS LANDING  
PRE & POST- RENTAL CHECKLIST  
FOR EXTERIOR FACILITIES**

**BEFORE EVENT**

**AFTER EVENT**

*PAVILION*

☐ Outdoor deck areas cleaned \_\_\_\_\_  
☐ Place trash in garbage cans \_\_\_\_\_  
☐ Check for debris in and around the landscape \_\_\_\_\_

*GRILL AREAS*

☐ Floors swept \_\_\_\_\_  
☐ Counter tops wiped clean \_\_\_\_\_  
☐ Place trash in garbage cans \_\_\_\_\_

*GRILLS*

☐ Fires out and covered w/vents closed \_\_\_\_\_  
☐ Grill cleaned inside \_\_\_\_\_  
☐ Key returned to Amenity Center \_\_\_\_\_

*GENERAL OUTSIDE AREA*

☐ Parking lot and common areas clear of debris \_\_\_\_\_

**BEFORE EVENT:**

Facility Manager \_\_\_\_\_

Homeowner \_\_\_\_\_ date

**AFTER EVENT:**

Facility Manager \_\_\_\_\_

Homeowner \_\_\_\_\_ date

**If the facilities used are not left clean and this cleaning checklist is not properly completed, you will be charged a minimum fee of \$200 for this service.**

THANK YOU FOR YOUR COOPERATION IN HELPING TO KEEP  
WALKERS LANDING IN GOOD CONDITION.



## XXIII. Appendix: Property Owners' Clubhouse Usage Agreement



### PROPERTY OWNERS CLUBHOUSE USE AGREEMENT

The Property Owners Clubhouse (the "POC") is owned by AMELIA ISLAND PLANTATION COMMUNITY ASSOCIATION, INC. ("AIPCA") and designated as a "Restricted Common Property" under the Covenants. It is located off Sea Marsh Road near to the east entrance to the Property from the south roundabout. The POC is part of the building complex that also includes the Golf Pro Shop and Marsh View Grill. Users and their guests, as specified in this agreement ("Agreement"), are encouraged to enjoy the POC while observing the provisions of this Agreement. A list of suggested catering operations will be provided to Users upon their request.

#### Who May Use The POC:

The POC is available for use ("Authorized Use") only by residential property owners ("Residential Owners"), their immediate families, guests accompanying such Residential Owners, tenants of such Residential Owners holding leases of 9 months duration or longer and Omni Amelia Island Plantation ("Omni"). The POC is not open to use by tenants of such Residential Owners holding leases of less than 9 months duration, Omni accommodation guests, or visiting members of the public.

Reservations may be made up to eighteen (18) months in advance of an event ("Event") to be held at the POC.

Residential Owners and Omni ("User") may reserve the POC up to eighteen (18) months in advance for an event for an Authorized Use ("Event") provided that the User takes responsibility for signing this Agreement, paying all applicable fees and other costs, and is in attendance at the POC at all times when the Event shall occur.

A copy of this Agreement signed by the User shall accompany any request to reserve the POC. Payment in full of the applicable usage fee is due within thirty days of making a reservation.

#### To be Completed by User:

The Event (type of party): \_\_\_\_\_

Event Date: \_\_\_\_\_ Event Time: \_\_\_\_\_ Attendees: \_\_\_\_\_

**(Fire Code Maximum Occupancy is 150 for POC)**

The User (please print): \_\_\_\_\_

Type of User: Residential Owner \_\_\_\_\_ Omni \_\_\_\_\_

Name & Title of Omni executive/official requesting reservation:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address of User: \_\_\_\_\_

Telephone: Home \_\_\_\_\_ Work \_\_\_\_\_ Other \_\_\_\_\_

E-mail Address (optional): \_\_\_\_\_

User Point of Contact:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address of User: \_\_\_\_\_

Telephone: Mobile (required) \_\_\_\_\_ Other (optional) \_\_\_\_\_

E-mail Address (required): \_\_\_\_\_

Use Time: From: \_\_\_\_\_ To: \_\_\_\_\_ (By Midnight)  
(Use Time Includes Set Up and Take Down)

Alcohol: Will Be Served \_\_\_\_\_ Will Not Be Served \_\_\_\_\_

**Identify all outside vendors (including caterers, disk jockey or bands) providing services at the POC. Include where applicable their license number and certificate of insurance. Outside vendors are required to sign and submit to AIPCA prior to the Event an Release, Hold Harmless and Indemnity in the form attached to this Agreement as EXHIBIT A.**

Vendors: \_\_\_\_\_ Telephone: \_\_\_\_\_

Applicable License & Number: \_\_\_\_\_

Certificate of Insurance: Attached \_\_\_\_\_ Not Attached \_\_\_\_\_

Indemnification: Attached \_\_\_\_\_ Not Attached \_\_\_\_\_

Vendors: \_\_\_\_\_ Telephone: \_\_\_\_\_

Applicable License & Number: \_\_\_\_\_

Certificate of Insurance: Attached \_\_\_\_\_ Not Attached \_\_\_\_\_

Indemnification: Attached \_\_\_\_\_ Not Attached \_\_\_\_\_

**This Section shall be completed by AIPCA:**

Use Fee Due Date: \_\_\_\_\_ Received Date: \_\_\_\_\_

Guest List Due Date: \_\_\_\_\_ Received Date: \_\_\_\_\_

Vendor Indemnification Due Date: \_\_\_\_\_ Received Date: \_\_\_\_\_

Omni Designated Representative Due Date: \_\_\_\_\_

Omni Representative Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone Number(s): \_\_\_\_\_

**\*\* Submit Non-Property Owner Guest List to Security by either:**

**Email:** security@aipca.net

or

**Fax:** (904) 491-4446

or

**US Mail to:**

Amelia Island Plantation Security,

P.O. Box 15729,

Fernandina Beach, Florida 32035

**TERMS AND CONDITIONS OF USE AND RULES AND REGULATIONS**

**ALCOHOL:** Florida State Laws must be followed when serving alcoholic beverages. No minor, under the age of twenty-one (21), shall be served or permitted to consume alcoholic beverages. Alcoholic beverages shall not be sold at the Event and shall only be provided to or served to adults in a responsible manner.

**APPROVED INTEREST GROUPS:** Approved interest groups may use the POC at no charge. Bookings for organizations that use the POC at no charge must be made or renewed annually according to instructions posted in the POC bulletin board room. Opening booking date for the following calendar year is on or about July 1. All free-use space must be non-exclusionary, that is, open to all Residential Owners. In cases where free-use space applicants apply for the same time/space, consideration will be given to seniority (the longer record of prior use). If conflicts occur between a Residential Owner paying a usage fee and an approved interest group, the Residential Owner will be booked. If conflicts cannot be resolved, free use of space may be limited. No group may reserve free-use space more than once in the same week.

**BOOKING:** For any booking to occur in 24 hours or less from the time of booking, User shall contact the Facility Manager, Tyrone Rhodes, at 904-753-6504 and establish whether the POC is or can be made available within the time provided. User shall confirm to AIPCA's management company (Castle Group) that User has confirmed availability with the Facility Manager.

## **CANCELLATION/REFUND POLICY:**

Refunds of Usage Fees for Cancellations shall be in the percentages and on the terms set forth below:

More than 120 days in advance of the Event	100%
91 to 120 days	75%
61 to 90 days	50%
30 to 60 days	25%
30 days or less	No refund

**If the POC is undergoing major renovations or emergency repairs, AIPCA reserves the right to relocate a user-paid Event to an alternate suitable location, if available, or cancel the booking. If the booking is cancelled, a full refund will be provided. In the case of an interest group the chairperson will be notified that their bookings have been cancelled.**

**CHILDREN:** The activities of children and young adults under the age of twenty-one (21) shall be supervised by an adult.

**CLEAN UP:** The User shall be responsible for returning the POC in the same condition it was in when delivered to the User. Doors and windows shall be secured and lights and fans shall be turned off. Tables and chairs shall be returned to the storage area. The POC shall be left in a broom clean condition. Trash cans and trash bags are not provided: please bring your own. All trash shall be deposited in the garbage cans located in the storage room. For a fee, cleaning services may be hired to accomplish these tasks. Clean up costs incurred by AIPCA will be charged to the User, with a minimum charge of \$150.00.

**CODE OF CONDUCT:** The User shall be responsible to insure that all attendees adhere to a proper code of conduct and use of the POC, which will not cause injury to other persons or damage to the POC, its furnishings, equipment or grounds or unreasonable intrusion into the surrounding residential neighborhood.

**CONTACT AND WALKTHROUGH:** Each event must have designated a primary event organizer and/or point of contact ("Point of Contact"). The User must:

1. Provide the name, email address and cell phone number of the Point of Contact to Security ([security@aipca.net](mailto:security@aipca.net)) and the Facility Manager, Tyrone Rhodes ([ktyrone@bellsouth.net](mailto:ktyrone@bellsouth.net)).
2. Ensure that the Point of Contact arranges to meet with the Facility Manager and conducts a walk-thru of the POC with the Facility Manager prior to the scheduled event.

**DAMAGE:** The cost of any damage to the POC, its furnishings, equipment or grounds shall be charged to the User.

**DECORATIONS:** No tacks, nails, or staples are to be used on any surface. Decorations shall be applied only with removable tape. ALL decorations must be removed as well as any tape used on windows or wood..

**FIREWORKS:** Fireworks are prohibited at the POC and on the grounds.

**GUESTS:** The User shall provide Security with a guest list of all non-property owner guests seven (7) days prior to the Event. No commercial activity is sanctioned at any time. Only social uses are permitted. The Event shall be by invitation only and shall not be noticed in the media. Guest lists may be mailed, emailed, or faxed to Security.

**KEYS:** Approved interest groups and Residential Owners, using the POC after 4:30 must pick up a key from Security; be responsible for set up, clean up and returning furniture to original order, close/lock the POC and return the key to Security. Loss of keys will result in a replacement fee charged to the User.

**MUSIC:** Music and speech amplification outside of the POC and any time after ten o'clock (10:00) p. m. are prohibited.

**PROCEDURES:** Users are required to adhere to the following procedures when using the POC:

- j. To protect floors, furniture such as chairs and tables shall be lifted into place, not dragged across the floor.
- k. Care should be taken when moving furniture in and out of the POC not to nick or scratch the walls.
- l. No open flames are permitted anywhere in or on the POC. Wax, lighted candles may be used when suitably enclosed with a base to catch wax and a chimney to contain the flame.
- m. Outdoor fires, including those in portable fire pits, are prohibited.
- n. The kitchen is a food staging, warming/refrigerating and clean-up area only. It is not, nor is it intended to be used as, a full-service kitchen. Food preparation and cooking should be done by the caterer at the caterer's facilities. Care should be taken to make sure that foods are scraped into garbage bags. Food is not permitted to be scraped into the sinks where it can cause clogging of the drain.
- o. All damages must be documented by pictures and a written report to Castle Group and the Facilities Manager within 24 hours of the Event's conclusion.
- p. In the event of issues with HVAC, electric or plumbing, notice shall be provided immediately by telephone to Security and the Facility Manager.
- q. All furnishings, decorations and other set-up materials shall be removed and the POC cleaned-up prior to midnight on the evening in which the Event is held. This is necessary to provide time to prepare for the next-scheduled event.
- r. The User or Point of Contact shall complete and leave with Security (at the Main gate) prior to departure the post-rental interior checklist (EXHIBIT B), noting the date and time of departure.

#### **USAGE FEE:**

Residential Owners may sponsor private parties. The sponsoring Residential Owner must book and pay the Usage Charge and will have the sole responsibility of the POC.

The Usage Fee is:

ENTIRE CLUBHOUSE	\$150.00	Approx. 150 people
AMELIA ROOM	\$70.00 (event must end by 4:30pm)	Approx. 80 people
PINE ROOM	Complimentary	12 people

Bookings are confirmed by payment, within 30 days of making the reservation or the requested date will be automatically canceled. In order to avoid charges or forfeiture of Use Charge, cancellations should be made 30 days in advance.

**VIOLATION OF ANY OF THE POLICY AND PROCEDURE GUIDELINES MAY RESULT IN THE LOSS OF FREE USE.**

**RISK OF LOSS AND INDEMNIFICATION:** The undersigned covenants and agrees that the Omni Amelia Island Plantation and AIPCA and their respective directors, members, officers, agents and employees shall not be liable for and agrees to defend, indemnify, release and hold Omni Amelia Island Plantation and AIPCA and their respective directors, members, officers, agents and employees harmless from and against any and all liability for loss or damage to property or injury to or death of any and all persons that may be occasioned by, directly or indirectly, any cause whatsoever pertaining to the leasing of the POC or the Event or arising by reason of or in connection with the occupation or the use of the POC or the presence of any person or property on, in or about the POC and all causes of action and attorneys' fees and any other expenses incurred in defending any claims, suits or actions which may arise as a result of any of the foregoing.

**SAFETY:** The User shall encourage all guests and vendors to comport themselves in a safe and responsible way, both at the POC and while traveling to and from it, to respect the surrounding residential neighborhood and to comply with the posted speed limits and traffic regulations of Amelia Island Plantation.

**SMOKING:** The Fire Code shall be observed. Smoking is prohibited within the POC. Extreme care should be exercised when smoking on the outside deck area.

**SPIKED SHOES:** Spiked shoes are prohibited in the POC.

**USER:** The User shall be continuously in attendance at the Event from its commencement to its conclusion. The User shall be responsible for insuring that attendees and vendors comply with the Terms and Conditions of Use and Rules and Regulations. As used in this Paragraph, User shall mean respectively of the party signing this Agreement: the Residential Owner or a designated representative of Omni. In the case of Omni, the name of the designated representative shall be provided to AIPCA and Security prior to the day of the Event.

**WAIVER OF LIABILITY:** AIPCA, and its agents acting on behalf of AIPCA, may, in its or their sole discretion, require waivers of liability when AIPCA or its agents deem that circumstances so require.

**THE UNDERSIGNED USER, BY INITIALING EACH PAGE AND BY SIGNING BELOW, ACKNOWLEDGES AND AGREES THAT THE USER HAS READ AND UNDERSTANDS THIS AGREEMENT, THAT THE USER WILL COMPLY WITH THE TERMS AND CONDITIONS OF USE AND THE RULES AND REGULATIONS, AND THAT THE USER UNDERSTANDS THAT FAILURE TO COMPLY MAY RESULT IN LOSS OF THE PRIVILEGE TO FURTHER USE THE POC.**

---

**User**

**Date**

**Reservation requested**

---

**Amelia Island Plantation Community Association, Inc.**

**Date**

**Please make Checks Payable and mail to:**

**Amelia Island Plantation Community Association, Inc.  
5542 First Coast Highway, Suite 400  
Fernandina Beach, Florida 32034  
(No Third Party Checks Accepted)**

### **THIRD-PARTY VENDOR RELEASE, HOLD HARMLESS AND INDEMNITY**

The undersigned covenants and agrees that the Omni Amelia Island Plantation and the Amelia Island Plantation Community Association, Inc. and their respective directors, members, officers, agents and employees shall not be liable for and agrees to defend, indemnify, release and hold the Omni Amelia Island Plantation and the Amelia Island Plantation Community Association, Inc. and their respective directors, members, officers, agents and employees harmless from and against any and all liability for loss or damage to property or injury to or death of any and all persons that may be occasioned by, directly or indirectly, any cause whatsoever pertaining to the leasing of the POC or the Event or arising by reason of or in connection with the occupation or the use of the POC or the presence of any person or property on, in or about the POC and all causes of action and attorneys' fees and any other expenses incurred in defending any claims, suits or actions which may arise as a result of any of the foregoing.

---

Facility

---

Event

---

Event Date

---

Authorized Signature

---

On Behalf Of

---

Date of Signature

**POC PRE and POST- RENTAL CHECKLIST FOR  
INTERIOR FACILITIES**

**BEFORE EVENT**

**AFTER EVENT**

*INTERIOR*

- |                                      |     |
|--------------------------------------|-----|
| ___ Floor Area Clean & Dry           | ___ |
| ___ Fans & Lighting                  | ___ |
| ___ Walls and Rails Clean w/no marks | ___ |
| ___ No Bad odors                     | ___ |

*FOOD PREP AREAS*

- |  |     |
|--|-----|
| ___ Floors Clean & Dry                 | ___ |
| ___ Counter tops wiped clean           | ___ |
| ___ Appliances Clean and Working       | ___ |
| ___ Plumbing Drains & Faucets No Leaks | ___ |
| ___ Hand Wash Dispenser Full           | ___ |
| ___ No Bad odors                       | ___ |
| ___ No Noisy Equipment                 | ___ |

*BATHROOMS MEN and WOMEN*

- |  |     |
|--|-----|
| ___ Floors Clean & Dry                 | ___ |
| ___ Counter tops wiped clean           | ___ |
| ___ Toilets Clean and Working          | ___ |
| ___ Plumbing Drains & Faucets No Leaks | ___ |
| ___ Hand Wash Dispenser Full           | ___ |
| ___ No Bad odors                       | ___ |

*STORAGE AREAS*

- |                                       |     |
|---------------------------------------|-----|
| ___ Clean and Neatly Stored           | ___ |
| ___ Electrical Panels Area Clear      | ___ |
| ___ Fire Sprinkler Area Clean & Clear | ___ |

*SAFETY & SECURITY*

- |   |     |
|---|-----|
| ___ All Fire Extinguishers Mounted and Tagged | ___ |
| ___ Security Alarm Panel Operational          | ___ |
| ___ Land Line Telephones Working              | ___ |
| ___ Generator Operational and Gas in Tank     | ___ |

**BEFORE EVENT:**

Facility Manager \_\_\_\_\_  
User \_\_\_\_\_

**AFTER EVENT:**

Facility Manager \_\_\_\_\_  
User \_\_\_\_\_

**If the facilities used are not left clean and this cleaning checklist is not properly  
completed, you will be charged a minimum fee of \$200 for this service.**

THANK YOU FOR YOUR COOPERATION IN HELPING TO KEEP  
THE POC IN GOOD CONDITION



## XXIV. Appendix: Kayak Storage Rack Use Agreement



### Kayak Storage Rack Use Agreement

Boat Owner \_\_\_\_\_ Storage Slot(s) \_\_\_\_\_

Storage Racks ("Storage Racks") built, maintained and owned by AMELIA ISLAND PLANTATION COMMUNITY ASSOCIATION, INC. ("AIPCA"), and designated as a "Common Property" under the Covenants, are located at Walker's Landing, Laurel Oak and Wild Grape (collectively, the "Storage Locations"). The Storage Racks are available for use solely by any property owner of AIPCA ("Owner"), subject to the terms of this agreement ("Agreement"), to store their kayaks and canoes ("Boats"). Boats shall not be stored at the Storage Locations except on a reserved space on one of the Storage Racks.

A copy of this Agreement signed by the Owner shall accompany any request to reserve a space on one of the Storage Racks. Payment in full of the annual usage fee set forth below is due within thirty days of notice that a space has been assigned and annually thereafter as well as a signed copy of this Agreement. Any Owner currently occupying a space on one of the Storage Racks (or anywhere else in the Storage Locations) who has not signed this Agreement shall sign and submit the original copy of this Agreement promptly upon request and shall contact Castle Group Management at (904) 491-9850 to have a sticker affixed to the hull of his or her Boat. Failure to do so shall result in cancellation of any entitlement to use the Storage Rack and removal of his or her Boats as set forth below.

AIPCA allows the use of the Storage Racks by the User subject to the following:

#### **TERMS AND CONDITIONS OF USE AND RULES AND REGULATIONS**

**USE OF STORAGE RACKS:** Each User shall be assigned a numbered storage space on one of the Storage Racks at the Storage Locations. Only one Boat may be stored in such assigned space. No assignment or sublet of a storage space is allowed. AIPCA is not responsible for security of any Boat kept on the Storage Racks, and risk of loss of any Boat is the User's sole responsibility. AIPCA reserves the right, in its sole discretion, to reassign Boats to different available spaces on the Storage Racks for the purpose of maintenance, repair and maximizing occupancy and shall notify the Owner(s) of the Boats when and if such reassignment is made. Storage spaces left empty for periods greater than thirty (30) days may be subject to temporary usage

while unoccupied. Any questions should be directed to Castle Group at the phone number listed above.

**BOAT OWNER IDENTIFICATION:** Users shall arrange for Castle Group to affix a sticker to the hull of their Boat(s). The printed information must be clearly visible when Boats are stored on the racks. If a sticker needs to be replaced or the information updated, please contact Castle Group.

**CLEANLINESS:** Users shall be responsible for maintaining their rack space in a clean condition. Any trash shall be deposited in the dumpster located in the parking lot or shall be removed by the User. Clean-up costs will be charged to the User, with a minimum charge of \$75.

**DAMAGE:** The cost of any damage to the Storage Racks shall be charged to the User.

**USAGE FEE:** The usage fee applicable for use of a single space on one of the Storage Racks shall be in an amount as determined by the Board of Directors of AIPC (from time to time, currently \$200 per year (no proration)). This amount shall be paid within thirty days of request for payment.

**TERMINATION OF AGREEMENT:** This Agreement shall terminate when a User no longer is an Owner. Such User shall be responsible for removing his or her Boat(s) from the Storage Racks within thirty days of the date when the User no longer is an Owner. Failure to remove such User's Boat(s) from the Storage Rack shall be deemed a violation of this Agreement and shall be governed by the paragraph entitled "Violation of Agreement."

**VIOLATION OF AGREEMENT:** Any User who fails to pay the usage fee as provided in this Agreement or otherwise violates the terms of this Agreement, including without limitation, failing to identify or claim ownership of his or her Boat or arranging to have an identifying sticker affixed to the hull of his or her Boat(s), shall be subject to having the Boat removed and held in storage. After two months, if such Boat is unclaimed and storage fees are not paid in full, the Boat will be auctioned or otherwise sold to cover storage costs and lost fees. AIPCA shall make reasonable efforts to notify Users of a Boat's removal, provided however, Users expressly waive any right to such notice and to any claim arising from failure to receive notice of removal.

**RISK OF LOSS AND INDEMNIFICATION:** The undersigned User covenants and agrees that the Amelia Island Plantation Community Association, Inc. and their respective directors, members, officers, agents and employees shall not be liable for and agrees to defend, indemnify, release and hold AIPCA and their respective directors, members, officers, agents and employees harmless from and against any and all liability for loss or damage to property or injury to or death of any and all persons that may be occasioned by, directly or indirectly, any cause whatsoever pertaining to the leasing of the Storage Racks or arising by reason of or in connection with their use or the presence of any person or property on, in or about the Storage

Racks and all causes of action and attorneys' fees and any other expenses incurred in defending any claims, suits or actions which may arise as a result of any of the foregoing.

**SAFETY:** Users shall conduct themselves in a safe and responsible way, both while using the Storage Racks and while traveling to and from it, shall respect the surrounding residential neighborhood and shall comply with the posted parking and other regulations of Amelia Island Plantation.

**WAIVER OF LIABILITY:** AIPCA, and its agents acting on behalf of AIPCA, may, in its or their sole discretion, require waivers of liability when AIPCA or its agents deem that circumstances so require.

The undersigned user, by initialing each page and by signing below, acknowledges and agrees that the user has read and understands this agreement, that the user will comply with the terms and conditions of use and the rules and regulations, and that the user understands that failure to so comply may result in loss of the privilege to further use the facility.

---

User Signature

---

Date

---

Print Name

---

AIP Address

---

Mailing Address

---

Cell Phone

---

Home Phone

---

Email Address

---

Amelia Island Plantation Community Association, Inc.

---

Date

Please make checks payable and mail to:

Amelia Island Plantation Community Association, Inc.  
5542 First Coast Highway, Suite 400  
Fernandina Beach, Florida 32034  
(No Third Party Checks Accepted)

## XXV. Appendix: Tree Responsibility and Removal Policy



### Tree Responsibility and Removal Policy Thursday, December 06, 2012

After tropical storms and similar weather events, AIPCA receives numerous requests to remove trees and branches damaged by the gusty winds. Additionally rain-soaked soils and other natural events allow trees to be uprooted. The amount of debris generated can be significant. As a result of these conditions, AIPCA is issuing the following policy statement to bring greater clarity regarding the procedures and responsibility for the tree removal process.

The AIPCA strives to assure that trees on common properties are healthy and that unhealthy trees that pose a danger to persons and property are removed once appropriate approvals have been secured. The AIPCA encourages members on private properties to do the same.

#### What to Do when a Tree and/or Significant Limb Falls

- Call 911, if anyone appears to be hurt or needs medical attention. For example, if a tree falls on a house or car where it appears a person could be injured or trapped, call 911.
- Call AIP Security at 904-277-5914 if the tree is blocking the road.
- Report damage to property to Security. Keep in mind that during a bad weather event, the Emergency and Security services will be busy answering multiple calls. They will prioritize hazardous situations and respond to the most serious priorities first.
- Take pictures of the incident before debris is removed.
- Call your insurance company if you suspect personal injury or property damage.
- Call your neighbor, if the tree falls onto or from your neighbor's property.
- You may want to take photos and contact your neighbor if your neighbor has a tree that has a history of being a persistent problem, such as shedding limbs and branches close to your property.

## General Responsibility Regarding Fallen Trees

It is the policy of the Association that if a tree falls from common property onto private property, it is the responsibility of the adjacent private property owner (the community association member) to remove and clean up, at his or her expense, the portion of such tree that has fallen on his or her property. If a tree falls from private property into a common area, such as a road right of way, and cleanup is deemed to be required, AIPCA will take care of such cleanup. In such circumstances, the cost of cleanup shall be borne pro rata by AIPCA and the adjacent member(s) on whose property the tree has fallen unless the majority of the fallen tree is on common property in which case AIPCA shall bear the full cost of cleanup. Determination of the pro rata share to be borne by each party shall be at the sole discretion of the Community Association Manager.

## Removal of a Tree

### ARB Tree Removal Policy

The Amelia Island Plantation Declaration of Covenants and Restrictions requires written approval for the removal of any tree six (6) inches or more in diameter measured at a point two (2) feet above ground level. This requirement is for living and dead trees and is well known and has been consistently enforced by the Architectural Review Board ("ARB") with the help of property owners and their landscape professionals since the Plantation was established. A signed TREE REMOVAL PERMIT is required in order to remove any protected tree. Forms are available from the ARB offices.

This policy is consistent with and supports the Declaration of Covenants and Restrictions, which provides for the protection and preservation of the unique forests of Amelia Island, including the maritime oak and magnolia forest directly west of the Atlantic Ocean beaches and dunes, the mixed hardwood and conifer forest in the center of the Island and the oak, cedar and palms forests along the western marshes. However, consistent with best management practices, the Architectural Review Board allows the removal of all dead and diseased trees, under certain conditions, as well as any tree that poses a danger to life or property. Where the tree does not pose a danger in the opinion of the ARB, we first discourage the removal of tree and second allow the tree to be removed with mitigation provided the removal of the tree does not significantly and adversely impact the neighboring property or the overall community appearance. The purpose of mitigation is to ensure that there are young trees of a similar species planted to replace the removed trees so as to maintain the unique forest cover of Amelia Island Plantation.

## ARB Tree Removal Policy for Emergencies

Nothing in this Tree Removal Policy shall be construed to prevent the removal of fallen or damaged trees that pose a significant and immediate danger to a member's personal safety or the safety of others or that are a significant and immediate hazard to member's property.

During normal business hours the ARB is generally available to inspect problem trees and issue an emergency Tree Removal Permit when appropriate. On weekends, holidays and evenings or when an ARB representative is not available, the member (or his tree removal contractor) is authorized to take all necessary steps to remove or mitigate any significant and immediate hazard. A significant and immediate hazard refers to a condition that cannot wait until the next business day to be corrected. If any tree is removed without prior ARB approval in the case of a significant and immediate hazard, such removal shall be reported to the Community Association Manager on the next business day after removal.

## Hazardous Trees on Common Property, Emergency Removal Policy

Any hazardous trees, or limbs including hangers or leaners on common property, that are adjacent to private property and, in the judgment of the Community Association Manager, pose a hazard or danger to members' life or property will be removed or felled. If any tree is removed without prior ARB approval in the case of a significant and immediate hazard, such removal shall be reported to the Community Association Manager on the next business day after removal. Trees located further away from private property and posing no threat to members' life or property will be left alone. Trees will not be removed solely due to an objection to their aesthetic appearance.

## Non-Hazardous Tree Removal from Common Property

A private property owner or owners may apply to ARB and the Community Association for removal or pruning of any tree located on the Community Association Common Property, adjacent to such owner or owners' property and not posing an imminent hazard to life or property. The application shall state the reason for such proposed removal or pruning, but no action shall be taken by the owner or owners until receipt of an approved permit from the ARB and the Community Association, which may be subject to a requirement for mitigation. The cost for removal and mitigation, if so required, will be paid by the owner or owners who requested the permit.

If the tree in the example above is not removed, and over time were to become a hazard to people or property, the Community could reconsider its position and take a different position on the need for remediation and by whom the costs of remediation should be borne.

Definitions we have used the following descriptive nomenclature to define trees and their conditions:

#### Healthy Tree-

A tree that has a solid trunk, not hollowed out, no rotten limbs, firmly anchored root base, abundant green leaf growth without insect damage and minimal interference with other trees. Determination of healthy tree is guided by tree hazard certification report provided by certified arborist or other approved professional. The final determination under the Governing Documents is the sole determination of the Architectural Review Board.

#### Unhealthy Tree-

The degree of vitality decreases with the number of problem areas. Determination of a tree hazard is guided by tree hazard certification report provided by certified arborist or other approved professional. The final determination under the Governing Documents is the sole determination of the Architectural Review Board.

#### Dead Tree-

Defoliated or brown leaves with no green growth or buds. Twigs “snap” when broken off. May be hollowed out, scorched from a lightning strike, have many rotten limbs & branches, or leaning over with a bulging root ball.

#### Leaner-

A tree that is leaning over due to natural growth or wind force.

#### Natural Growth Leaner-

This is a common tree at AIP. Many oak trees grow in this manner to seek light or as a result of prevailing wind conditions. The degree of inclination may exceed 45 degrees from vertical.

These trees are more firmly anchored in the soil and if healthy are not likely to be a problem under normal conditions.

#### Forced Leaner-

A tree leaning over due to disturbance of natural conditions or removal of natural root supports. Flooding, loose soil around the root base, construction disturbance, hurricane winds or cut roots can contribute to this condition. The root ball may be bulging or partially exposed. This tree can be considered unpredictable, dangerous, and can fall at any time.

#### Hanger-

A damaged branch or limb of a tree that has not fallen to the ground. Leaves have generally turned brown. This is an unpredictable situation as the Hanger can fall at any time. Large branches can be dangerous, smaller ones are a common situation and usually less dangerous.



## XXVI. Appendix: Hearing Panel Protocol



### Hearing Protocol

June 10, 2014

Amended as of October 16, 2015

The AIPCA Hearing Panel, which was chartered by the Board of Directors “to review appeals to fines levied by the Board of Directors as outlined in Florida Statute 720.305 and also as outlined in the AIPCA By-Laws, Rules and Regulations (“Rules”), . . . and to make recommendations to the Board,” will follow the established procedures (“Hearing Protocol”) set forth herein. The Hearing Panel is subject to and governed by the provisions of Article XVIII of the Rules.

This Hearing Protocol is intended to explain what occurs during a Hearing Panel meeting. This Protocol is not intended to address every circumstance or eventuality that may arise during a hearing. However, the Hearing Panel shall use its reasonable judgment to either “reject” or “confirm” a fine and or suspension as levied by the AIPCA Board of Directors. The Hearing Panel is not authorized to make other decisions regarding the Violation (“the Violation(s)”) and cannot create or modify Rules and Governing Documents.

- The following documents, or such part as management deems necessary to a fair hearing, shall be delivered via email to the members of the Hearing Panel and hard copies shall be made available for pickup by any interested party prior to the hearing:
  - Copy of the Courtesy Notice, if any, sent to the Member;
  - Letter(s) (the “Violation Letter(s)”) setting forth the Alleged Violation(s) and all supporting documents.
  - Copy of written notice required by Article XVIII of the Rules with proof of timely delivery
  - Investigator's report, if any.
  - Response to the Alleged Violation(s), if any.
  - Copy of the AIPCA Board Minutes indicating that the property contains a violation of the Rules and Governing Documents (“the Violation(s)”) and



the amount of the fine and or suspension of Member's rights which was levied by the Board of Directors.

- Copy of the letter notifying the Member of the Violation(s), the fine and or suspension of rights which has been levied by the Board of Directors; and notice of the Hearing Panel date.
- This Hearing Protocol.

- Chair of the AIPCA Hearing Panel will preside over the hearing.
- Statements during the hearing shall be brief and directly relevant to the Violation(s).

No information irrelevant to the Violation(s) set forth in the Violation Letter(s), including any supporting documents, will be considered.

**Step 1:** Chair welcomes participants to the hearing and provides a brief overview regarding the reason for each of the hearings brought before the Hearing Panel. Chair asks the community manager to take roll of hearing attendees. Community manager (not the investigator) announces himself and takes roll announcing the name and role of each attendee: Hearing Panel, Chair, investigator (who is the complainant) and the individual Member(s) who have committed the violation ("Violator(s)").

**Step 2:** Chair provides an overview of the Hearing Panel process and asks for questions about the process.

### **Step 3: Hearing**

- Chair asks investigator (complainant) to briefly summarize findings as stated in the Violation Letter(s) and supporting documents and to provide evidence that the notice provisions of Article XVIII of the Rules have been complied with. Chair asks the investigator to provide the judgment of the Board of Directors and indicate when and where this judgment occurred.
- Chair asks the Violator(s) to state his or her case briefly as to why they disagreed with the Board's judgment.
- Chair asks Violator(s) if he/she has any additional comments about the Violation(s), supporting documents, the investigator's summary of findings or the Board of Directors judgment.
- Chair facilitates question and answer from the Hearing Panel members to the Violator(s) and Investigator.

- Chair facilitates deliberation by the Hearing Panel as to whether to confirm or reject the Board of Directors decision to fine and or suspend Member's rights. A majority vote of the Hearing Panel shall determine:
  - whether it confirms the fine which has been levied by the Board of Directors;
  - whether it rejects the fine which has been levied by the Board of Directors; and or
  - whether it confirms the suspension of Member's use of Common Property facilities, which suspension has been levied by the Board of Directors;
  - Whether it rejects the suspension of Member's use of Common Property facilities, which suspension has been levied by the Board of Directors until the Violation is cured and the fine confirmed by the Hearing Panel has been paid.
- The Hearing Panel shall set forth in writing its decision to confirm or reject, signed by the Chair, and forwarded to the community manager. Decisions of the Hearing Panel may be substantially in the form of Attachments 1 (Order Confirming the Levy of Fine and or Suspension) and 2 (Order Rejecting the Levy of Fine and or Suspension) as imposed by the Board of Directors;

**Step 4: Follow-Up**

- Within three (3) days following receipt of the Hearing Panel's decision, the community manager shall provide to the Violator and the complainant a copy of the Hearing Panel's decision, which shall be a final, binding and non-appealable decision of Amelia Island Plantation Community Association, Inc.

## **XXVII. Appendix: POLICY REGARDING THE INSTALLATION OF TEMPORARY STAKES/STRINGS AND PERMANENT POST/ROPES**



### **POLICY REGARDING THE INSTALLATION OF TEMPORARY STAKES/STRINGS AND PERMANENT POST/ROPES**

AIPCA and the ARB are charged with the responsibility for maintaining and protecting the aesthetic character and natural beauty of our community. In that regard, it is their shared objective to minimize the presence of functional, man-made objects, such as signs and post/ropes. To that end, the following policy has been adopted.

#### **TEMPORARY STAKES/STRING**

There is one ARB approved standard for the design of temporary stakes/string. Approval for any installation shall be determined by AIPCA. Property Owners may request approval by contacting the community's management company at Castle Group 5542 First Coast Highway, Suite 400 Fernandina Beach, FL 32034 Phone (904) 491-9850, Fax (904) 491-9853. Each request must specify the reason for the request and be accompanied by an illustration of the location of the proposed installation.

Approval for the temporary s/s will be limited to a period not to exceed 6 months but will be determined by the reason for the request, e.g., protection of new landscaping, protection of property from nearby construction activity, restricting overflow roadside parking during peak periods, etc. If an extension of the time period is necessary, a follow-up request must be made.

The AIPCA management company will monitor and enforce compliance. Any deviation from the installation will be treated as a violation of the AIPCA Rules and Regulations and the established procedure for addressing violations will be implemented. There will be no fee associated with the approval process.

#### **PERMANENT POST/ROPES**

There is one ARB approved standard for the design of permanent post/ropes. Approval for the installation is a two-step process. First, property owners may request approval by contacting the ARB (Linda McCreary at [linda.mccreary@omnihotels.com](mailto:linda.mccreary@omnihotels.com)). Each

request must specify the reason for the request and be accompanied by an illustration of the location of the proposed installation.

Post/Ropes are sometimes used to address safety concerns, prevent re-occurring damage to property, define spaces or restrict access. Examples of these are:

1. Along Beach Walker Road across from the hotel parking lot (severe damage to roadside from excessive parking and golf carts cutting through the vegetation.
2. Around the perimeter of the OMNI vacant lot on David Gregory and Beach Wood Roads (restrict access)
3. Beach Walker path (define path area and help with safety concerns)
4. Installations at Long Point (prevent large trucks from tearing up ROW when making turns).

The ARB will consult with AIPCA regarding all such requests before rendering its decision. The AIPCA management company will enforce compliance of this ARB policy. Any deviation from the established policy will be treated as a violation of AIPCA Rules and Regulations and the established procedure for addressing violations will be implemented. There will be no fee associated with the approval process.

## **XXVIII. Appendix: AIPCA Community-Wide Standard for Property Maintenance**



### **AIPCA Community-Wide Standard for Property Maintenance**

#### **Introduction**

Established pursuant to Section XVII (a) of the Rules and Regulations of the Amelia Island Community Association, the Community Standards Committee is committed to the equitable and uniform enforcement of said Rules and Regulations. To that end the Committee's recommendations are informed by the Rules and Regulations as viewed in light of the Community Association's governing documents, including the Declaration of Covenants and Restrictions for Amelia Island Plantation and the Provision for the Amelia Island Community Association, as subsequently restated and amended and the Community Association's By-Laws. It is further recognized that the Rules and Regulations are subject to local, state and federal laws, in particular Florida Statute Title XL, Chapter 720.

Recognizing that certain terms in the Rules and Regulations and Covenants may be subject to various interpretations, the Community Standards Committee will, from time to time, publish criteria that the Committee employs enforcement activities. These criteria are not themselves Rules and Regulations, but represent, in part, a codification of previous recommendations of the Committee and actions of the Community Association Board. The attached criteria set forth in operational terms what constitutes and owner's responsibility to maintain their property at all times in a clean and sightly condition and not to have the property detract in any way from the overall beauty, setting and safety of the Amelia Island Plantation.

Comments on these criteria should be directed to the Community Standards Committee by contacting Castle Group Management at (904)491-9850 or [aipca@castlegroup.com](mailto:aipca@castlegroup.com).

## The Standard

In accordance with the Declaration of Covenants and Restrictions, Class A Covenants, Class B Covenants, Commercial Use Covenants (collectively referred to as “Covenants”), and Rules and Regulations applicable to all properties and property owners in the Amelia Island Plantation Community Association (AIPCA):

“It shall be the responsibility of each lot owner to prevent the development of any unclean, unsightly, or unkept (sic) conditions of buildings or grounds on such lot which shall tend to substantially decrease the beauty of the neighborhood as a whole or the specific area.”

While this language is from the Class A Covenants, Part I, paragraph 8, the references to it in the other AIPCA Covenants contain similar language. The following criteria have been adopted by the AIPCA Board of Directors to illustrate the community-wide standard and eliminate the subjective evaluation of the Covenants, Bylaws and Rules and Regulations and therefore aid in compliance by all association members. Criteria include, but are not limited to:

## Yards

(The following criteria standards regarding yard, grounds, landscaped areas and paved surfaces are all subject to the ARB standards and policies):

- Trash and litter will be kept under control at all times. Trashcans, recycling containers, boxes and bags will not be visible from the street or adjacent properties.
- Firewood will be stacked neatly behind the house.
- Toys, bicycles, baby pools, wheelbarrows and other equipment will be stored out of sight when not in use.
- A property owner will not maintain on their property inoperable or unregistered vehicles and will not repair vehicles on their property outside of an enclosed garage.
- Vehicles will be parked in driveways or garages, not in yards or on the grass.
- Temporary storage units and trash containers will only be allowed with proper permits.
- Driveways and front walks will be kept in good repair to avoid unsightly pot holes, sink holes, broken pavement, etc. Driveways will also be kept free from leaves, debris, weeds, and grass.
- Mailboxes will be repainted periodically to maintain a bright, clean appearance per AIPCA mailbox standards.

- Dead shrubs and flowers will be removed and/or replaced. Dead trees should only be removed after ARB approval.
- Tree limbs, piles of leaves or grass, and other debris will be properly disposed of.
- Leaves need to be removed from lawns and disposed of properly.
- Grass will be no higher than four inches.
- Where practicable, barren areas will be reseeded or incorporated into mulched beds.
- Mulched areas will be kept free of weeds and grass.
- Piles of mulch, top soil, gravel, etc. will not be maintained on a residential property, but will be used in the proper places.
- Shrubs will be pruned to maintain a neat appearance.
- Areas of uncontrolled erosion will be corrected.

### Houses and Buildings

(The following criteria standards regarding houses and buildings are all subject to the ARB standards and policies):

- Missing shutters or shingles will be replaced. Broken shutters, gutters or downspouts, torn screens, and broken windows will be repaired or replaced.
- Rotten wood on stoops, steps, siding or trim, fences, broken lattice or broken railings will be repaired or replaced.
- Paints or stains that have faded, discolored, peeled, chipped or cracked are in need of maintenance.
- Mold, mildew, rust or other stains that discolor the exterior or roof of the house will be removed.
- Windows or sliding glass doors that have double-pane or similar type glass will be replaced if the vapor barrier is broken creating a cloudy or dripping appearance.
- Doghouses, playhouses, swing sets, storage sheds, and other structures will be kept in good repair and appearance and will be appropriately screened.
- Window treatments will be appropriate and consistent (no broken blinds, sheets, towels, etc.).