

**PIPER'S POINTE CONDOMINIUM  
ASSOCIATION, INC.**

**170 Grand Oaks Way, Naples FL 34110**

**2025  
Abridged Version  
RULES & REGULATIONS  
and  
RELATED INFORMATION**

**This document is mandated reading by all  
applicants for membership and/or lease and  
must be shared with all guests.**

**Prior to execution of any purchase and sales  
agreement, purchase agreement, lease, or  
occupancy agreement, acknowledgement of  
having read this is required, and a compliance  
agreement, without exception, in writing.**



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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](http://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 rules and regulations shall apply to all property owners, their residents, family members, tenants, occupants, agents, visitors, employees, and guests. Owners shall be held accountable for all others noted when required to achieve compliance. Florida Law (Chapter 718) mandates that each owner of a condominium is given a set of condominium documents. As an owner, you should have received a set of these documents at the closing of your purchase of the unit, and you are required by law to provide any subsequent purchaser of your unit with a set of these documents. Copies are available from the Management Company, for a fee.

The condominium docs contain rules and restrictions on renting, vehicles, pets, pool usage, trash disposal and other things that could impact a buyer's or renter's decision. All new owners and lessee **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 acknowledgement is the owner's or renter's agreement to comply with the rules and regulations set forth in the condo documents and these abridged rules and regulations. It is also

their responsibility to apprise their guests and visitors of these rules and regulations.

Owner/agents submitting LEASE APPLICATIONS are solely responsible for making sure that the applicant(s) clearly read, understand, and can respond to the application in the **English** language 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 do 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 their 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 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/or **their agents** should consider, as part of the inspection process, that the unit is in full compliance with the latest 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 in full compliance with the Condominium Declaration and Rules and Regulations, in writing, before a Membership Application is submitted. Said, certification shall be obtained through the Piper's Pointe Condominium Association, Inc. as a part of the membership application submitted to the Association's Management Company. This may serve to assist with future legal issues regarding compliance. By Florida State Statute, a copy of the condominium docs 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 should confirm that they will receive a set of mailbox keys and a 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 remain the property of the Association. Lessees are required to confirm, by signing, that they have read, understand, and will abide by rules set forth in the latest issue of the Piper's Pointe Condominium Association, Inc. Abridged Version of the Rules Handbook, abide by all the stipulations in the condominium docs.

A completed lease application consists of a legible Piper's Pointe application, appropriate security deposit(s), filing fee (if applicable), insurance certificate or binder, owner's lease agreement and references.

A completed application is one where all questions and information have been answered/completed; and where it is not applicable, N/A shall be entered in the appropriate line. **Signatures, initials, printed names of all applicants, agents and witnesses are mandatory in the spaces provided. Without this, the application is considered incomplete and will not be accepted and time stamped until complete.**

**AUTHORIZED RESIDENT** for the purpose of identification as a resident of Piper's Pointe is one who is registered with the

Association management company. One who resides in the community without registered status are not authorized amenity users. (Use of the amenities without authorized status is only by invited guest status.)

## **FACILITIES/GENERAL**

### **8.1 PARKING SPACES**

Each unit is assigned 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.)

Where 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 sub-division thereof, properly displayed in accordance with Florida laws. Handicap Parking is available to any authorized operator. No HP parking space shall be designated for any one operator/vehicle. **(All permits remain the property of the Association.)**

**Handicap Parking** is provided, in excess of that which is required by law, for the convenience of those who have need of it. There are no assigned Handicap Parking spaces. The spaces are intended to provide for more convenient access and loading/unloading of vehicles. These spaces should be available at all times for those in need. The space is not intended for any long-term parking.

# RESTRICTIONS

## 9.1 RESIDENTIAL USE

Units shall only be used for single family residential living and for no other purpose. There is a maximum of six persons occupying a unit; but not to exceed 2 persons per bedroom. No trade, business, profession, or other type of commercial activity may be conducted anywhere 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 accompanies presumes supervised. Children running and playing in streets, the pool area, on the stairs or near the lake are a safety hazard impacting the provisions of our liability insurance and are disruptive to others in and around those areas. See 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.

## 9.3 PETS - ANIMALS

Domesticated dogs or cats are permitted to be harbored only in owner occupied units and in units where provisions set forth by the ADA and FHA dictate. They must always be leashed when outside of the unit. Removal of pet waste is

the responsibility of the owner and/or person in control of the animal. Infractions of the county regulations as they pertain to pets will be referred to the county. No parrots, macaw or other vocal birds, monkeys, or reptiles, amphibians or livestock may be kept in the unit. **NO PETS OF ANY KIND ARE PERMITTED IN LEASED/RENTED UNITS.** Owners shall not leave pets unattended where their noise may bother others. The privilege to keep a pet on campus is predicated on 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 should the owner fail to clean up its waste, observe the leash requirements and or ensure the animal does not intimidate or otherwise disturb other members or guests in the community.

Effective, April 1, 2025, any owner of a condominium unit 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 an additional insured, for any claim related to the animal in the amount of Twenty Thousand, (\$20,000.00) U.S.D.

Any person/owner who fails to comply with Association, local or state Rules and Regulations, Statutes or Ordinances are 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 a 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.

#### 9.5 DISTURBANCE

No one shall use or permit to be used, a unit, in any manner, which would be unreasonably disturbing, detrimental or a nuisance to others, nor permit the premises to be used in a disorderly or unlawful way. This shall include the migration of second-hand smoke from a lanai, stairwells, and pool areas.

Quiet hours are from 10:00 P.M. to 7:00 A.M., 24/7/365.

Community living is a cooperative and courteous effort by all residents and their guests. If disturbances rise to the level that they interfere with reasonable living conditions,

the Collier County Sheriff's Dept. should be called at 911.

Reporting it to the Association or management company after the fact, serves no purpose.

#### 9.6 VEHICLES

NO boats, trucks of any sort, trailers, commercial vehicles, vehicles used for commercial purposes, recreational vehicles, motorcycles, or scooters shall be placed parked or stored for a period of more than four (4) hours\* (in the

aggregate) unless such vehicles are necessary in the construction and/or repair of a structure or for ground maintenance. No repair or maintenance of any motor vehicles is allowed. No vehicles of any kind, in serious need of visual repair, shall be parked or stored on the property. Certain government vehicles, by Florida Statue 718, are exempt from this provision. (e.g. Vehicles registered to the Collier County Sheriff's Department)

Speed limits on all roadways are 15 MPH. "Collier County Sheriff's Dept. has been requested to monitor traffic rules within the complex."

\*{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.}

All bicycles, scooters, skateboards and like recreational devices that are powered by any other means other than pedals or like accessories shall be precluded 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 EV CHARGING STATIONS

Proposed that the Piper's Pointe Condominium Association, Inc. sets forth the following provisions for the installation and use of Electric Vehicle Charging Stations on the premises of Piper's Pointe:

That in addition to the statutes, ordinances, rules and regulations set forth by the State of Florida and Collier County, pertaining to said installations, maintenance and all other provisions set forth for Electric Vehicle Charging Stations in condominium communities, the following must be

demonstrated in the request for installation, and in the actual installation and use of an EV charging station in the Piper's Pointe Condominium Association:

- Compliance with bona fide safety requirements, consistent with applicable building codes or recognized safety standards, for the protection of persons and property.
- Comply with architectural standards adopted by the Associated governing dimensions, placement, and external appearance of the station (if the standards do not prevent the installation or substantially increase the cost of installation).
- The installations will require separately metered service routed underground to specified locations, and the cost will be the responsibility of the owner.
- Engage the services of a licensed and registered firm familiar with this type of installation and removal.
- Provide 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 14 days of receiving the Association's approval to install it.

## 9.8 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.



## 9.9 ACCESS

The sidewalks, entrances, vestibules, landings, and stairways must not be obstructed or encumbered with fixtures, flowerpots, etc. or used for any other purpose other than ingress and egress. Periodically, the North Naples Fire District personnel will monitor and enforce this provision and cite and fine violators.

## 9.10 STAIRS

All stairs shall be used solely for the purpose intended and shall not be used for hanging garments, cleaning rugs, wash/drying lines of any kind nor allowed to place any foreign object. North Naples Fire District frequently monitors the access points for infractions.

## 9.11 COMMON ELEMENTS

All common elements, inside and outside the buildings will be used for their intended purpose and kept free of obstruction. NO articles belonging to unit owners or lessees and guests shall be kept therein or thereon. This includes the restricted utility vehicle parking locations that are for the use of commercial services, vendors, emergency vehicles or special permitted vehicles.

## 9.12 GARBAGE/TRASH

Garbage or trash shall be only discarded 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 portals to the dumpster **MUST** be closed immediately after depositing the refuse. Under no circumstance 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 portals, 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 recycle bins provided for these items. **Break down all cardboard and paper boxes and place entirely within the recycle bin.**

Beside 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 not sure 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 Items:**

Large household items such as mattresses, bed frames, box springs, chairs, sofas, and other large, specified household items must be disposed of by calling Collier County Recycle at 239-252-2380, at least 48 hours before our scheduled pickup day. Our day is TUESDAY of each week. Bulky items that will not fit in a recycle bin may be left in front of the building in one parking space on the evening before scheduled pickup, Monday, and not before. This includes

appliances (with doors removed), electronics, (without batteries)

Appliances, televisions, electronics MUST be removed from the property by the owner.

**IF THE ITEM IS RE-USABLE; Consider a tax-deductible donation of the items to: GOODWILL INDUSTRIES (239) 610-4963, ST. VINCENT DePaul SOCIETY (239) 992-1899 ST. MATTHEWS HOUSE (239) [774-3315-dispatch](tel:774-3315-dispatch) [dispatch@stmatthewshouse.org](mailto:dispatch@stmatthewshouse.org) and like groups**

**Items that encompass these categories that are disposed of in any other manner on property will result in a fine and 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.**

#### **9.13 NORTH NAPLES FIRE DISTRICT REGULATIONS-FIRE HAZARD-GRILLS-PROPANE**

No fire exits shall be obstructed in any manner. 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 allowed on lanais. Propane tanks are not allowed to be stored in units or on**

**lanais.** Periodical inspections are conducted by the fire district to monitor compliance

#### 9.14 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 transient or hotel purposes or 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** must be registered with the Management Company. Unregistered occupants may only use the amenities as a guest and therefore 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.

#### 9.15 CARPORTS

No carport may be converted to a living area or permanently enclosed. No items other than motor vehicles shall occupy a carport. No person shall occupy a carport to which they are not assigned without expressed written permission of the

carport assigned owner who will assume all responsibility for the vehicle permitted. Said agreement must be submitted to the Association prior to execution.

Carports are intended to be used as the primary parking space for all units. The additional vehicle shall be parked in front of the building. If an owner/resident cannot easily utilize the carport for their primary vehicle, they may park in front of the building with an official government issued Handicap plate/placard prominently displayed. Certain government vehicles, by Florida Statue 718, are exempt from this provision. (e.g. Vehicles registered to the Collier County Sheriff's Department)

#### 9.16 DRONES

Drones shall 1) be registered with the FAA, to the extent required, 2) be operated by an individual duly licensed by the FAA, to the extent required, 3) 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 not to interfere with an owner's reasonable expectation of privacy
2. Not be utilized in any fashion to spy or otherwise peer or take pictures into the residence of another owner's property
3. Not be utilized to harass any person with respect to private property
4. Not to be used in a manner to disrupt or cause injury to person or property.

The operator of a drone is liable and solely responsible for any injury to a person or property which results 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 and the Association will only undertake actions under the regulations if the Association representatives have direct knowledge and evidence of a violation or following the receipt of a written claim from an offended resident and subsequent inspection by the Association and determination of 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 located **within** one unit but serving another unit.
- d) Exterior maintenance of the entrance door of the unit, e.g., 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 corridor & atrium walls
- h) Railings on balconies, terraces, and porches

## 10.2 UNIT OWNERS' MAINTENANCE

Each unit owner is responsible, **at his/her own expense**, for all maintenance, repairs, and replacement of his own unit and for all leaks coming from their unit and certain limited common elements. The owner's responsibilities include, without limitations:

- a) Maintenance, repairs and replacement of all screens, windows, and window glass
- b) Maintain entrance door, outer entry area (cleaning, weather strip, mechanisms/locks) with exception of painting the exterior surface. This shall include the immediate entry area to the unit. (Cleaning of the entry area and entry door in leased units is also the responsibility of the occupant of record. Owners are solely responsible for educating their tenants of this requirement.)
- c) All other doors within and/or affording access to the unit.
- d) The electrical, mechanical, and plumbing fixtures, switches, valves, drains and outlets (including connections) located partially or entirely within the unit **or** serving only the unit including the A/C compressor and main electrical breaker.
- e) The circuit breaker panel and all electrical wiring going into the unit from the panel.
- f) Appliances, water heaters, smoke alarms & vent fans. Water heaters shall conform with the codes of Collier County and smoke detectors shall be maintained per the regulations of the manufacturer, and the State of Florida or any sub-division thereof.
- g) All air conditioning and heating equipment, thermostats, ducts & installations serving the unit exclusively.  
Maintaining the A/C unit **in accordance with the**

**manufacturer's recommendations** including the vacuuming of the condensate line is required.

- h) Carpeting and all other floor coverings
- i) Door and window hardware, locks, doorbell, and weather stripping
- j) Shower pans
- k) Main water supply shut off valve for the unit. Exercise the valve at least twice each year. It is **mandatory** that the main water valve be shut off for any absence exceeding 72 hours.
- 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.

N.B. The sweeping and light cleaning of the areas, changing doormats etc., outside the front door is included in this 11.2 provisions.

#### 10.3A LANAI [A Limited Common Element]

**Owners are responsible for day-to-day cleaning, care, painting, and maintenance** of the exterior surface of the walls, floor, ceiling and for any fixed glass and sliding glass doors in portions of the entrance way to the said area. The unit owner shall be responsible for maintenance and repair of lanai screens. **Any painting of the lanai area must be in the color and paint brand approved by the Association.** Lanais cannot be used for storage of items such as boxes, bicycles, watercraft, large appliances, furniture, etc. or obstruct any portion of egress in violation of the NFPA Life Safety code. Propane tanks are strictly forbidden.



### 10.3B FLOOR COVERING

Second floor units may have other than carpet flooring. The type of flooring and the underlayment **must be approved in writing by submitting a plan, sample and specifications of the flooring and underlayment** to be installed to the Board of Directors through the property management company. The critical specifics for installation to be approved must have **a minimum of Sound Transmission Classification (STC) and Impact Isolation Class (IIC) rating of 65 and will maintain its integrity in accord with the above standards during the useful life of the product and shall 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 & regulations as it pertains to **second floor** units. Once approved, the Association shall 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 as well.

### 10.3C WINDOW COVERINGS

All window/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 before installation. An ARC application must be submitted and completed by the owner of the unit. 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 begin before an approval is granted.

#### 10.5 KEYS-ACCESS TO UNITS

The Association has the irrevocable right of access to the units for the purpose of protecting, maintaining, repair and replacing the common or portions of a unit to be maintained by the Association as necessary to prevent damage to one or more units. This shall include the annual inspection by the fire alarm vendor for the purpose of testing the system and the North Naples Fire Department for 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 nor install a new lock unless the owner provides the Association with new key(s).** Unit owners not providing 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 instrument will be an accepted method for emergency entry.

## 11.1 USE OF COMMON ELEMENTS

To prevent overtaxing the facilities, a unit owner whose unit is leased may not use the amenities or parking facilities during the lease term. There is no right to use the communal areas while your unit is being leased.

## 12.1 INSURANCE

Each unit owner shall have property and casualty insurance. The owner is responsible for insuring his/her unit and the private property therein. Each unit owner is responsible for their repair i.e., the “upstairs” owner is responsible for the replacement or repair of any malfunctioning equipment and the units below are responsible for damages to their units. The Association’s insurance **must exclude** all personal property within the units. Florida Law requires this insurance. It is strongly suggested that you maintain all records of maintenance that may affect any insurance claim, e.g., Air Conditioning, and Water Heater maintenance etc.

It is required that all lease applicants, applying for a long term, (one year), lease, and is approved, shall purchase, and maintain a HO-4 Florida Insurance Policy, also known as a Renter’s policy for the unit they are planning to occupy. Said proof of the purchase of the policy shall be provided to Gulf Breeze Management of SW Florida, Inc. prior to occupying the unit. All lease agreements already in effect shall comply with the above requirement upon renewal of the lease agreement.

# AMENITIES

## 13.1 CLUBHOUSE

The Clubhouse is available for rental only to **owners** of Piper's Pointe for private parties or functions. This does not include the pool deck and the pool. By completing the reservation form which is available from the Maintenance Supervisor and upon payment of the required deposits and fees and abiding to the following applicable rules and regulations:

### CLUBHOUSE & POOLS

By using these facilities, you assume all related risks.

The Association cannot guarantee a germ-free environment or prevent you from becoming exposed to, contracting, or spreading COVID or other communicable illnesses

It is recommended that you follow CDC guidelines to stop the spread of germs.

Please read and comply with ALL posted pool regulations. If one is not feeling well, one should not avail themselves of the amenities in consideration of others.

## RULES & REGULATIONS - CLUBHOUSE RESERVATION/RENTAL

### RULES

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 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.
8. 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 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, lease holders and their 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.** That no person shall admit into the Clubhouse, and Pool Amenities, 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 people who are granted entry shall become a guest of the member or resident granting said access, and the member/resident shall be responsible for any and all actions and infractions of the pool rules by the invitees and they shall exit the facility when their temporary host leaves the premises.

## POOL RULES

1. Pool hours are dawn to dusk – Per State of Florida regulation [For the purpose of pool hours, DUSK is defined as the time between one-half hour before sunset and one-half hour after sunrise.]
2. MAXIMUM DEPTH IS 6 FEET, SIX INCHES in Clubhouse Pool and 6 FEET at the 147 Wading Bird Circle Pool.
3. All guests, regardless of age, including family members, may use the pool facilities only when the resident host is present on the community property.
4. Again, no person shall admit into the Clubhouse and Pool Amenities, any person or persons, who are not absolutely known by them to have authorization by virtue of membership and/or residency in the Piper's Pointe community.  
All persons who are 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. (11-18-24)
5. Always shower before entering the pool (Please, no soap on or around the pool deck showers). Do not use soap or detergents of any kind in the pool for any reason.
6. Lounges, chairs, and tables shall not be reserved before arrival.
7. Furniture cannot be reserved if user leaves the area. Only one chair/lounge per person.
8. No pool furniture can be used on the narrow walking edges of the [147 Wading Bird Circle](#) pool. (Per Collier County BOH)
9. No food or drink within ten feet of the pool
10. Do not drink the pool water.

11. Commercially bottled water in plastic containers is allowed on the pool wet deck for pool patron hydration.
12. Glass containers of any kind are strictly prohibited in every area of the pool deck and pool. (Florida Chapter 64E-9 DPH)
13. Tobacco products are prohibited, including e-cigarettes and vaping. [See Rules and Regulations 9.3 Smoking.](#)
14. Beach towels must always be used on the furniture to protect from body oils.
15. Proper swimming attire is required while in the pools.
16. Infants and toddlers must wear swim apparel specifically produced for use while in a swimming pool. NO diapers are permitted.
17. No toys or large floats in the pool – (Noodles permitted & Children may use arm floats)
18. No diving, jumping, or running at any time – No “horseplay” allowed. Be considerate of other pool users.
19. Maximum capacity is forty for the large pool and twenty for the small pool unless otherwise posted.
20. Heated temperature of the pool is set at 82 deg. F.
21. Return sun umbrellas to the closed position when leaving the pool regardless of the time of day. When 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.  
Tables should not be relocated from their assigned position.
22. The lap section of the clubhouse pool is primary for the use of bathers who prefer this feature of the pool. When in use the ropes are for guidance of the lap swimmers and are **not for ANY** other purpose. It is not a support mechanism, or a resting area for conversation.

23. Earphones, pods, buds, etc. must be used for your entertainment devices. **NO LOUD EMISSIONS.** Many people enjoy the amenity without broadcasted entertainment; respect their right to enjoy it as they wish.
24. **Introduce your guests to the posted Pool Rules upon arrival.**
25. **EMERGENCY – Call 911**

## OTHER

### DUCKS & WILDLIFE

Under no circumstances shall anyone attempt to attract or feed ducks or any wildlife. Their presence is a nuisance, and their waste contaminates the sod and soil. Eradication process is an extremely costly expense. It is also a violation of Florida statutes and carries a hefty fine. Violations of this rule will be reported to the Florida Wildlife Authority and the costs associated with the repair of all damage and relocation of wildlife will be borne by the violator subject to the condominium declaration.

### BICYCLES

Bicycles may be used within Piper's Pointe but must be kept in assigned bike racks when not in use. The bicycle must be registered with the Maintenance Supervisor and assigned an identification tag to affix to the bicycle. Covers, if used, for bicycles must also be maintained in good condition. Bicycles may not be stored in lanais, common elements, carports or under stairway landings.



## PARKING PERMITS

All vehicles belonging to persons 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 & Temporary permits must be properly displayed from the rear-view mirror.

Arrangement for permits is through the Maintenance Supervisor, members of the Board 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 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 require a permit and inspection per order of Chapter 5, Florida Building Code. Heaters over 10 years old should be monitored for signs of

failure. **An ARC Form must be submitted and approved for the installation of a new heater.** In case 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.

## SMOKE DETECTORS

Smoke Detectors should be checked for their expiration date and replaced when necessary. Detectors with a replaceable battery back-up should replace the batteries in the Spring or Fall every year if so equipped.

Should an event occur, that should activate the detector, and the detector fails for lack of Smoke Detector maintenance or replacement, your insurance carrier may deny a claim. Most detectors have a 10-year life span.

## LONG-TERM STORAGE OF VEHICLES

People storing their personal vehicle 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 for the person that you authorize to move the vehicle. When it becomes necessary to move a stored vehicle for necessary maintenance, emergency etc., and 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.**

## FINE SCHEDULE

<b>VIOLATION</b>	<b>1ST OFFENSE</b>	<b>2ND OFFENSE</b>	<b>3<sup>RD</sup>+ OFFENSE</b>
<b>DOG RELATED</b>	\$100.00	\$100.00	\$100.00
<b>SPEEDING</b>	WARNING	\$25.00	\$50.00
<b>REFUSE DIPOSAL</b>	WARNING	\$50.00	\$100.00
<b>POOL RULES</b>	WARNING	\$50.00	\$100.00
<b>NUISANCE</b>	WARNING	\$50.00	\$100.00
<b>SMOKE DETECTORS</b>	\$50.00	\$100.00	\$100.00
<b>A/C MAINTENANCE</b>	\$25.00	\$50.00	\$100.00
<b>ARC VIOLATION</b>	WARNING	\$25.00	\$50.00
<b>APPLIANCE DISP</b>	\$100.00	\$100.00	\$100.00
<b>FURNITURE DISP</b>	\$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. 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 damages 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.
18. Provide the Association and/or the Management Company 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.

15. 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](http://www.ncddc.noaa.gov/NEWIS)