

PIPER'S POINTE CONDOMINIUM ASSOCIATION, INC.

170 Grand Oaks Way, Naples FL 34110

2026 Abridged Version RULES & REGULATIONS and RELATED INFORMATION

This document is mandatory reading for all applicants seeking membership and/or lease, and it must be shared with all guests. Prior to the execution of any purchase and sales agreement, purchase agreement, lease, or occupancy agreement, applicants must acknowledge having read this document. Additionally, a compliance agreement, in writing, must be signed by all parties involved.



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TELEPHONE NUMBERS

EMERGENCY	911
COUNTY NON-EMERGENCY HELP	311
Gulf Breeze Management	239-498-3311
Gulf Breeze Management EMERGENCY	239-410-3734
Piper's Pointe Office	239-592-0408
Maintenance Supervisor	239-784-8360

WEBSITE

www.piperspointecondo.com

MY PHONE NUMBERS

[illegible]

RULES SUMMARY

These rules are all contained in the condominium documents and the minutes of the meetings of the Association after the last abridged publication of the condominium documents. It is mandatory that you share this abridged edition with your family and guests when you are hosting them for any extended stay. Compliance with the rules and procedures will make your residency here pleasurable for you and your guests. Welcome to Piper's Pointe – ENJOY!

Authority

The applicable rules and regulations shall be enforced upon all property owners, residents, family members, tenants, occupants, agents, visitors, employees, and guests. Owners shall be held accountable for all others mentioned when required to ensure compliance. Florida Law (Chapter 718) mandates that each condominium owner receives a set of condominium documents.

As an owner, you should have received a set of these documents at the closing of your unit purchase, and you are legally obligated to provide any subsequent purchaser with a set of these documents. Copies of the condominium documents are available from the Management Company for a fee. The condominium documents contain rules and restrictions on renting, vehicles, pets, pool usage, trash disposal, and other matters that could influence a buyer's or renter's decision.

All new owners and lease applicants are required to read and acknowledge having read the abridged version of the Rules and Regulations provided to them, before signing a final purchase and/or rental agreement. This acknowledgment constitutes the owner's or renter's agreement to comply with the rules and regulations outlined in the condominium documents and these

abridged rules and regulations. It is also their responsibility to inform their guests and visitors of these rules and regulations.

Owner/agents submitting LEASE APPLICATIONS are solely responsible for ensuring that the applicant(s) clearly read, comprehend, and can respond to the application in English or provide the necessary resources for them to do so.

Enforcement

The Board of Directors and/or the Management Company, in accordance with the applicable Covenants and By-Laws, shall enforce all rules.

The Board of Directors does not have the authority to make changes or make any exceptions to the Condominium Declaration. The Board of Directors consists of five (5) owners who are elected to serve on the condominium board for a two (2) year term. Each PPCA board member elected is required by law to be certified by the State of Florida within 90 days of his/her election. If you have any questions you wish to direct to the board, please put them in writing, care of the Management Company.

Board meetings are normally held during October through April. A notice is posted on the official bulletin board, located at the Clubhouse corridor, at least forty-eight continuous hours in advance of each Board Meeting. For annual and special meetings, in addition to mandated notification procedures, a fourteen (14) day notice is posted. All owners are welcome to attend but may be limited in speaking on agenda items only.

Complaints concerning misconduct and infractions of condominium regulations should be reported to the Property

Manager or Board of Directors, preferably in writing. All written complaints are kept confidential and must be signed and dated by the person or persons initiating the complaint along with the contact information. Complaints of behavior that rise to the level of infractions of the law, county, state, or country, must be reported to the respective proper authorities.

The local number for law enforcement is 911. This includes infractions of the county and Association laws that pertain to pets.

Prospective Owners

The legal transactions for the purchase of a unit are conducted between the current owner of record, the prospective buyer, with the assistance of the management company, Gulf Breeze Management Services of SW Florida, Inc.

Membership in the condominium association is mandatory and is considered by application through the management company. The application must be completed in its entirety to be considered, along with all other requested documents and fees. Contained in your purchase (by Florida Statute 718) is a complete copy of the Piper's Pointe Condominium Association, Inc. documents, along with the documents, two keys to the mailbox assigned to the unit and a key to the community pool(s).

The Association does not maintain a key to any mailboxes. Pool keys may not be copied. Replacements may be purchased from the Association through the Maintenance Supervisor. Parking permits are assigned and applied to the vehicle's lower left rear windshield by our staff after approvals are determined.

New owners must ensure that the Association has a working key(s) to the unit by consulting with the Maintenance Supervisor within 72 hours of occupancy/ownership. This is mandated by the statute of the State of Florida. See Florida Statute 718. All locks shall have a hard key capability, and the key submitted to comply with this provision must be a hard key. No codes or technological instruments will be an accepted method for entry for Association access.

All prospective owners and their agents should consider, as part of the inspection process, that the unit is fully compliant with the most recent Condominium Documents of Record, Collier County, and the Rules and Regulations of the Association. The owner of record, owner's agent, and/or the seller's representative shall determine and certify that the unit is fully compliant with the Condominium Declaration and Rules and Regulations in writing before submitting a Membership Application. This certification shall be obtained through the Piper's Pointe Condominium Association, Inc. as part of the membership application submitted to the Association's Management Company. This may assist with future legal issues regarding compliance. By Florida State Statute, a copy of the condominium documents is a required element of the sale.

All pool keys are the property of the Association and shall be transferred with the sale. The mailbox keys are the property of the owner and shall be transferred to the new owner.

Prospective Tenant/Lease Holders

Lease transactions for a unit are conducted between the current owner of record (owners may conduct this transaction through an agent) and the prospective tenant with the assistance of the management company, Gulf Breeze Management Services of SW Florida, Inc. Residency at Piper's Pointe is considered by

application through the management company. A completed application must be submitted **30 days** in advance of the occupancy date. **The application must be completed in its entirety to be considered, along with all other requested documents (see requirements below).**

Upon acceptance for residency in the community, the tenant shall confirm that they have received a set of mailbox keys and at least one pool key as part of their transaction from the owner. Parking permits are assigned and must be applied to the lower left rear windshield of the resident vehicle(s) by our staff after approvals are issued and permits remain the property of the Association. Lessees are required to confirm, by signing, that they have read, understood, and will abide by rules set forth in the latest issue of the Piper's Pointe Condominium Association, Abridged Version of the Rules Handbook, and abide by all the stipulations in the condominium documents.

A completed lease application comprises a legible Piper's Pointe application, the requisite security deposit(s), a filing fee (if applicable), an insurance certificate or binder, the owner's lease agreement, and references, including credit and character references. A completed application is one in which all questions and information have been answered and completed. If a question is not applicable, "N/A" should be entered in the appropriate line. **Signatures, initials, printed names of all applicants, agents, and witnesses are mandatory in the designated spaces. Without these signatures, the application is considered incomplete and will not be accepted. The application will be time-stamped only after it has been completed. In instances where an applicant declares the presence of an Emotional Support Animal (ESA) in the unit,**

which is typically precluded by such declaration, all lease applications must be accompanied by documents supporting the need for such animal. These documents should include information on the animal, such as its breed, weight, county license, and health records.

Authorized Resident For Identification

An authorized resident for identification is a resident of Piper's Pointe who is registered with the Association's management company. Residents of the community without registered status are not authorized amenity users. (The use of amenities without authorized status is limited to invited guests.)

FACILITIES/GENERAL

8.1 PARKING SPACES

Each unit is allocated one (1) parking space under the carport and one (1) unassigned space or guest space in front of their building. **No** unit shall occupy more than two (2) parking spaces over an extended period. (See long-term storage.) If two (2) vehicles are issued permits for parking, one vehicle should be parked overnight under the assigned carport for the unit. The exception to this regulation is a vehicle wherein the operator is assigned a handicap plate/placard by a government agency or subdivision thereof, properly displayed in accordance with Florida laws. Handicap parking is available to any authorized operator. No handicap parking space shall be designated for any one operator/vehicle.

All vehicles parked in the carports and guest parking area shall be parked so as not to extend beyond the inner portion of the swale.

Handicap parking is provided, exceeding the legal requirement, to enhance the convenience of individuals with disabilities. It is crucial to emphasize that there are no designated handicap parking spaces for any specific individual or vehicle. These spaces are intended to improve accessibility and facilitate the loading and unloading of vehicles. **They should be readily available to those in need at all times**. It is important to note that these spaces are not intended for long-term parking.

RESTRICTIONS

9.1 RESIDENTIAL USE

Units shall be exclusively utilized for **single-family** residential purposes. The maximum occupancy per unit is six individuals, with a cap of two persons per bedroom. No commercial activities, including trades, businesses, professions, or any other commercial endeavors, shall be conducted from a unit or any location on the community property.

9.2 CHILDREN

For the safety of the community, an adult must always closely supervise children to ensure that they do not become a source of annoyance to other residents. In no event shall children under thirteen (13) years of age be permitted in the pool areas or communal areas unless accompanied by an adult. The term “accompanied” presumes supervision. Children running and playing in streets, the pool area, on the

stairs, or near the lake are a safety hazard that impacts the provisions of our liability insurance and are disruptive to others in and around those areas. Please refer to the documentation herein and the signage at the pool regarding pool rules that apply to adults and their supervised children alike. It is expected that children will be supervised to ensure they abide by all pool rules. Please note that the community pools are also the backyards of many of our residents who are entitled to peace and tranquility.

9.3 PETS - ANIMALS

Domesticated dogs and cats are permitted to be housed only in owner-occupied units and units where provisions outlined by the Americans with Disabilities Act (ADA) and the Fair Housing Act (FHA) dictate. **They must always be leashed when outside the unit.** The owner or person in control of the animal is responsible for removing pet waste. Infractions of the county regulations pertaining to pets will be referred to the county. No parrots, macaws, or other vocal birds, monkeys, reptiles, amphibians, or livestock are permitted in the unit. No pets of any kind are permitted in leased or rented units. Owners shall not leave pets unattended where their noise may disturb others. The privilege to keep a pet on campus is contingent upon the consideration of the community and is not at the expense of other members' rights. Whether attended by the owner or a designee, any pet, including emotional support animals, may be expelled if the owner fails to clean up its waste, observe the leash requirements, or ensure the animal does not intimidate or otherwise disturb other members or guests in the t in the Piper's Pointe Condominium Association, Inc., who leases their unit, in accordance with the declaration, rules, and regulations and statutes of the State of Florida to a tenant or tenants who will harbor an animal, except a ADA-registered and trained Service Dog, shall obtain and maintain a liability

insurance policy naming the association as an additional insured for any claim related to the animal in the amount of Twenty Thousand, (\$20,000.00) U.S.D. Any person or owner who fails to comply with Association, local, or state Rules and Regulations, Statutes, or Ordinances is subject to a fine. Fines are outlined later in this document. This shall include but is not limited to the picking up and disposal of pet waste, leash violations, and nuisance animals.

9.4 SMOKING

Smoking in the pools, pool decks and clubhouse are always prohibited.

Smoking in leased units by lessees is allowed with written agreement with the owner of the unit.

Unit lanais are not the property of the unit owners; but are Limited Common Element. Smoking and like activity is permitted so long as the residual effects (second-hand smoke) does not migrate to adjoining units up and around the lanai. Secondhand smoke migrating to another unit is a violation of the Condominium Declaration under Section 12.2. Smoking, vaping, and the use of tobacco products are strictly prohibited in all areas of the pool, pool deck, and clubhouse.

Leaseholders are permitted to smoke in their leased units with the written consent of the unit owner. Unit lanais are not considered the property of the unit owners but are classified as a Limited Common Element. Smoking and similar activities are permitted as long as the residual effects (secondhand smoke) do not migrate to adjoining units within

the lanai area. Secondhand smoke migrating to another unit constitutes a violation of the Condominium Declaration under Section 12.2.

9.5 DISTURBANCE

No individual shall utilize or permit the use of a unit in any manner that would be excessively disruptive, detrimental, or a nuisance to others. Additionally, the premises shall not be used in a disorderly or unlawful manner. This includes the migration of secondhand smoke from lanais, stairwells, and pool areas. Quiet hours are observed from 10:00 P.M. to 7:00 A.M., continuously 24 hours a day, 365 days a year. Community living entails a cooperative and courteous endeavor by all residents and their guests.

Should disturbances escalate to the point of interfering with reasonable living conditions, the Collier County Sheriff's Department should be contacted at 911. Reporting the incident to the Association or management company after the fact is of no consequence.

9.6 VEHICLES

NO boats, trucks of any kind, trailers, commercial vehicles, vehicles used for commercial purposes, recreational vehicles, motorcycles, or scooters shall be parked or stored for a period exceeding four (4) hours (in the aggregate) unless such vehicles are essential for the construction and/or repair of a structure or for ground maintenance. No repair or maintenance of any motor vehicles is permitted. No vehicles of any kind, in urgent need of visual repair, shall be parked or stored on the property. Certain government vehicles, as per Florida Statute 718, are exempt from this provision (e.g.,

vehicles registered for the Collier County Sheriff's Department).

Speed limits on all roadways are 15 MPH. The Collier County Sheriff's Department has been requested to monitor traffic rules within the complex. For clarification, the intended interpretation of the four (4) hour rule is to allow visitors to park up to four (4) hours and to prevent the regular parking of prohibited vehicles by residents/owners. All bicycles, scooters, skateboards, and similar recreational devices powered by any means other than pedals or similar accessories shall be prohibited from operation on the property of the Association. An exception to this rule is devices owned by the Association or those used by authorized vendors.

9.7 LONG-TERM VEHICLE STORAGE

Residents who store their personal vehicles on the property for more than two (2) weeks must provide the Association with a means to relocate that vehicle to a safe area should it become necessary during their absence. Provide the name, address, telephone number, and email address of the person you authorize to move the vehicle. When it becomes necessary to move a stored vehicle for necessary maintenance, emergency purposes, or when provisions have not been made for the operation of the vehicle, it will be towed at the owner's expense. Long-term storage should be under the unit's assigned carport.

9.8 EV CHARGING STATIONS

The Piper's Pointe Condominium Association, Inc. establishes the following guidelines for the installation and

utilization of Electric Vehicle Charging Stations on the premises of Piper's Pointe: In addition to the statutes, ordinances, rules, and regulations promulgated by the State of Florida and Collier County concerning such installations, maintenance, and all other provisions pertaining to Electric Vehicle Charging Stations in condominium communities, the following must be demonstrated in the request for installation and during the actual installation and use of an EV charging station within the Piper's Pointe Condominium Association:

- Compliance with bona fide safety requirements, in accordance with applicable building codes or recognized safety standards, for the safeguarding of individuals and property.
- Adherence to architectural standards adopted by the Associated governing dimensions, placement, and external appearance of the station (provided that the standards do not preclude the installation or significantly augment the installation costs).
- The installations will necessitate separately metered service routed underground to designated locations, and the associated expenses will be the responsibility of the owner.
- Engagement of the services of a licensed and registered firm proficient in this type of installation and removal.

Provision of a certificate of insurance naming the Association as an additional insured on the owner's insurance policy for any claim related to the installation within fourteen days of receiving the Association's approval to install it.

9.9 ANTENNAS - SATELLITE DISH

No aerials, antennas, pools, masts, radio band antennas, satellite dishes, or any wiring for any purpose may be

installed on the exterior of the buildings. No signs, banners, or decals shall be exhibited from any units.

9.10 ACCESS

The sidewalks, entrances, vestibules, landings, and stairways must not be obstructed or encumbered with fixtures, flowerpots, or other objects. They should only be used for ingress and egress. The North Naples Fire District personnel will periodically monitor and enforce this provision, issuing citations and fines to violators.

9.11 STAIRS

All staircases shall be utilized exclusively for their designated purpose and shall not be employed for hanging garments, cleaning rugs, washing or drying lines of any kind, or accommodating any foreign objects. The North Naples Fire District diligently monitors access points to ensure compliance with these regulations.

9.12 COMMON ELEMENTS

All common elements, both inside and outside the buildings, will be utilized for their designated purposes and maintained free from obstructions. **NO** articles belonging to unit owners, lessees, or guests shall be kept within or on the premises. This includes the six restricted utility vehicle parking locations designated for the exclusive use of commercial services, vendors, emergency vehicles, or special permitted vehicles.

9.13 GARBAGE/TRASH

Garbage or trash shall be disposed of only in accordance with all state and county regulations. All items that are not

designated as recyclable, **including** Styrofoam, must be disposed of in the dumpsters provided. The access doors to the dumpster must be closed immediately after depositing the refuse. Under no circumstances shall any items of any kind be left in the dumpster enclosure, or on, besides, around, or on top of the dumpster. There are two doors, one on each side of the container. If the container appears full, use the other side access door.

Recyclable items shall be deposited in the designated recycle bins. **Break down all cardboard and paper boxes and place them entirely within the recycle bin.** Besides paper and cardboard, recyclables labeled #1 to #7 inclusive, glass jars, jugs, bottles, containers containing tin, steel, aluminum, aerosol cans, metal pots, pans lids, and cookie sheets are the only items designated as acceptable for the recycle bins. Only items, as listed on the Collier County Recycle posting, shall be deposited. If you are unsure of the designation, dispose of it in the dumpsters. Recyclable items must not be in plastic bags. Retailer plastic bags used to carry groceries and dry goods should be returned to retailers for recycling. Ensure that the recycle bin lid is firmly closed after depositing items. Should the recycling receptacles reach maximum capacity, use the dumpsters. Do not leave disposed items exposed.

*****Disposal of Large Household Item Large Household*****

Appliances, televisions, and electronics must be removed from the property by the owners.

If the item is reusable, consider donating it to one of the following organizations:

- Goodwill Industries (239) 610-4963
- St. Vincent DePaul Society (239) 992-1899
- St. Matthews House (239) 774-3315
- Dispatch@stmatthewshouse.org
- Similar groups

Items that fall into these categories and are disposed of in any other manner on the property will result in a fine and the cost of removal to the owner or leaseholder responsible.

CONSTRUCTION MATERIALS shall not be disposed of in any PPCA receptacles and must be disposed of by the owner/owner's contractor at the owner's expense. Owners will be fined and charged for the cost of the removal of construction materials.

9.14 NORTH NAPLES FIRE DISTRICT REGULATIONS- FIRE HAZARD-GRILLS-PROPANE

No fire exits shall be obstructed in any way. No articles shall be placed on landings, nor shall anything be hung from windows, balconies, or placed on windowsills. Neither shall any linens, clothes, curtains, rugs, or mops be shaken out or hung from any window or door. No gas, propane, or charcoal cooking is permitted on lanais. Propane tanks are not permitted to be stored in units or on lanais. Periodic inspections are conducted by the fire district to monitor compliance.

9.15 LEASING/RENTING

Leasing or renting of a unit, by unit owners shall be permitted and subject to the provisions of the condominium

documents. No condominium unit shall be rented for a period of less than ninety (90) days. No unit may be leased more often than three (3) times in a calendar year. Approval must be obtained from the Management Company, and all leases must be in writing. No sub-leasing or assignment is allowed. All occupants, 18 years and over, must be registered with the Management Company. Unregistered occupants may only use the amenities as a guest and must be accompanied for such use. **Lease applications must be submitted at least 30 days in advance of the desired occupancy date, without exception.** All applications must be fully completed, with all attached documents, insurance binders, references, and required fees before they will be accepted and date stamped.

Lease renewals are the sole responsibility of the unit owner. There is a \$10.00 fee for renewals. The right to use amenities, including parking, pool, etc., is also suspended when a renewal is not processed in a timely fashion until such time as the renewal has been approved.

9.16 GUEST

A guest is any person who is not the unit owner, or a lessee or a member of the owner's or lessee's family, who is physically present, or occupies the unit on a temporary basis at the invitation of the owner or other legally permitted occupant, while such owner or other legally permitted occupant is physically present in the unit (on the property), without the payment of consideration. Any person who occupies a Unit for more than seven (7) consecutive days, or for more than fourteen (14) days in the aggregate within a six (6) month period, or who occupies the Unit without the Owner or legally permitted occupant being physically

present, shall NOT be deemed a guest and shall instead be deemed a Lessee and subject to the provisions of the declaration governing leases.

9.17 ADULT OCCUPANTS

The adult occupant of a Unit who has not previously been approved by the Association, regardless of whether such occupant has entered into a written lease for the Unit or provides any consideration to the Unit Owner must be processed through the management company and approved by the Association using the same protocols required of a lessee, including fees and application information. The Association shall have the right to cause the removal of any such unapproved occupant, and, in connection with obtaining such removal, may recover all attorney's fees and costs incurred from the unapproved occupant and/or the Unit Owner.

9.18 CARPORTS

No carport may be converted into a living area or permanently enclosed. Only motor vehicles are permitted to occupy a carport. No individual shall occupy a carport to which they are not assigned without obtaining express written permission from the owner assigned to the carport. The owner assigned will assume full responsibility for the vehicle permitted. This agreement must be submitted to the Association prior to execution.

Carports are intended to serve as the primary parking space for all units. Additional vehicles should be parked in front of the building. If a disabled owner/resident faces difficulties utilizing the carport for their primary vehicle, they may park in

front of the building with an official government-issued handicap plate or placard prominently displayed. Certain government vehicles, as per Florida Statute 718, are exempt from this provision (e.g., vehicles registered to the Collier County Sheriff's Department).

9.19 DRONES

Drones shall be registered with the Federal Aviation Administration (FAA) to the extent required. They shall be operated by an individual duly licensed by the FAA to the extent required. Drones shall be flown and utilized only in accordance with the FAA and other applicable governmental requirements. Drones shall:

1. Be flown within the community in a manner that does not interfere with an owner's reasonable expectation of privacy.
2. Not be utilized in any manner to spy or otherwise peer into the residence of another owner's property.
3. Not be utilized to harass any person with respect to private property.
4. Not be used in a manner that disrupts or causes injury to person or property.
5. Drone photography of the campus shall only be conducted after written permission from the Association.

The operator of a drone is liable and solely responsible for any injury to a person or property resulting from the use of such drone. Failure to comply with this regulation shall constitute a nuisance and a violation of the Rules and Regulations. The Association is not a guarantor or protector of an individual's rights to privacy with respect to any drones that are flown in the community. The Association will only

undertake actions under the regulations if its representatives have direct knowledge and evidence of a violation or if the Association receives a written claim from an offended resident and subsequently inspects the property and determines the violation.

MAINTENANCE

10.1 ASSOCIATION MAINTENANCE

The Association is responsible for the following:

- a) Electrical wiring up to the circuit breaker panel in each unit from the FPL meter.
- b) Rough plumbing outside the units
- c) Fixtures and equipment are located within one unit but serving another unit.
- d) Exterior maintenance of the entrance door of the unit, such as painting.
- e) Fire alarm system. (This does not include smoke alarms, which are required by law and the responsibility of the owner for timely replacement.)
- f) All exterior building walls.
- g) All interior corridors and atrium walls
- h) Railings on balconies, terraces, and porches

10.2 UNIT OWNERS' MAINTENANCE

Each unit owner bears the sole responsibility, at their own expense, for all maintenance, repairs, and replacements of their respective units. Additionally, they are accountable for all leaks originating from their units and certain limited common elements. The owner's responsibilities encompass, without limitation:

- a) Maintenance, repairs, and replacement of all screens, windows, and window glass.
- b) Maintenance of the entrance door, including cleaning the outer entry area surrounding the unit entrance, weather strip, mechanisms, and locks, with the exception of exterior painting. This responsibility extends to the immediate entry area to the unit. (Cleaning of the entry area and door in leased units is also the responsibility of the occupant of record. Owners are solely responsible for educating their tenants about this requirement.)
- c) Maintenance of all other doors within and/or providing access to the unit.
- d) Electrical, mechanical, and plumbing fixtures, switches, valves, drains, and outlets (including connections) located partially or entirely within the unit or serving solely the unit, including the air conditioning compressor and main electrical breaker after the unit's electric meter.
- e) The circuit breaker panel and all electrical wiring enter the unit from the panel.
- f) Appliances, water heaters, smoke alarms, and vent fans. Water heaters must comply with the codes of Collier County, and smoke detectors must be maintained in accordance with the manufacturer's regulations, as well as the regulations of the State of Florida or any of its subdivisions.
- g) All air conditioning and heating equipment, thermostats, ducts, and installations serving the unit exclusively. Maintaining the air conditioning unit in accordance with the manufacturer's recommendations, including the vacuuming of the condensate line, is mandatory.
- h) Carpeting and all other floor coverings.

- i) Door and window hardware, locks with a hard key portal, doorbell, and weather strip.
- j) Shower pans.
- k) The main water supply shut-off valve for the unit. It is imperative to exercise the valve at least twice annually. The main water valve must be shut off for any absence exceeding a specific duration. For a period of 72 hours, the following provisions apply:
 - l) All other facilities or fixtures that are located or contained entirely within the unit and serve only that unit.
 - m) All interior partition walls that do not form part of the unit boundary.

It is important to note that the sweeping and light cleaning of the areas outside the front door, including changing doormats, are included in this provision.

10.3A LANAI [A Limited Common Element]

Property owners are responsible for the daily cleaning, maintenance, painting, and upkeep of the exterior surfaces of the walls, floors, ceilings, and any fixed or sliding glass doors in the entranceway to the property.

The unit owner shall be responsible for the maintenance and repair of lanai screens. Any painting of the lanai area must adhere to the color and paint brand approved by the Association.

Lanais are not permitted for the storage of items such as boxes, bicycles, watercraft, large appliances, furniture, or any other items that may obstruct egress in violation of the NFPA Life Safety code. Propane tanks are strictly prohibited.

10.3B FLOOR COVERING

Second-floor units may have alternative flooring types besides carpet. The type of flooring and the underlayment must be approved in writing by submitting a plan, sample, and specifications to the Board of Directors through the property management company. **The critical specifications for installation approval must have a minimum Sound Transmission Classification (STC) and Impact Isolation Class (IIC) rating of 65 and will maintain its integrity in accordance with the above standards throughout the product's useful life.** It should not be subject to the effects of moisture, temperature, or impact. The Architectural Review Committee will review the submission for compliance with the condominium declaration and the rules and regulations pertaining to second floor units. Upon approval, the Association will be notified by the owner of the date and time of installation and provide the necessary information for inspection of the products on the property before commencement of the work. All other stipulations in the ARC form must be adhered to.

10.3C WINDOW COVERINGS

All window and sliding door coverings, whether installed within or outside the unit, shall be subject to the restrictions of the Association. All coverings visible from the outside must be white or white neutral in color. Window coverings must also be maintained in good condition and replaced when worn, torn, or become aesthetically unacceptable, including blinds.

10.4 HURRICANE SHUTTERS

Hurricane shutter installations must be approved by the Association prior to installation. An ARC application must be submitted and completed by the unit owner. All items in the application must be addressed. Shutters must be white in color. The application shall be submitted to the Property Management Company for approval by the Architectural Review Committee. No work shall commence until an approval is granted.

10.5 KEYS-ACCESS TO UNITS

The Association possesses the absolute right of access to the units for the purpose of safeguarding, preserving, repairing, and replacing the common areas or portions of a unit that the Association is responsible for maintaining as necessary to prevent damage to one or more units. This shall encompass the annual inspection conducted by the fire alarm vendor to test the system and the North Naples Fire Department to ensure compliance. The Association will retain keys to all units in accordance with the laws of the State of Florida, Chapter 718. No unit owner shall alter any lock or install a new lock unless the owner provides the Association with new key(s). Unit owners who fail to provide a key will be charged by the Association the cost of hiring a locksmith to access the unit if necessary for emergencies and compliance with laws. **All locks shall have a hard key capability, and the key submitted to comply with this provision must be a hard key.** No codes or technological instruments will be an accepted method for emergency entry.

11.1 USE OF COMMON ELEMENTS

To prevent excessive utilization of the facilities, a unit owner who leases their unit is prohibited from utilizing the amenities or parking facilities during the lease term. There is no entitlement to access the communal areas while the unit is under lease.

12.1 INSURANCE

Each unit owner is required to maintain property and casualty insurance coverage. The owner is solely responsible for insuring their unit and the private property contained within it. Each unit owner is accountable for the repair of their unit, including the replacement or repair of any malfunctioning equipment. The unit owner above is responsible for the repair of any damage to the units below. The Association's insurance policy must exclude all personal property within the units. Florida law mandates this exclusion. It is strongly recommended that all maintenance records, such as those for air conditioning and water heaters, be maintained to support any insurance claims.

All lease applicants seeking a long-term lease (one year or more) must purchase and maintain a HO-4 Florida Insurance Policy, also known as a renter's policy, for the unit they intend to occupy. Proof of the policy purchase must be provided to Gulf Breeze Management of SW Florida, Inc. prior to occupying the unit. All existing lease agreements shall comply with this requirement upon lease renewal.

AMENITIES

13.1 CLUBHOUSE

The Clubhouse is exclusively available for rental to the owners of Piper's Pointe for private gatherings or events. This rental does not encompass the pool deck and the pool itself. To secure the Clubhouse, please complete the reservation form provided by the Maintenance Supervisor. Upon payment of the necessary deposits and fees, and compliance with the applicable rules and regulations, the Clubhouse will be made available for your use.

CLUBHOUSE & POOLS

By utilizing these facilities, you acknowledge and assume all associated risks. The Association does not guarantee a completely germ-free environment. Furthermore, the Association cannot prevent you from becoming exposed to, contracting, or disseminating COVID-19 or other communicable illnesses. It is strongly advised that you adhere to the CDC guidelines to effectively curb the spread of germs. Kindly review and comply with all posted pool regulations. If you are experiencing any symptoms of illness, it is imperative that you refrain from utilizing the amenities to protect the well-being of others.

CLUBHOUSE RESERVATION/RENTAL RULES

The clubhouse is available for rent at a fee by the owners of units within the community. The function must be free of the use or consumption of alcoholic beverages unless the owner provides a one-day liquor license from Collier County and secures liquor liability insurance, holding the Association

harmless for any violation of the license provisions.
Additional provisions for rental are listed below:

1. Maximum number of occupants as posted.
2. No renter shall use or permit the facility to be used in any manner, which would be unreasonably disturbing, detrimental or a nuisance to adjacent residents.
3. Use of pool or pool deck is **NOT** included with the reservation and cannot be used by the party/function guests.
4. No loud music.
5. Children **MUST** be supervised.
6. Clubhouse must be vacuumed (vacuum provided by lessor) chairs, tables, sinks and countertops cleaned.
7. When leaving, all overhead lighting must be extinguished, secure clubhouse by locking all sliding and entrance doors.

Deposit is refundable if property is not damaged and is thoroughly cleaned. The cost to replace damaged property and to clean the clubhouse will be deducted from the deposit.

SWIMMING POOLS

No lifeguard is on duty, and the use of the pools is at your own risk. All rules are in accordance with the State of Florida and Collier County and apply to all residents and guests using the pool and/or pool area. Children under thirteen must be supervised by an adult. The pools are for the exclusive use of resident owners, leaseholders, and their reasonable number of guests when accompanied by their host. **No owner or resident has the authority to allow anyone other than their accompanied**

guests to use the common elements. No legal resident shall admit into the Clubhouse, Pool Amenities, or any other area of the Clubhouse any person or persons who are not absolutely known to them to have authorization by virtue of membership and/or residency in Piper's Pointe. All individuals granted entry shall become guests of the member or resident granting said access. The member or resident shall be responsible for all actions and infractions of the pool rules by the invitees. Guests must exit the facility when their temporary host leaves the premises.

POOL RULES

The Pool Rules are prominently displayed in each amenity. They comply with state, county, and Association mandates, as well as Collier County specifications and our Liability Insurance Carrier's mandates. Upon arrival, please introduce your guests to the posted Pool Rules.

1. Pool hours are from dawn to dusk, as per Florida regulation. DUSK is defined as the time between one-half hour before sunset and one-half hour after sunrise.
2. The maximum depth of the Clubhouse Pool is 6 feet, 6 inches, while the 147 Wading Bird Circle pool has a maximum depth of 6 feet.
3. All guests, regardless of age, including family members, are permitted to use the pool facilities only when the resident host is present on the community property.
4. No individual shall admit into the pool area any person or persons who are not absolutely known to have authorization by virtue of membership and/or residency in the Piper's Pointe community.
5. All individuals granted entry shall become the guest of the member or authorized resident granting said

access, and the member/resident shall be responsible for all actions and infractions of the rules by the invitees, including fines.

6. It is imperative to shower before entering the pool. Please refrain from using soap on or around the pool deck showers. Additionally, it is strictly prohibited to use soap or detergents of any kind in the pool for any reason.
7. Lounges, chairs, and tables are not available for reservation prior to arrival.
8. Furniture cannot be reserved if the user leaves the area. Only one chair or lounge per person is permitted.
9. Pool furniture is not permitted on the narrow walking edges of the 147 Wading Bird Circle pool. (Per Collier County BOH)
10. Food and beverages are not permitted within a ten-foot radius of the pool.
11. It is not permitted to drink the pool water. Water in plastic containers is permitted on the pool wet deck for the hydration of pool patrons. **Glass containers of any kind are strictly prohibited in every area of the pool deck and pool.** (Florida Chapter 64E-9 DPH)
12. Tobacco products are prohibited, including e-cigarettes and vaping. [See Rules and Regulations 9.4 Smoking.](#) Smoking is strictly prohibited on the premises.
13. Beach towels must be utilized on furniture to safeguard against body oils.
14. Proper swimming attire is mandatory while in the pools.
15. Infants and toddlers must wear swimwear specifically designed for use in swimming pools. Diapers are not permitted.

16. Toys and large floats are not permitted in the pool. Noodles are permitted, and children may use arm floats.
17. Diving, jumping, and running are prohibited at all times. "Horseplay" is strictly prohibited. Be considerate of other pool users.
18. Children shall be monitored for behavior that disturbs other bathers at all times.
19. Consideration for the peace and tranquility of neighboring residents is expected.
20. The maximum capacity for the large pool is forty (40) individuals, and for the small pool, it is twenty (20) individuals, unless otherwise posted.
21. The heated temperature of the pool is set at 82 degrees Fahrenheit.
22. Sun umbrellas must be returned to their closed position upon leaving the pool, regardless of the time of day. If wind or any other weather event compromises the stability of pool umbrellas, they should be placed in the closed and tied position as a common practice.
23. Tables should not be relocated from their designated positions.
24. The lap section of the clubhouse pool is primarily intended for the use of bathers who prefer this feature of the pool. When in use, the ropes are for guidance of lap swimmers and are not for any other purpose. They are not a support mechanism or a resting area for conversation.
25. Earphones, pods, buds, and similar devices must be used for entertainment purposes only.
26. Loud emissions are prohibited. Many people enjoy the amenity without broadcasted entertainment; respect their right to enjoy it as they wish.

In the event of an emergency, please call 911.

OTHER

DUCKS & WILDLIFE

Under no circumstances shall individuals attempt to attract or feed ducks or any other wildlife. Their presence constitutes a nuisance, and their waste contaminates the sod and soil. The eradication process incurs substantial expenses. Furthermore, this action constitutes a violation of Florida statutes, resulting in a significant fine. Violations of this rule will be reported to the Florida Wildlife Authority, and the costs associated with repairing all damage and relocating wildlife will be borne by the violator, subject to the condominium declaration.

BICYCLES

Bicycles are permitted within Piper's Pointe but must be stored in designated bike racks when not in use. The bicycle must be registered with the Maintenance Supervisor and equipped with an identification tag. Covers, if utilized, for bicycles must also be maintained in optimal condition. Bicycles are prohibited from being stored in lanais, common areas, carports, or under stairway landings.

PARKING PERMITS

All vehicles belonging to individuals residing in Piper's Pointe on property shall be permitted with the permit properly displayed on the lower left (driver's) side of the rear windshield. No other location is permitted except for

authorized vehicles not equipped with a glass rear windshield. In this event, the permit will be applied in accordance with the law.

Guest and temporary permits must be properly displayed from the rear-view mirror. Permits are arranged through the Maintenance Supervisor, Board members, or the management company. Unauthorized vehicles will be towed at the owner's expense. Parking of trucks, pickups, vehicles manufactured for commercial use, vehicles identified as being used for commercial business, and motorcycles, scooters is strictly prohibited and shall not be parked overnight or otherwise for no longer than four hours in the aggregate. This restriction always applies, except when performing work within and for Piper's Pointe and its residents. (For clarification, the intended interpretation of the four-hour rule is to allow visitors to park up to four hours and to preclude the regular parking of prohibited vehicles by residents or owners.)

**PARKING OF TRUCKS, PICKUPS, VEHICLES
MANUFACTURED FOR COMMERCIAL USE, VEHICLES
IDENTIFIED AS BEING USED FOR COMMERCIAL
BUSINESS, AND MOTORCYCLES, SCOOTERS ARE
STRICTLY PROHIBITED AND SHALL NOT BE PARKED
OVERNIGHT OR OTHERWISE FOR NO LONGER THAN 4
HOURS IN THE AGGREGATE, AT ANY OTHER TIME
UNLESS PERFORMING WORK WITHIN AND FOR
PIPER'S POINTE AND RESIDENTS THEREIN.**

(For the purposes of clarification, the intended interpretation of the four (4) hour rule was and is to allow visitors to park

up to four (4) hours and to preclude the 'regular' parking of prohibited vehicles by residents/owners.)

HOT WATER HEATERS

All hot water heater replacements necessitate a permit and inspection, as per Chapter 5 of the Florida Building Code. Heaters exceeding ten years of age should be monitored for indications of failure. **An ARC Form must be submitted and approved for the installation of a new heater. In the event of an emergency, the water heater may be replaced with a Collier County Emergency Permit.** The ARC should then be submitted with the complete information required. Collier County mandates that water heaters be hardwired.

SMOKE DETECTORS

Smoke detectors should be inspected for their expiration date and replaced when necessary. Detectors equipped with a replaceable battery backup should have their batteries replaced annually in the spring or fall. If an event occurs that activates the detector, and the detector fails due to a lack of smoke detector maintenance or replacement, your insurance carrier may deny a claim. Most detectors have a 10-year lifespan.

FINE SCHEDULE

VIOLATION	1ST OFFENSE	2ND OFFENSE	3RD+ OFFENSE
DOG RELATED	\$100.00	\$100.00	\$100.00
SPEEDING	WARNING	\$25.00	\$50.00
REFUSE DIPOSAL	WARNING	\$50.00	\$100.00
POOL RULES	WARNING	\$50.00	\$100.00
NUISANCE	WARNING	\$50.00	\$100.00
SMOKE DETECTORS	\$50.00	\$100.00	\$100.00
A/C MAINTENANCE	\$25.00	\$50.00	\$100.00
ARC VIOLATION	WARNING	\$25.00	\$50.00
APPLIANCE DISP	\$100.00	\$100.00	\$100.00
FURNITURE DISP	\$50.00	\$100.00	\$100.00

In the event after 90 days, fines for infractions of the declaration, Rules & Regulations remain unpaid, no subsequent lease renewal shall be approved until the monetary fine has been satisfied.

And, in the event the fine remains unpaid by a member of the Association, said monetary fine shall be added to the next cycle of Condominium Fee invoices for payment.

CLOSING YOUR UNIT

1. Shut off the main water valve! (Required)
2. Turn water heater circuit breaker off
3. Shut off washing machine water valve.
4. Replace the battery in your thermostat.
5. Set your thermostat in accordance with your technicians' recommendation.
6. Remove perishables from cupboards, and refrigerator.
7. Consider turn off large appliances, and water heater breakers.
8. Disconnect cables for TV, computers, routers, etc. Should any of these connections be necessary for the purposes of monitoring security, utility, or other systems electronically, make sure that you have provided adequate surge protection to mitigate any possible damage caused by seasonal storms and events during an absence.
9. Remove furniture and loose objects from lanai.
10. Empty all trash and garbage containers.
11. Lubricate kitchen disposal as necessary.
12. Clean and disinfect toilets and seal with plastic wrap.
13. Set blinds and shades to avoid solar damage.
14. Lock all windows and doors.
15. Make all address changes, post office, management company, maintenance supervisor, deliveries e.g., newspapers.
16. Make sure that your **Home Watch** is registered with our management company. (Required)
17. Home Watch providers in the State of Florida must be insured.

Provide the Association and/or the management company with any necessary contact information and provisions for relocating any motor vehicles left on the property for the season while you are away. (Required)

HURRICANE PREPARATION

1. Plan for the worst-case scenario
2. Make sure that you are insured. (Insurance in Florida cannot be secured or changed once the storm has entered the “box.”)
3. Make sure that you have photographs of all property taken with a camera with a time stamp feature.
4. Plan your evacuation route.
5. Remove all lanai furniture, plants and hanging fixtures.
6. Listen carefully and often to radio and television for official instructions.
7. Turn refrigerator and freezer to coldest settings.
8. Store potable water in clean bathtubs, bottles, or containers
9. Close blinds and shutters if equipped with them.
10. Remove any bicycle(s) from the racks and store inside your unit.
11. Fuel your vehicle.
12. Make sure you have supplies on hand:
 - a. Emergency food and water
 - b. Essential medications
 - c. First Aid Kit
 - d. Flashlight and batteries
 - e. Powerless can opener
 - f. Cash and credit cards
 - g. Portable operated radio with extra batteries
 - h. Emergency lighting and batteries
 - i. Sanitary supplies
 - j. Wet weather clothing
13. If evacuation is necessary or ordered, secure your unit, shut off the main water valve, unplug appliances and turn off the electricity. (Under Florida Law, in an emergency, the Management Company and/or the Board of Directors may

order an evacuation of the property. Reference Florida Statute 718-1265 for specifics.)

14. Take your cell phone and charger with you.

Following a storm, it is your Home Watch who will give you information on your unit. The management company nor the Association cannot provide you with this information. For telephone numbers and websites during and after an Extreme Weather Event you can download the latest pdf information sheet at www.ncddc.noaa.gov/NEWIS