HIGH POINT PLACE CONDOMINIUM ASSOCIATION, INC.

RULES AND REGULATIONS

October 2020

These rules and regulations have been updated and revised to reflect changes in Florida law and changes made by the Board of Directors to ensure owners understand and respect the duties and privileges accompanying ownership and/or occupancy in High Point Place. In most cases, these rules and regulations prevail; however, during emergency situations and/or emergency repairs, the Board may amend them to suit the exigent circumstances for as long as the emergency lasts. This document contains practical guidelines for:

1. Promoting the safety and well-being of High Point Place owners, residents, tenants, and guests;
2. Preserving the assets of the building, its owners, and residents; and
3. Maintaining/improving the value of our property and investment.

In addition to the rules, regulations, occupancy and use restrictions set forth in the Declaration of Condominium in accordance with provisions in Florida Law and the Association's Bylaws, the Board of Directors is empowered to enforce these rules and regulations through legal means, including but not limited to, the levy of fines of up to $100.00 per day to a maximum of $1,000.00 per violation. The term "Resident" includes both unit owners and lessees.

If legal action becomes necessary to enforce compliance, violators will be responsible for the Association's prevailing party attorney's fees in addition to their own.

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GENERAL RULES FOR OWNERS, TENANTS AND GUESTS

I. UNIT OWNER RESPONSIBILITIES

1.1. RESIDENTIAL USE

Units shall be used for single-family residential purposes only.

1.2. CONTACT INFORMATION

1.2.1 Unit owners are responsible for informing the Association Management office of their current contact information (address, telephone numbers, email address, emergency contact, etc.).

1.2.2. Each permanent (over 30 days) occupant of each unit shall supply a photo to the Association Management office for the Management Directory.

1.3. ABSENCE FROM UNIT

1.3.1. If the unit is unoccupied for more than 48 hours

- Shut off Main Water Valve.
- Shut off Hot Water Heater.
- Set thermostat Air Conditioner no higher than 78 degrees.

1.3.2. When the unit is unoccupied for more than thirty (30) days:

- Give Association Management office the unit owner's contact information.
- Give Association Management office contact information for home watch person or service.
- Have the unit physically inspected a <u>minimum</u> of every 30 days by home watch person or service.
- The home watch may turn on the water for their home check and/or maintenance but must turn the water off when leaving.
- Follow Severe Weather Protection rules June 1 to Nov 30, see Section 1.4.

1.4. SEVERE WEATHER AND HURRICANE SEASON (JUNE 1 TO NOV 30)

1.4.1 Each resident who plans to be absent from the unit during hurricane season must prepare the unit prior to departure.

- Lower Hurricane Shutters if so equipped.
- If no hurricane shutters, remove all items from riverside lanai including blades from outdoor ceiling fans.
- Remove all items from cityside balcony.
- Lock all patio doors.
- It is the unit owner's responsibility to arrange to have lanai and balcony items cleared. This is <u>not</u> the responsibility of the Association Management.
- To protect the Common Elements and safety of the property and residents: If a unit owner has not cleared the lanai and balcony, the Association has the right to prepare the unit at the owner's expense and the owner will be charged for the work involved plus a fine.

1.4.2 Association Management, Board Members, or Designated Person have the right to check the units of seasonal residents for hurricane compliance when the season begins. They may

- Issue a warning with a short deadline for compliance to the residents with infractions.
- Instruct custodians to correct the problem(s) and charge the owner for the maintenance expense plus an additional fine.
- If an Owner(s) does not allow access to their unit in their absence, they must have it checked by Association Management prior to leaving.

1.5. NUISANCES

1.5.1 Nothing shall be done within any Unit or on the Association Property which is or may become an unreasonable annoyance or nuisance to any person or disrupts the comforts of another resident. This includes noise, inappropriate public displays of affection or other inappropriate conduct and applies to residents, their families, pets, employees, agents, and visitors.

1.5.2 Unit owners are required to have felt tip pads on furniture on any type of hard surfaces (i.e. marble, tile, wood) to reduce the noise level to the unit owners below.

1.6. SIGNS

No Unit owner shall post, display, or permit to be posted or displayed, any signs within or outside of his Unit, including without limitation, "For Sale," "For Rent," "Open House," and similar signs.

- The foregoing includes signs on the interior of a Unit which are visible from the exterior of the Unit.
- An exception is made for a single real estate sign to be displayed by Security on Saturday and Sunday from 12 PM to 4 PM (See Section 8).
- One additional arrow sign may be displayed directing prospective buyers to the Security desk for check in.

1.6.2. Mailroom Bulletin Boards, Elevators & Common Areas Advertisements

Advertisements, non-sanctioned HPP event flyers, and non-owner/resident classified ads are not allowed to be posted or placed on tabletops throughout the property.

1.6.3 Vehicles for sale

Vehicles for sale may be parked in the owner's numbered parking space. No vehicle may be parked in the outside visitor parking space with a For Sale sign.

1.7. DISCHARGE OF MATERIALS FROM UNIT

Unit owners shall not sweep debris, allow water to flow off when cleaning or throw any dirt or other substance from a unit or Limited Common Elements onto the Common Elements or any portion of the Association Property.

1.8. LOCKS AND KEYS

1.8.1. Unit Locks and Keys

- Association Management retains a master (pass) key to High Point Place residences.
- Prior to changing the lock on the unit door, the owner must contact the Property Manager to ensure the new key is compatible with the master key and the new hardware (lockset, handle and dead bolt) is acceptable to the Board of Directors. See the Association Manager for acceptable hardware.

- If, for any reason, the unit door key is not compatible with the master key, the owner must provide the Association Manager with a key for the use of the Association Management pursuant to its statutory right of access to all residences.
- If entry to unit is required and the resident is not in the unit, the Association Manager, Board Member, or designee will complete a unit entry tag and place it on the entrance door to the unit. The entry tag will include the name of the persons who entered the unit and the reason.

1.8.2. Common Area Keys

Duplication of an owner's keys to common elements (entrance doors, gates, pool, etc.) is restricted in the interest of security. Such keys may be duplicated only with the assistance of the Association Manager.

1.8.3. Keys for Storage Cage, Bicycle, Motor Scooter, Vehicle

Owners must leave in their unit an extra key or padlock combination for any item stored outside of their unit. In an emergency situation, this will enable the Association Manager, Board Member, or designated person to move or remove items by placing a call to the owner to get the location of these keys/combinations.

1.10. WATER HOSES

All water lines serving the sinks, toilets, clothes washer, and dishwasher must be reinforced wire braided hoses.

1.11. WATER HEATERS

All hot water heaters and thermal expansion tanks located above the water heater must be replaced every seven (7) years or as required by the HPP Board of Directors. An exception can be made for replacement of a tank if the warranty extends further and provision of the warranty and a receipt of purchase to Association Management.

1.12. TOILET AUTO FILL HARDWARE & FLAPPERS

Toilets that run continuously risk failure, creating damaging leaks. Auto fill valves/hardware and flappers should be replaced whenever water continues to run after flushing, and at minimum, every five (5) years.

1.13. STORAGE, DISPLAY OF PERSONAL PROPERTY AND OTHER MATERIALS

1.13.1. The personal property of all Residents shall be stored within their Units or in assigned storage spaces and shall not be stored or left on any of the Common Elements or Limited Common Elements. Per fire code regulations, this includes the Limited Common Area hallways on each level.

1.13.2. Any articles, such as bicycles, authorized by the Association to be kept on the Common Elements must be registered with the Association Management.

1.13.3. The Common Elements and Limited Common Elements shall be kept free and clear of rubbish, debris, and other unsightly material.

- No clothesline or similar device shall be allowed on any portion of the Association Property nor shall items be hung anywhere within the Association Property except within a Unit where it is not visible from the exterior of the unit.
- Laundry and apparel are not to be hung or otherwise displayed on balconies or anywhere outside of the unit where it is visible to others.

1.13.4. Residents may display portable, removable United States and armed services flags in a respectable way (e.g., no larger than four- and one-half feet by six feet) on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day.

1.13.5. Fire exits shall not be obstructed in any manner.

1.14. HEATING/VENTILATION/AIR CONDITIONING (HVAC) EQUIPMENT

1.14.1. The unit owner is responsible for the maintenance and repair of his/her unit's HVAC equipment.

1.14.2. A licensed contractor must do all repairs or replacements in the unit.

1.14.3. The air conditioning condensation line must be cleaned semiannually. Use cleaning method or chemicals solutions recommended by the manufacturer or HVAC licensed contractor.

1.14.4. Repairs or replacements to compressors located on the common property balconies or rooftops, must be performed by a licensed HVAC contractor. Access to the balconies and rooftop must be coordinated with Security or the Association Management unless the property owner has access.

1.15. HAZARDOUS & FLAMMABLE MATERIALS

1.15.1. No improper, offensive, hazardous, or unlawful use shall be made of any Unit or Association Property.

1.15.2. No flammable, combustible, or explosive fluid, chemical or substance shall be kept in any Unit, Limited Common Element, or storage areas, except those approved by local and state fire codes for normal household use.

1.15.3. No one may use or store personal electric, gas, or charcoal grills, heaters, or portable generators inside of their units, on balconies, lanais, in Common Areas or Limited Common Areas or anywhere on Association property.

1.15.4. No fireworks or discharge of any type of firearm shall be permitted on Association property.

1.16. ALTERATION/MODIFICATIONS

The Association's intention is to maintain a uniform appearance of non-structural alterations or additions to the Unit, Limited Common Elements or Common Elements.

1.16.1. No Owner may make changes to the exterior of the Unit or to the interior of the Unit if visible from the outside of the Unit, without the express written consent of the Architectural Review Committee or the Board of Directors, as the case may be.

1.16.2. No awning, canopy, shutter, antenna, satellite dish or other projection shall be attached to or placed on the outside walls, doors, or roof of a Unit or building without the written consent of the Architectural Review Committee or the Board of Directors.

1.16.3. No cityside balcony may contain or include a screen enclosure or other similar structure.

1.16.4 All alterations must have written authorization from the Architectural Review Committee or Board of Directors prior to starting alteration activities. The Unit Alteration Application form is on the HPP website. See Section II for more information.

1.16.5. Major Alterations: Extensive remodeling projects are not allowed December 15 through April 15 unless it is an emergency repair, such as water intrusion, fire, smoke, etc. (Major Alterations Examples: removal or installation of hard floor materials, cabinets, countertops, hurricane shutters; wall removal, moving plumbing.)

1.16.6 Minor alterations: Minor alterations involving minimal noise or elevator use may be scheduled at any time of year during normal working hours. Owner/Resident must complete a Unit Alteration Request Form and have approval from the Management office when the elevator will be used for any equipment or materials. (Minor Alteration Examples: replacing carpet with carpet, replacing water heater, replacing (not moving) plumbing fixtures, minor electrical changes, painting, wallpapering.)

2. COMMON ELEMENTS/ASSOCIATION PROPERTY (EXCEPT POOL/SPA AREA)

2.1. GENERAL

2.1.1. No Resident shall make any use of the Common Area in such a manner as to abridge the equal rights of the other Residents.

2.1.2. No Resident shall remove, prune, cut, damage, or alter any trees or other landscaping located in the Common Areas.

2.1.3. Sleeping is not permitted in the Common Areas.

2.1.4. The sidewalks, entrances, and all passageways must not be obstructed, encumbered, or used for any purpose other than ingress and egress.

2.1.5. Exterior doors to the building are not to be propped open with any object at any time. Only Security and/or Association staff is permitted to block open the garage door entrances.

2.2. CITYSIDE BALCONIES/RIVERSIDE LANAIS

2.2.1. Hurricane shutters for Riverside lanai must meet or exceed standards set forth in the High Point Place Architectural Guidelines. The Architectural Review Committee (ARC) or Board of Directors or its designated representative must approve all hurricane shutter installations. Hurricane Shutter Standards and Unit Alterations Forms are available at the Association Manager's office and on the HPP website.

2.2.2. No exterior radio, television, or data reception antenna or any exterior wiring for any purpose may be installed.

2.2.3. Floor Coverings: Tile and floor covering materials and colors used on balconies and lanais must be approved by the Architectural Review Committee or Board of Directors.

2.2.4. Decorative lighting visible from the building exterior may be installed on the balcony/lanai railings between November 15th and January 15th only.

2.3. RESPONSIBILITY FOR DAMAGE

2.3.1. All common elements inside and Association property outside the building will be used for their designated purposes only, and nothing belonging to owners, their families, tenants or guests shall be kept there without the approval of the Board of Directors, and such areas shall at all times be kept free of obstruction.

2.3.2. Unit owners are financially responsible for damage to the common elements and Association property caused by themselves, their tenants, guests, or family members.

2.4. CHILDREN

For their safety, all children must be under the direct control of a responsible adult while in all common areas on the property.

- Children must always be accompanied by a supervising adult while in the pool area.
- CDC, American Red Cross, and American Academy of Pediatrics recommend for health and safety reasons, children under the age of 5 should not use the hot tub.
- Children of any age in the hot tub or pool are the responsibility of their supervising adult.

2.5. SKATEBOARDING

Skateboarding and in-line skating are prohibited on HPP property.

2.6. NOISE

Loud and disturbing noise is prohibited. All radios, televisions, tape machines, compact disc players, and other players, stereos, singing and playing of musical instruments, etc. shall be regulated to sound levels that will not disturb others and if used at or near the pool shall be used only with earphones.

2.7. SMOKING

Smoking and vaping are not allowed in the interior Common Areas or Limited Common Areas including garages. Smokers must utilize the proper receptacles for disposal.

2.8. GRILLS

Only the Association's four (4) gas grills located on the third-floor pool deck area can be used on High Point Place property. Users must clean the grill and close the shut off valve behind the grill after each use.

2.10. DRONES/UAVs

Flight of Drones/UAVs is prohibited on or above any High Point Place property. A special use exception may be granted by the Board of Directors. The special use must comply within their license and in accordance with the current FAA procedures.

3. POOL/SPA AREA

3.1. USE

- Rules for both the pool and spa are posted within the pool area in accordance with the Department of Health.
- The pool is open from dawn to dusk or as posted by Association Manager or Board of Directors.
- The pool and spa are to be used only by Residents and their guests at their own risk.
- Children must always be accompanied by a supervising adult while in the pool area.
- CDC, American Red Cross, and American Academy of Pediatrics recommend that for health and safety reasons, children under the age of 5 should not use the hot tub.
- Children of any age in the hot tub or pool are the responsibility of a supervising adult.
- All individuals using the hot tub and pool do so at their own risk.
- Large recreational objects that impede the use of the pool by other residents are prohibited.
- Association Management, Security, and Board Members have the authority at all times to maintain order in the pool.

3.2. DEMEANOR

The pool, spa, third floor and fourth floor paver decks areas are common elements for the enjoyment of all owners, tenants, and guests. Safe practices, courteous behavior, and respect for the rights of others must be observed by adults and children at all times.

3.3. FOOD/BEVERAGES/CONTAINERS

- Glass is prohibited on the 3rd and 4th level outdoor area.
- Food and beverages are prohibited within 10 feet of the pool and hot tub/spa.
- Food and beverages on the 3rd and 4th floor outdoor levels must be in unbreakable containers.
- Residents and guests are responsible for properly disposing of trash before leaving the outdoor area.

3.4. FURNITURE/UMBRELLAS

- Per Lee County regulations, all pool furniture must be placed a minimum of four (4) feet away from the edge of the pool.
- Moved pool furniture must be repositioned after use, and raised umbrellas and chaise lounge backs must be lowered.

3.5. INCONTINENT INDIVIDUALS

Incontinent individuals must wear diapers/underwear specifically made for swimming at all times in the pool.

3.6. POOLSIDE GATHERINGS

Exclusive use of the pool area for private parties is not allowed.

3.7. SAFETY WHEN LEAVING POOL AREA

As a safety precaution, after the pool and/or spa, bathers must dry off and wear a cover up over a bathing suit and footwear before going back into the building and/or using the elevators (slipping hazard).

4. TENANTS/GUESTS

4.1. REGISTRATION/OCCUPANCY

4.1.1. Guests occupying a unit for more than 30 consecutive days must apply for occupancy and complete a background check at the Unit Owner's expense.

4.1.2. Residents must notify the Association when short term or long-term guests are occupying their units during the owner's absence via Guest Registration form. The Guest Registration form is available on the HPP website.

4.1.3. During HPP special events, each Unit is allowed no more than ten (10) guests at any given time unless all guests remain in the Resident's unit at all times.

4.2. LEASE APPLICATIONS

- Unit owners may not lease a unit without prior written approval of Association Management.
- Prior to the lease term, a lease application must be completed and submitted to the Association Manager, along with payment of the required fee.
- Internet home trades (AirBnB, VRBO, HomeAway, etc.), personal home trades, or rentals shall be considered a lease and lease procedures must be followed.

- If the lease procedures are not followed, the Board may disapprove the lease, at which time the lease will be treated as a nullity and the Board shall have the power to evict the lessee with five (5) days written notice, without securing the consent to such eviction from the unit owner.
- Association Management and Board Members shall have the authority to immediately evict disruptive tenants.
- Unit owner is financially responsible for any damage done to common areas or other units by their tenants.
- If the lease procedures are not followed, Unit owner may be fined per day the maximum allowed by Florida law.

4.3. LEASING PERIOD RESTRICTIONS

The minimum leasing period is thirty 30 days.

4.4. LESSEE COMPLIANCE WITH RULES PROVISION

All leases must provide the agreement of the lessee(s) to abide by all of the Covenants of the Condominium Document. The Rules and Regulations must be provided to the lessee(s) by or on behalf of the unit owner at or before the commencement of the lease term.

4.5. PET RESTRICTION

Tenants and guests are not permitted to have pets on High Point Place property at any time (including during hurricanes).

5. VEHICLES

5.1. SPEED LIMIT

All Residents and their guests shall observe speed limits of 5 MPH throughout the entire property.

5.2. VEHICLE LIMIT

Each unit may register a combined maximum of two (2) 4-wheeled Vehicles.

5.3. PROHIBITED VEHICLES

No Resident or guest shall store or leave campers, motor homes, RV's, trailers, any boat, personal watercraft, and boat trailers on the Association Property. Unlicensed, inoperable, and unsightly vehicles are prohibited.

5.4. VEHICLE REGISTRATION, PARKING, AND VIOLATIONS

5.4.1 The parking facilities shall be used in accordance with the regulations adopted by the Board of Directors.

- The Association shall have the right to order at the Owner's expense, towing or booting of any vehicle not in compliance with the Parking Rules and Regulations (See 5.4.6).
- Unless otherwise noted, "Vehicle" includes any/all types of cars, trucks, vans, scooters, and motorcycles.

5.4.2. All vehicles are required to be registered with the Association and to display HPP registration decal, transponder, or parking permit.

- The Resident Vehicle Registration Form is on the HPP website and available at the Association Management Office.

- Registration of the vehicle requires a vehicle description, license plate number, and a copy of the state registration form.

5.4.3. All vehicles that require a state tag must be current including registration information. Vehicles registered in states not displaying the expiration of registration on the license plate or windshield must supply a copy of valid vehicle registration to the Association Management.

5.4.4. Motorcycles, scooters, and bicycles are required to display the registration sticker as designated at the time the decal is issued. Motorcycles or scooters must use open areas that are not walkways or handicap areas for parking. They are not to be parked in designated parking spaces unless they are the unit owner's only vehicle.

5.4.5. Designated Parking Space, Numbered Parking Decal, Transponders

Each condo unit is entitled to one numbered parking space reserved for their use.

- Residents will receive one permanent parking decal and one transponder when they register a vehicle with the association.
- The decal and transponder will be permanently attached to the vehicle in accordance with current HPP procedures.
- The owner's vehicle must be parked in the owner's numbered parking space.
- A second permanent parking decal and transponder may be issued upon proof that the resident has a second vehicle. The second vehicle may use a Visitor parking spot.
- No additional permanent parking decals or transponders will be issued to any condo unit.
- If an assigned parking space will be left vacant for more than forty-eight (48) hours, the resident's second vehicle must be moved from the visitor parking space to the unit's assigned space.

5.4.6. Temporary Parking Permits:

- Temporary parking permits may be obtained by contacting the Security Guard.
- Guests staying past midnight must obtain Temporary Parking Permit.
- The temporary parking transponder or parking permit will be attached to the vehicle in accordance with current HPP procedures.
- Temporary parking ~~tags~~ permits will not be issued to the same guest or vehicle for greater than 30 consecutive days or 60 days within a one (1) year period.

5.4.7 Parking Violations and Procedures

General Violations:

First Violation: Registered owner or Unit Owner will receive a warning from Association Management Office

Second Violation: Registered owner or Unit Owner will receive a fine from the Association Management Office

Third Violation: vehicle may be booted or towed.

- Parking in Handicapped spot without appropriate tag
- Storing an unregistered vehicle in the garage
- Storing more than the allowed number of vehicles in the garage

- Parking or storing a vehicle with no HPP Decal or Transponder and no temporary parking permit
- Storing a covered vehicle without a registered sticker number visible
- Parking in an outside visitor space without permission from the Association office
- Damaging another vehicle
- State license plate out of date, more than 6 months past due date
- Unlicensed, inoperable, or unsightly vehicle
- Vehicle cannot operate under its own power
- Vehicle extends past the perimeter of the parking space
- Motorcycles or scooters must use open areas, not walkways or handicap areas, for parking. They are not to be parked in designated parking or visitor parking spaces.

Emergency Violations: vehicle is subject is immediate fine, impound, and/or towing

- Unauthorized, unattended vehicle in emergency, fire, or traffic lane
- Parking in common egress area
- Parking that blocks another resident's access to their vehicle or parking space, or ability to move their vehicle
- Parking in another resident's assigned spot without permission on file with the management office
- Gas powered vehicle parked in EV charging space
- Parking outside of a marked parking space

5.4.8. Outside visitor parking

- Reserved for visitors and vendors only.
- Pickup trucks, full size vans and other vehicles restricting traffic on the upper level of building 2104 are not allowed to park in the outdoor Visitor parking spaces.
- No overnight parking (midnight to 6 AM) in the outside visitor spaces unless approved and pre-tagged by Security.
- Violators will be towed.

5.4.9. Severe Weather Parking Restrictions

If a hurricane's expected path goes through the Fort Myers area or at any time following an official declaration of a mandatory evacuation from Fort Myers, the Association Manager-or a Board member can declare a hurricane visitor parking restriction.

- At that time, only properly registered HPP vehicles bearing a current HPP vehicle sticker will be allowed entrance to the HPP property.
- All vehicles must be parked in a parking space. No vehicle will park outside of a designated space or in the Common egress.
- Association Manager and/or a Board member can reserve the right to limit the number of Temporary Parking Permits and issue them on a first come, first served basis.
- The visitor parking restrictions will remain in effect until cancelled by Management or 8 hours following the hurricane's passage, whichever occurs first.
- HPP residents and/or guests who parked their vehicles illegally will be fined.
- Unregistered guest(s) will be subject to trespassing and reported to law enforcement.

- The single exception to this rule is vehicles with written permission from an owner to use the owner's assigned space.
- No vehicle may be parked in an outside Visitor space or in the Common Egress area

5.5. VEHICLE MAINTENANCE

Vehicle Maintenance is prohibited on condominium property with the following exceptions:

- Washing, cleaning, polishing in the designated area
- Inflation or changing tire
- Jump starting a vehicle

5.6. VEHICLE REMOVAL FOR GARAGE MAINTENANCE

It is the responsibility of the unit owner or, in the absence of the owner, the home watch service, to move any vehicle out of the garage in an event there is a required maintenance to be performed in the area.

5.7. BICYCLES AND OTHER TWO-WHEELED/THREE-WHEELED VEHICLES

- Bicycles and other two-wheeled and three-wheeled vehicles must be registered with Association Management.
- An Association sticker/tag must be affixed to the bicycle/vehicle.
- Bicycles not stored in a unit or a unit's storage locker must be parked or stored in a designated bicycle storage area in the first level garage.
- All bicycles stored in the bicycle storge area must be in "good working condition" (i.e. no flat tires, missing parts, rusted chains).
- Owners of bicycles found in poor working condition will be notified and have thirty (30) days to comply or bicycle will be removed from the property.
- Bicycles without an association sticker may be removed from the property.

6. PETS

6.1. TYPE AND NUMBER

Owners are permitted to have quiet, non-offensive, non-exotic (not requiring a state permit) pets subject to the following limitations:

- Owners shall be permitted to keep two customary household pets in a Unit.
- No pet shall have a maximum weight over twenty-five pounds.

6.2. PET REGISTRATION

- All pets must be registered with the Association.
- Unit owners are required to fill out a pet registration form. This form is available on the HPP website or Management office.
- Any changes to your pet status must be reported to the Association within three (3) days.

6.3. PET CONTROL

6.3.1. All pets shall be kept leashed and tightly controlled by the owner when not confined to the Owner's unit.

- Electronic leashes are not permitted.
- If a leash is not appropriate (i.e., bird), the animal must be in a cage or carried by the owner.

6.3.2. No pets are permitted in the pool.

6.3.3. Dogs are not to be left on the balcony/lanai or with access to the balcony/lanai when owners are not home.

6.3.4. Pets are permitted ONLY in the following areas:

- In the owner's unit
- In the elevator while going to and from the owner's unit
- In the first-floor garage while walking to the dog walk area or the street
- In the lobbies while walking to the owner's parking space

Pets are NOT permitted in the following areas:

- 3rd and 4th Floor outdoor common area pool decks
- 2nd and 3rd floor interior common areas (except to enter/exit garages)
- 2nd Floor Mail rooms
- 2nd Floor driveway roundabouts and ramps leading to the ground level.

6.3.5. Tenants and guests are not allowed to have pets on HPP property at any time (including during a hurricane).

6.4. PET CLEAN UP

Pet walkers, including children, shall enter and exit the building through the first level lobbies. At all times walkers must carry materials to clean up pets' waste and dispose of it in the Pet Waste Stations (by the garage doors). In the event the owner does not immediately clean up after the pet, the Unit owner will be fined.

6.5. UNACCEPTABLE PET BEHAVIOR

The Board may require the permanent removal from the Association property of any pet that becomes a source of endangerment, annoyance, or nuisance to any other Resident.

7. GARBAGE/TRASH DISPOSAL

Refuse and bagged garbage shall be deposited only in the designated areas.

7.1 TRASH CHUTE

- Trash chutes are for bagged, household garbage only.
- No bulky items or items larger than the opening of the trash chute door shall be placed in the trash chute at any time.
- Trash chutes are to be used only between the hours of 6 a.m. and 11 p.m.
- No hot or flaming items are allowed in the trash chute.

7.2. DUMPSTERS IN GARAGE, LEVEL ONE

- CARDBOARD BOXES must be broken down and placed in the CARDBOARD BOX dumpster.
- TRASH: Large household items must be placed in the TRASH dumpster.
- RECYCLES: Recyclable materials must go in the RECYCLE dumpster. A sign posted at the Recycle Dumpster lists which items are appropriate for recycling.
- Violations will result in a fine.

7.3. BULK ITEMS

For large items that do not fit in the dumpsters contact the Association Management Company for proper disposal.

7.4 HAZARDOUS MATERIAL DISPOSAL

Hazardous waste must not be disposed of on HPP property. The nearest disposal location is Lee County Hazardous Waste, 6441 Topaz Court, Ft Myers.

8. UNIT SALES

8.1. NOTIFICATION TO MANAGEMENT

Association Management must be notified at the time a real estate agent is engaged to sell and/or rent a unit or when a unit is listed by Owner for sell and/or rent. An Open House form is available on the HPP website.

8.2. SIGNAGE

For sale signs and other advertisements may not be placed on Association Property including the interior or exterior of a unit if visible from the exterior. An Association "Open House" sign, compatible with the Association's physical structure showing hours and an arrow sign at the bottom of the Phase I ramp will be displayed during Open Houses.

8.3. ACCESS

The unit owner or real estate agent is solely responsible for providing access to the property and the unit.

- High Point Place security codes are not to be provided to anyone who is not a licensed real estate agent.
- Prospective buyers must be escorted by the unit owner or a real estate agent while on Association property.

8.4. OPEN HOUSE

- Unit owners or designees are responsible for providing the Open House Form to the real estate agent when planning an Open House. Units for sale by owner are required to provide this Form.
- Forms must be submitted to Association Management Office 48 hours prior to each Open House. The Form is available on the HPP website.
- Open house must be approved by Association Management Office.
- Open Houses are restricted to Saturdays and Sundays between the hours of 12:00 and 4:00 p.m.
- No Open Houses are allowed on major holidays.

8.5. REALTORS

Realtors who are showing High Point properties must sign-in at the Security Desk and pick up a common area key in exchange for their driver's license. This will help realtors enter the buildings, show common areas more easily, and eliminate the unauthorized distribution of security codes.

8.6. PROSPECTIVE BUYER APPROVAL

Before a real estate contract and/or lease for a unit can be finalized, the prospective buyer(s)/tenant(s) must be approved by the Board of Directors. The Sale/Lease Application is available on the HPP website.

9. MOVING/DELIVERIES

9.1. MOVING IN / MOVING OUT / DELIVERIES

9.1.1 A Move In/Move Out/Delivery form is on the HPP website. The move or delivery shall not be scheduled or approved until the fee and all applicable paperwork is received and processed.

9.1.2 Movers and/or Delivery Companies must provide their business license, general liability insurance, and workers comp coverage information to Association Management prior to beginning any activities.

9.1.3. For moves, deliveries and remodeling, Residents shall schedule with Association Management at least five (5) business days in advance, if reasonably possible, so elevator pads can be installed, and vehicle parking can be accommodated.

9.1.4. Hours for moves, deliveries and remodeling activities are

- Monday, Wednesday and Thursday, 8 AM to 5 PM
- Tuesdays and Fridays 10 AM to 5 PM.
- No moves, deliveries or remodeling activities are permitted on holidays or weekends with the exception of bona-fide emergencies or under exceptional circumstances with the Board's approval.

9.1.5. Moving/Delivery storage containers (PODS, RATPAK, etc.) cannot be unloaded from the truck. Moving/Delivery storage containers must remain on the delivery truck while on the Association Property.

9.1.6. Semi-trucks (18 wheelers or any truck/trailer exceeding 30') are not allowed on the Association's Property at any time.

9.1.7. Moves in and out, deliveries, and remodeling activities are ONLY to be conducted through the First Level parking/building entrances. All moving and delivery items and equipment should be wheeled or carried through the garage door to the building elevators.

9.1.8. Residents or their representatives must be present and supervise delivery and remodeling activities in the Common Areas.

9.1.9. Security and/or authorized personnel will provide direction for parking, operation of the elevator, and route through the parking garage for movers, delivery, and remodeling personnel upon arrival.

9.1.10. Lobby doors are NOT to be propped or left open and unattended. Any doors propped or left open during a delivery will result in a $100 fine per incident.

9.1.11. Association Management will determine whether a guard is needed to supervise deliveries.

9.1.12. Unit owners are held responsible, and are liable, for the costs of any damage caused during moves, deliveries, and remodeling activities to Common Areas (interior and exterior) or to any other unit owner's personal property.

9.1.13. The unit Resident is responsible for immediately cleaning and removing any debris in all Common Areas caused by moves, deliveries, and remodeling activities.

9.1.14 Contractors must remove all their packaging and debris from Association property.

9.2. FEES AND SCHEDULING

- A Moving Fee is required for all in/out moves.
- The move shall not be scheduled/approved until the fee and all applicable paperwork is received and processed.
- All activities must stop by 5:00 PM so elevator pads can be removed and any damage during the activities documented.
- As part of the Move Fee, a guard will be hired by the Association to supervise moves through the Common Areas.

10. ASSOCIATION STAFF

- Employees of the Association shall not be sent off the Association Property by any Resident at any time for any purpose.
- Security Staff shall not be sent off the Association Property by any Resident at any time for any purpose.
- No Resident shall direct, supervise, or in any manner attempt to assert any control over the agents or employees of the Association or of the Security Company.
- Maintenance staff members are not permitted to conduct private work for owners, their families, tenants, or guests while on duty. The Association assumes no responsibility for private arrangements.

11. GATHERING AND CONFERECE ROOM RESERVATIONS

11.1. HPP Events

- The Gathering Room and Conference Room are sometimes reserved for HPP committee meetings and/or scheduled resident events. HPP committees and sub-committees must inform the Association office when they will be using these rooms so the office can put them on the schedule.
- Unless reserved, these rooms shall remain available for all residents to use.

11.2. Private Events

If not previously reserved, the Gathering Room or Conference Room may be reserved for a private event on a first come, first served basis. Gathering Room and Conference Room reservations do not include use of the pool, hot tub, or gym.

11.3. Use Agreement

For private functions, the Gathering Room Use Agreement or Conference Room must be completed and adhered to. This agreement may be obtained through the Association Management office or the HPP web site.

12. CITY HOMES GUEST SUITE USE

- **12.1.** The two City Home Guest Suites may be reserved on a first-come basis. The City Home Guest Suite Use Agreement must be completed and adhered to. This agreement may be obtained through the Association Management Office and on the HPP website.
- **12.2.** Reservations can only be made six (6) months prior to arrival date.

- **12.3.** Residents may not reserve a Guest suite two years in a row for the same major holiday unless it becomes available within two weeks prior to the holiday.

13. FITNESS ROOM

- Rules are posted in the Fitness Center.
- Violation of these rules is subject to a fine.
- All individuals using the Fitness Center do so at their own risk.

14. RULES AND REGULATIONS – ENFORCEMENT

14.1. APPLICATION

These Rules and Regulations shall apply equally to owners, their families, guests, tenants, Association staff, contractors, and sub-contractors.

14.2. SCOPE

These Rules and Regulations do not purport to constitute all of the restrictions affecting the Association property. Reference should be made to the Condominium Documents, the By-laws, and other regulations and requirements.

14.3. FINES

The Board of Directors of the Association is authorized to enforce the Rules & Regulations through legal means including but not limited to imposing fines for violations. The Association can and will assess fines up to the maximum allowed by Florida Statute. If legal action becomes necessary to enforce compliance, violators will be responsible for the Association's attorney*'s* fees in addition to their own.

14.4. ENFORCEMENT PROCEDURE (EXCEPT PARKING, SEE 5.4.6)

14.4.1. Violations of the HPP Rules and Regulations result in a letter warning the offender to correct the condition within 7 days or they will be charged with a $100 fine.

14.4.2. Failure to comply with the warning letter results in the Owner/Resident being issued a fine of $100.

14.4.3. Failure to comply with the violation letter results in suspension of amenities.

14.4.4. Fine recipients are allowed to appeal a decision and request a review within 14 days.

14.4.7. Continued failure to comply may result in fines and suspension of amenities.

SECTION II:

RULES FOR VENDORS, DECORATORS, CONTRACTORS AND SUB-CONTRACTORS

CONTRACTORS

1. All moves, deliveries, and remodeling activities are to be conducted through the First Level parking/building entrances. All delivery items, materials, and equipment should be wheeled or carried through the garage doors to the building elevators.
2. Contractor access to the individual condominium units must be coordinated through the owner, decorator, or other designee, who is also responsible for supervising the workers and assuring workers remain in assigned areas.
3. Prior to authorization for access, the contractors and sub-contractors must show proof to Association Management they have general liability insurance. Contractors required to have a license according

to FL Statute, must also show a license, e.g., plumbers, electricians, et al. Contractors who perform only domestic tasks that do not make material changes in the building or the unit in question, are subject to a less strict standard and may be dealt with on a case-by-case basis.

4. Upon arrival, contractors must sign in daily with the guard at the desk on the 2nd level of the 2104 building.
5. Security will coordinate the unloading of materials and equipment and designate the elevator that workers are to use (padded) and only that elevator shall be used for such purposes. Security will also assist with contractor truck parking. Under no circumstances are workers allowed to park in the garage visitor spaces. Numbered spaces may be used with the owner's permission.
6. All work must be conducted Monday-Friday from 8:00 a.m. to 5:00 p.m., refraining from noise producing construction until 9:00 a.m.
7. Any contractor deliveries requiring an oversized vehicle must be scheduled with Association Management in advance. Hours for deliveries activities are Monday, Wednesday, and Thursday, 8:00 a.m. to 5:00 p.m.; Tuesdays and Fridays 10:00 a.m. to 5:00 p.m.
8. The workers must remove all trash and debris off premises daily. Contractors and other vendors are not permitted to use Association dumpsters. Building trash chutes are not to be used, nor is any trash to be left in units or hallways. Association Management will provide information on disposal of trash.
9. Work preparation is only permitted inside an owner's unit and is prohibited in all other areas without approval from Association Management or Board of Directors. Work preparation includes, but is not limited to, mixing paints, mud, and grout; or sawing, grinding, assembling, etc. Grout, paint, wall mud or any other material may not be poured down building drains, sinks, toilets and bathtubs and are not permitted to be disposed of in any other part of Association property.
10. Contractors must supply their own transport vehicles (dollies, hand trucks, etc.) to move materials if the job requires moving heavy equipment, furniture, etc. and/or involves a large amount of waste disposal.
11. Breaks and lunches, if taken inside the building, should be confined to the owner's unit.
12. No radios will be allowed in the building common areas without headphones.
13. Sprinkler heads may only be moved or covered by a structure by permission from the Fire Marshall.
14. Unit smoke alarms are not to be moved and must be properly protected during any interior finish work generating heavy airborne particles, i.e., sanding and painting.

RESPONSIBILITIES OF OWNER/RESIDENT WHO HIRES CONTRACTOR

1. Each unit owner must complete and submit a Unit Alteration Request Form to Association Management which will then be reviewed by the Architectural Review Committee or designee for review and approval.
2. Renovations must have written approval from the Architectural Review Committee or the Board of Directors.
3. Windows and Hurricane Shutters
    a. A copy of the Hurricane Shutter specifications is maintained by the Association Management Office. Hurricane Shutters must meet or exceed standards set forth by Florida State Law, the Standard Building Code, and the HPP Architectural Review Committee.
    b. Hurricane shutters shall be installed only on the riverside lanai in the location approved by the Architectural Review Committee.
    c. Non-balcony condominium residence windows are a special architect approved laminated glass and are designed and installed to meet or exceed the wind load and windborne debris impact standard of the hurricane shutters.

d. If such non-balcony windows in the condominium residences are replaced, they must be replaced with laminated architectural glass equal to or exceeding the specification of the original glass and comply with the applicable building code.

4. Hard Surface Floors: Unit owners who elect to install unit hard surface flooring materials (i.e., marble, wood) shall first be required to install an approved sound underlayment. Owners are required to seek written approval from the Architectural Review Committee for the installation of hard surface flooring and the underlayment materials,
5. Unit owners are responsible for vendor's, decorator's, contractor's, and sub-contractor's actions and inactions while on the premises. Decorators, contractors, and sub-contractors are on the premises at their own risk and must agree to indemnify and hold harmless the Condominium Association for any liability or damages that might arise in connection with their activities on the premises.
6. Should a vendor, decorator, contractor, or sub-contractor discover a defect in a unit, they must notify the Association Manager immediately so the defect may be verified and corrected prior to doing any work that might be impacted by the defect.
7. It is the responsibility of unit owners to ensure the building is kept clean during and after work is completed on their units.
8. Activities will be monitored during the day. Non-compliance may result in the vendor, decorator, contractor, or sub-contractor being barred from the building.

SECTION III

RULES FOR ASSOCIATION SPONSORED MEETINGS

1. MEETING NOTICES-AGENDA

Notices for Board of Directors, membership, and special Association meetings in which residents are entitled to participate are posted in the mailrooms. Copies of the agenda are available in the Association Management office and are posted to the HPP website.

2. CONDUCT OF MEETINGS

2.1. Roberts Rules of Order (latest edition) governs the conduct of Association meetings when not in conflict with the Declaration of Condominium, the Articles of Incorporation, the By-laws, or Rules, listed below.

2.2. All residents when addressing the Board must provide their name and unit number.

2.3. After an agenda item has been introduced by the Board and after discussion, a motion, and a second a resident may be recognized by the Presiding Officer to speak to the agenda item only once for a maximum of three (3) minutes. During this time Board members are not required to respond to or comment upon the presentations.

2.4. The Presiding Officer has the authority and responsibility to ensure resident participation is relevant to the subject or motion on the floor.

2.5. Before adjourning the meeting, the Presiding Officer may ask the audience if anyone wishes to address a specific Board discussion or vote during the meeting. The rules for resident participation will follow the three-minute time limit. Board members are not required to comment on resident presentations.

I hereby acknowledge I have received, read, and accept these guidelines prior to purchasing or leasing at High Point Place Condominium Association, Inc. I further acknowledge a formal orientation will be scheduled with me to go over more property details and answer any questions I may have about my new residence.

_____

Owner/Tenant – Please Print Unit # Date

_____

Signature

All questions regarding these Rules should be directed to the Association Manager.