



HIGH POINT PLACE CONDOMINIUM ASSOCIATION, INC.

RULES AND REGULATIONS

To All Owners:

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 that owners understand and respect the duties and privileges that accompany ownership and/or occupancy in High Point Place. This document contains practical guidelines for:

1. Promoting safety and wellbeing of High Point Place owners, residents, tenants, and guests
2. Preserving the assets of the building, its owners and residents
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 "Residents" shall include 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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SECTION I:

GENERAL RULES FOR OWNERS, TENANTS AND GUESTS

1. UNIT OWNER RESPONSIBILITIES

1.1. RESIDENTIAL USE:

Units shall be used for single-family residential purposes only with a maximum of two unrelated Residents to a unit.

1.2. CONTACT INFORMATION

Unit owners are responsible for updating their contact information (address, telephone numbers, e-mail address, emergency contact, etc.). The contact information form is available on the HPP website or at management office.

1.3. ABSENCE FROM UNIT

1.3.1. Each Resident who plans to be absent from the Unit during the hurricane season must prepare the Unit prior to departure by lowering hurricane shutters, if so equipped, or remove all items from the balconies and lanais, including fan blades from outdoor ceiling fans. Hurricane season runs from June 1 to November 30. If a unit is unoccupied during this period, and the Fort Myers area could potentially be in the cone of a named storm, Residents must arrange to have balconies and lanais cleared as noted above. To protect the Common Elements and safety of the property and residents, the Association has the right to prepare the unit at the resident's expense. The items will be placed inside the unit. Management or a designee of the Association will be present during the removal.

1.3.2. If leaving for more than 48 hours, residents must turn off main water valve and hot water heater. Air conditioning must be set no higher than 78 degrees.

1.3.3. When the unit is unoccupied for more than thirty (30) days, the resident must notify Management with personal contact information and have the unit physically inspected at least every thirty (30) days by a "home watch" service or other person to protect the unit in the owner's absence. Owners are responsible for informing Management of contact information for the person or service. A form for this purpose is available on the HPP website.

1.4. SEVERE WEATHER PROTECTION

1.4.1. The unit owner is responsible for preparing the unit for protection against possible severe weather damage. If a unit owner is absent, the home watch person or service is responsible for instituting measures to protect the unit and its contents during periods of imminent storm danger. This is not the responsibility of the Property Management.

- 1.4.2.** Owners of units without hurricane shutters are required to remove furniture, fixtures and ceiling fan blades from their balconies/lanais if they are away during hurricane season. Should the Association have to remove items and place them inside the unit; the owner will be charged a minimum of \$100 for removal of fan blades and any other items.

1.5. NUISANCE

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.

1.6. 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 real estate signs on Saturday and Sunday from 12 PM to 4 PM [See Section 9.2].

1.7. DISCHARGE OF MATERIALS FROM UNIT

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

1.8. KEYS

1.8.1. Unit Keys

The Association retains a master (pass) key to High Point Place residences. Prior to changing the lock on the unit door, the owner shall contact the Property Manager to ensure that the new key is compatible with the master key and that the new hardware (lockset, handle and dead bolt) is acceptable to the Board. See the Property Manager for acceptable hardware. If, for any reason, the unit door key is not compatible with the master key, the owner must provide the Property Manager with a spare "new" key for the use of the Association 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 Property Manager or designee will complete a unity entry tag and place it on the entrance door to the unit. The entry tag will include the name of the persons that 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 Property Manager.

1.8.3. Other Keys

Owners should leave in their unit an extra key or combination for padlocks used to secure the unit's storage locker and any item stored elsewhere (i.e., bicycle, motor scooter). This will enable the Property Manager to remove items, if necessary (emergency situation), by placing a call to the owner for the location of these keys/padlock combinations.

1.9. WATER SHUTOFF

Owners are required to shut off the water isolation valve (located in the Utility Closet) before leaving the unit unoccupied or unattended for more than 48 hours. If the unit owner has a home watch service checking the unit on a regular basis, water is still to be turned off and the home watch service should be directed to turn it on when necessary and turn it off again upon leaving the unit.

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/or thermal expansion tanks located above the water heater must be replaced every ten (10) years. 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 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.
- 1.13.3.** The Common Elements and Limited Common Elements shall be kept free and clear of rubbish, debris, and other unsightly material. No clothes line 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.
- 1.13.4.** Residents may display one portable, removable United States flag in a respectable way. Residents may display portable armed services flags, 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.** Air Conditioning must be set no higher than 78 degrees when leaving for more than 48 hours.
- 1.14.4.** The air conditioning condensation line must be cleaned semiannually. Use cleaning method or chemicals solutions recommended by the manufacturer or HVAC licensed contractor.
- 1.14.5.** Repairs or replacements to compressors, which are 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 Property Management, unless the property owner has access and allow the inspection.

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 on balconies and lanais, Common Areas or Limited Common Areas. Current Unit owners as of October 27, 2015 of units on the 3rd and 4th level decks that currently have grills will be grandfathered. Owners must provide an affidavit from the Fire Department proving compliance.
- 1.15.4.** No fireworks or discharge of any type of firearm shall be permitted on Association property.

1.16. ALTERATION/MODIFICATIONS

- 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 balcony may contain or include a screen enclosure or other similar structure.
- 1.16.4.** 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.
- 1.16.5.** Extensive remodeling projects will not be allowed, including but not limited to hard floor removal/installation and/or wall removal, December 15 through March 15 unless it is an emergency repair, such as water intrusion, fire or smoke, etc.

1.17. PADDING ON FURNITURE ON HARD SURFACES

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.

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. BALCONIES/LANAIS

- 2.2.1.** Hurricane shutters must meet or exceed standards set forth in the High Point Place Architectural Guidelines. A copy of these specifications is available from the Property Manager. Architectural Review Committee (ARC) or Board of Directors or its designated representative must approve all hurricane shutter installations. ARC forms are available at the Property 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 ARC or Board of Directors.

2.3. RESPONSIBILITY FOR DAMAGE

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. 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 on the property. Children ages twelve (12) and under must be accompanied by an adult in the pool area and fitness room. Children ages three (3) and under are prohibited in the Hot Tub/Spa.

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 is 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 provided four (4) gas grills located on the common area third floor pool deck area can be used on High Point Place property (refer to Hazardous & Flammable Materials section 1.15.3.). Each user must clean the grill and close the shut off valve behind the grill after each use.

2.9. DRYING LAUNDRY

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.

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. The pool and spa are to be used only by Residents and their guests at their own risk

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. GLASS/OTHER CONTAINERS

No glass of any kind is permitted in the 3rd and 4th level outdoor area. Any liquid refreshment consumed near the pool area must be in paper, plastic, or other unbreakable containers. Containers must be placed in the receptacle provided before leaving the pool area.

3.4. FURNITURE/UMBRELLAS

Per Lee County regulations, all pool furniture must be placed four (4) feet away from the edge of the pool. Pool furniture that has been moved must be repositioned after use and umbrellas that have been raised 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. Residents may gather poolside anytime between dawn and dusk. No food or beverages may be consumed within ten (10) feet of the pool and spa.

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 Resident's expense.
- 4.1.2.** Residents must notify the Association when guests are occupying their units during the owner's absence via Guest Registration form.
- 4.1.3.** During HPP special events, Residents must supply the Association with a guest list. A master list will be compiled and given to the Security Guard. Each Unit will be 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 the Association. Prior to the lease term, a lease application must be completed and submitted to the Property Manager, along with payment of the required fee. If these 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. The application form for leases is available on the HPP website or at the management office.

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. The Rules and Regulations are available on the HPP website.

4.5. PET RESTRICTION

Tenants and guests are not permitted to have pets on High Point Place property.

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 have a combined maximum of two (2) 4-wheeled Vehicles.

5.3. PROHIBITED VEHICLES

No Resident 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. REGISTRATION

- 5.4.1.** All vehicles that require a state tag must be current including registration information. Vehicles registered in states that do not display the expiration of registration on the license plate or windshield must supply a copy of valid vehicle registration to the Association. A violation will occur if current registration is beyond six (6) months of expiration of current registration.
- 5.4.2.** All vehicles are required to be registered with the Association and to display HPP registration decal or temporary pass in the lower driver's windshield. New Residents are issued two (2) decals at orientation. Unless old decals are returned to Security or Management, replacement decals are issued at a \$20 fee per decal.
- 5.4.3.** Motorcycles, scooters and bicycles are required to display the registration sticker as designated at the time the decal is issued.
- 5.4.4.** Guests staying past midnight must fill out a Guest Registration Form to obtain temporary parking tags. Temporary parking tags may be obtained by contacting the Security Guard. Temporary parking tags 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.
- 5.4.5.** On a second violation, if the vehicle can be identified (HPP sticker number or unit number on temporary parking pass), Security will attempt to contact the vehicle owner by phone and email if available.
- 5.4.6.** **A 24-hour notice is provided, but afterward, a vehicle can be booted or towed for the third violation of the same type within a ninety (90) day period.** If the vehicle can be identified (HPP sticker # or unit # on temporary parking pass), prior to ordering a boot or tow, Security will attempt to contact the vehicle owner by phone and email.
- 5.4.7.** If an assigned parking space is 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.

5.5. PARKING

- 5.5.1.** The parking facilities shall be used in accordance with the regulations adopted by the Board. The Association shall have the right to order, at the Owner's expense, the towing or booting of any vehicle which is not in compliance with these Parking Rules and Regulations. Unless otherwise noted, "Vehicle" includes any/all types of cars, trucks, vans, scooters, and motorcycles.
- 5.5.2.** 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. Bicycles must be stored in the bike racks located in the first floor garage or in Resident's unit/storage unit.
- 5.5.3.** Parking in other units' assigned spaces is not allowed unless written agreement between the Residents is submitted to the Association.
- 5.5.4.** All vehicles and contents of vehicles must fit in designated parking spaces and not extend past the perimeter of the parking space into another parking space or Common egress. For safety reasons, all hitches must be removed from vehicles while on Association property.
- 5.5.5.** No vehicle will park outside a designated space or in the Common egress at any time, including during a named storm.
- 5.5.6.** Covered vehicles must display the HPP sticker number to which the vehicle is registered.
- 5.5.7.** No vehicle which cannot operate on its own power shall remain on Association property. No repair of vehicles, except inflation or changing of tires and/or jump-starting vehicle battery, shall be made on the Association property.
- 5.5.8.** Outdoor parking spaces, marked as "Guest", are to be used by Guest of Residents and Vendors only. No overnight parking is allowed in these spaces. Exceptions must be approved by Security, e.g. oversize vehicles or inside Visitor spaces are not available.
- 5.5.9.** The Board of Directors can select Visitor spaces near entrances to the Lobbies on the ground floor as designated short term visitor parking only. Parking in the designated spaces will limited to three (3) contiguous days.

5.6. MAINTENANCE

Vehicle maintenance, except car washing, cleaning and polishing in a designated area, is not permitted on the condominium property, except inflation or changing of tires and/or jump-starting vehicle battery.

5.7. VEHICLE REMOVAL

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.

6. BICYCLES AND OTHER TWO-WHEELED VEHICLES

- 6.1.** Bicycles and other two-wheeled vehicles must be registered with Security. An Association sticker/tag must be affixed to the bicycle/vehicle to avoid removal from the property. Such vehicles 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 there must be in "good working condition" (i.e. no flat tires, missing parts/seats, rusted chains). Owners of vehicles found in poor working condition will be notified and have thirty (30) days to comply or they will be removed from the property.

7. PETS

7.1. TYPE AND NUMBER

Owners are permitted to have quiet, non-offensive, non-exotic 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.

7.2. PET CONTROL

- 7.2.1.** All pets shall be kept leashed and under the control of their owner when not confined to the Owner's unit. Electronic leashes are not permitted.
- 7.2.2.** No pets are permitted in the pool area.
- 7.2.3.** Dogs are not to be left on the balcony/lanai or with access to the balcony/lanai when owners are not home.
- 7.2.4.** Pets are not permitted in the following areas: (1) on 3rd or 4th floor common area of the outdoor decks; (2) 2nd and 3rd floor interior common areas (except to enter/exit garages); (3) in mail rooms; and (4) on second floor roundabouts and ramps leading to the ground level.

7.3. 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 a sanitary manner. In the event the owner does not immediately clean up after the pet, the Association will clean the area and the Unit owner will be charged up to \$100 per occurrence.

7.4. 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.

7.5. 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.

8. GARBAGE/TRASH DISPOSAL

- 8.1.** Refuse and bagged garbage shall be deposited only in the designated areas.
- 8.2.** Trash chutes are for bagged, household garbage only. No articles such as hot or flaming items, cardboard boxes, pizza boxes, Styrofoam, pillows, area rugs or other articles measuring larger than the opening of the trash chute door shall be placed in the trash chutes at any time. Trash chutes are to be used only between the hours of 6 a.m. and 11 p.m.
- 8.3.** Household refuse, recycle, and broken-down cardboard is to be placed in the designated receptacles located on the first level of the parking garage. Violations will result in a fine of \$100 per incident.
- 8.4.** For large items that do not fit in the dumpsters contact the Management Company for proper disposal.

9. UNIT SALES

9.1. NOTIFICATION TO MANAGEMENT

Property 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.

9.2. 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 “for sale” 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.

9.3. ACCESS

The unit owner or real estate agent are 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 sign in with Security and be escorted by the unit owner or a real estate agent while on Association property

9.4. OPEN HOUSES

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 48 hours prior to each Open House. The Form is available on the HPP website. 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.

9.5. 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.

10. MOVING/DELIVERIES

- 10.1.** An Association Orientation Meeting or at least a briefing by management or the realtor must be completed prior to any Resident moving in or occupying any unit. In the case of the latter, new residents must attend an Orientation Meeting within three months.

10.2. MOVING IN OR OUT

- 10.2.1.** For moves, deliveries and remodeling, Residents shall schedule with Security or the Management Company at least five (5) business days in advance, if reasonably possible, so elevator pads can be installed and vehicle parking can be accommodated.
- 10.2.2.** Hours for moves, deliveries and remodeling activities are Monday, Wednesday and Thursday, 8 AM to 5 PM and Tuesdays and Fridays 10 AM to 5 PM. No moves, deliveries or remodeling activities are permitted on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day or weekends with the exception of bona-fide emergencies.
- 10.2.3.** Moving/Delivery storage containers (PODS, RATPAK, etc.) cannot be unloaded from the truck. If you use a moving/Delivery storage containers, it must remain on the delivery truck while on the Association Property.
- 10.2.4.** Semi-trucks (18 wheelers or any truck/trailer exceeding 30') are not allowed on the Association's Property at any time.
- 10.2.5.** \$150 Move In 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 4:30 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.

- 10.2.6.** Movers, delivery companies and remodeling contractors must provide their business license, general liability insurance, and workers comp coverage information prior to beginning any activities.
- 10.2.7.** 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, remodeling materials and equipment should be wheeled or carried through the garage door to the building elevators.
- 10.2.8.** Management 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.
- 10.2.9.** 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.
- 10.2.10.** Management will determine whether a guard is needed to supervise deliveries.
- 10.2.11.** Residents or their representatives must be present and supervise delivery and remodeling activities in the Common Areas.
- 10.2.12.** 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.
- 10.2.13.** The unit Resident is responsible for immediately cleaning and removing any debris in all Common Areas caused by moves, deliveries, and remodeling activities. Contractors must remove all their packaging and debris from Association property.

11. ASSOCIATION STAFF

Employees of the Association 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. 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.

12. GATHERING ROOM RESERVATIONS

- 12.1.** The Gathering Room is sometimes reserved by the Social Committee for certain reoccurring events.
- 12.2.** Otherwise, the Gathering Room may be reserved on a first come, first served basis. Unless reserved, the Gathering Room shall remain available for all Residents to use. Gathering Room reservations do not include use of the pool, hot tub, or gym.

- 12.3.** A Gathering Room Use Agreement must be completed and adhered to. This agreement may be obtained through the management office or the HPP web site.

13. CITY HOMES GUEST SUITE USE

- 13.1.** 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 Management Office and on the HPP website.
- 13.2.** Reservations can only be made six (6) months prior to arrival date.
- 13.3.** 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

14. FITNESS ROOM

Rules are posted in the Fitness Center. Violation of these rules is subject to a fine of \$100 per occurrence.

15. RULES AND REGULATIONS – ENFORCEMENT

15.1. APPLICATION

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

15.2. 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.

15.3. 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 of these Rules and Regulations or any of the Condominium Documents. According to Florida Statutes, a fine of up to \$100.00 per day per violation may be assessed with a maximum of \$1,000.00 for that violation. 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.

15.4. APPEAL'S REVIEW COMMITTEE

Fine recipients are allowed to appeal a decision and request a review. The Board of Directors must establish an Owner's Review Committee consisting of three unit owners with allowance for

two alternates. Board members and their spouses are ineligible for membership on the Committee. Upon an appeal, the Committee will review violations and suggest potential fines to the Board following the guidelines established.

SECTION II

RULES FOR VENDORS, DECORATORS, CONTRACTORS AND SUB-CONTRACTORS

WORKING FOR THE UNIT OWNERS

1. 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.
2. Upon arrival, contractors must sign in daily with the guard at the desk on the 2nd level of the 2104 building. Prior to authorization for access, the contractors and sub-contractors must show proof 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.
3. 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.
4. Any contractor deliveries requiring an oversized vehicle must be scheduled with Security or Management in advance. Hours for deliveries activities are Monday, Wednesday, and Thursday, 8:00 a.m. to 5:00 p.m. and Tuesdays and 10:00 a.m. to 5:00 p.m..
5. The workers must haul 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. Security will provide information on disposal of trash.
6. Workers must contact Security and coordinate the unloading of materials and equipment. Security will designate the elevator that workers are to use (padded) and only that elevator shall be used for such purposes.
7. After unloading, workers must park their vehicles in the designated area specified by Security. Under no circumstances are workers allowed to park in the garage visitor spaces. The numbered spaces may be used with the owner's permission.
8. Work preparation is only permitted inside an owner's unit and is prohibited in all other areas without approval from 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.
9. 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.
10. Breaks and lunches, if taken inside the building, should be confined to the owner's unit.
11. No radios will be allowed in the building common areas without headphones.
12. Sprinkler heads may only be moved or covered by a structure by permission from the Architectural Review Committee.

- 13.** 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.
- 14.** Each unit owner must complete and submit an Alteration Architectural Application to the Architectural Review Committee or designee for review and approval to install hurricane shutters, which must meet or exceed standards set forth by Florida State Law and in the Standard Building Code. A copy of these specifications is maintained by the Management Company. Non-balcony condominium residence windows are a special architect approved laminated glass, and they are designed and installed to meet or exceed the wind load and windborne debris impact standard of the hurricane shutters. Hurricane shutters shall not be installed on non-balcony windows in condominium residences. 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.
- 15.** 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,
- 16.** Unit owners are responsible for vendor's, decorator's, contractor's, and sub-contractors' 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.
- 17.** Should a vendor, decorator, contractor or sub-contractor discover a defect in a unit, they must notify the Property Manager immediately so the defect may be verified and corrected prior to doing any work that might be impacted by the defect.
- 18.** It is the responsibility of unit owners to ensure that the building is kept clean during and after work is completed on their units.
- 19.** Activities will be monitored during the day. Non-compliance may result in the vendor, decorator, contractor, or sub-contractor being barred from the building.

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

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 at the Security desk, the Management office, and 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.** A resident wishing to comment on an agenda item must sign the Resident Comment Sign-in Sheet and indicate the agenda item on which they wish to comment.
- 2.3.** All residents when addressing the Board must provide their name and unit number.
- 2.4.** After an agenda item has been introduced by the Board and prior to the Board beginning discussion on that item each resident signed up will 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 will not respond to or comment upon the presentations. A person shall not assign his or her speaking time to another person.
- 2.5.** Once all residents have completed their presentations, the Board assumes control of the item, and discussion is limited to only members of the Board; however Board members may ask a member of the audience for potentially helpful information.
- 2.6.** The Presiding Officer has the authority and responsibility ensure resident participation is relevant to the subject or motion on the floor.
- 2.7.** 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 will not respond or comment on resident presentations.