

Heritage Pointe Master Association, Inc.

Membership Guide

Amended and Restated Rules and Regulations

FORWARD

The following Amended and Restated Rules and Regulations have been adopted and will be administered by the Heritage Pointe Master Association Board of Directors and may be changed at any time by the Board. These Rules and Regulations combine and amend the following two sets of Rules and Regulations recorded in Instrument # 201000021654, Public Records of Lee County, Florida, as amended from time to time-RULES AND REGULATIONS FOR HERITAGE POINTE MASTER ASSOCIATION, INC. and RULES AND REGULATIONS FOR TERRACE AT HERITAGE POINTE CONDOMINIUMS. It is the intent of the officers and directors to limit these Rules and Regulations so that everyone will obtain maximum use and enjoyment of the facilities. Although they place some restriction on owners and guest activities, they are intended to respect the rights of the membership as a whole. Enforcement of the Rules and Regulations will primarily be placed in the hands of carefully selected staff. It is the duty of those using the facilities to know these Rules and Regulations and to cooperate with enforcement.

HOUSE RULES

HOURS OF OPERATION

The hours of operation of the various Community facilities shall be determined by the Office Administrator or the Board of Directors and may be adjusted seasonally as usage dictates or as the need arises with or without notice.

Office	Monday-Friday	9:00am to 4:30pm
Multipurpose Room & Kitchen	Monday-Friday	During office hours only unless reserved for event
Swimming Pool/Spa	Everyday	Dawn to Dusk
Library, Card Room, Fitness Center	Everyday	5:00am to Midnight (via card Room, fitness center & rest rooms key access during non-office hours)

DEFINITIONS

1. **RESIDENT:** Any owner, immediate family member, guest, transferee, or tenant
 - **Owner:** Anyone listed on the unit deed.
 - **Immediate Family of Owner:** Related by blood, marriage, or adoption to the following degree: parent, grandparent, child, grandchild, sibling or spouse.
 - **Guest:** Anyone other than immediate family staying with owner present.
 - **Transferee:** Guest staying overnight without the owner present and without the payment of rent. Transferee is required to register with the Association, pay a \$100.00 transfer fee, and may not have guests.
 - **Tenant:** Any person leasing a unit. Requires the payment of a \$150.00 transfer/application fee submitted along with a complete lease application packet to the management company. **There is a limit of six people occupying (staying overnight in) a rented unit at one time.**

2. **OUTSIDE GUEST:** Any person on Heritage Pointe property who is not staying overnight. This would include friends, non-immediate family, contractors, etc. Outside guest must be accompanied by a resident when using any Community facilities.
3. **CONDO WATCHER:** Any person entering a unit for the purpose of inspecting and verifying it is in good working order per Heritage Pointe rules, or to assist or perform a Board-authorized activity. Condo watcher shall not be permitted to use Community facilities. Condo watcher may be paid or unpaid.

Everyone must have a signed Waiver & Release of Liability form on file with the Heritage Pointe office along with a copy of photo ID.

Privileges of a resident or outside guest may be suspended immediately for (1) non-payment of fees, (2) defacing, marring, or otherwise causing destruction of property, (3) violation of laws of the Community or any state and federal law. Said suspension of privileges could be enacted in regard to a minor or an adult.

Children under the age of 12 must always be accompanied and actively supervised by an adult; and parents are responsible for the conduct of their children.

The cost of replacing any Heritage Pointe property that is broken, damaged or removed by anyone shall be charged to the owner of the unit involved.

An owner MUST transfer his right to use the Common area and facilities to anyone (excluding immediate family) who is staying overnight in the unit without the owner present. A non-refundable transfer fee of \$100.00 will be paid and the transfer will be in accordance with the documents and the policies set by the Board of Directors. The owner's privileges are rescinded during the period specified on the transfer form. This transfer results in the owner giving up the use of all facilities and the right to have a vehicle on the property. A lease application must be received by the management company at least 30 days prior to the start of the lease. The \$150.00 transfer/application fee must accompany the application forms sent to the management company. This packet will include the lease application, copy of the lease, background check dated no more than 3 years prior for each adult who will occupy the unit, and release of liability form. Without the lease approval, no parking passes will be issued and use of the facilities will be denied. If the application packet is received less than 30 days prior to the start of the lease, the Board can deny the lease. The applicant can opt to expedite the application to meet the 30-day requirement with the payment of an expedite fee in the amount of \$150.00.

No electronic devices without headphones are allowed in the common areas unless the Office Administrator authorizes such use during a supervised activity.

COMMUNITY CENTER (Clubhouse/Pool/Grill areas)

Proper attire must always be worn in accordance with acceptable practice for the particular area of the club facilities. Anyone not conforming to the dress code will not be allowed to use the facilities. The wearing of wet bathing suits is not allowed beyond the rest rooms inside the clubhouse.

Residents using any area of the Community Center are responsible for leaving it clean after its use.

No unauthorized person shall tamper with or adjust heating, air conditioning or sound system.

Subscriptions, petitions, or notices that do not concern the Community Center's affairs shall not be distributed or posted on Community Center property without prior approval of the Office Administrator or the Board of Directors.

Pets are not allowed in the clubhouse.

Personal property is not to be left unattended on Community property. Heritage Pointe is not responsible for lost or stolen personal property.

PRIVATE PARTIES

The multi-purpose room may be reserved by residents for private parties upon approval of the Office Administrator. A completed application, rental fee, and a security/damage deposit are required. The swimming pool and spa are not included in private party reservations. The pool deck can be enjoyed by the private parties but not to the exclusion of other residents.

SWIMMING POOL/SPA

Residents and their outside guests are entitled to use the pool/spa from dawn to dusk, unless otherwise posted. **There is no lifeguard on duty, so swim at your own risk.**

Do not move umbrella tables. Replace all chairs to their original position and lower umbrellas when leaving.

All Pool/Spa users must adhere to the following:

Board of Health Regulations:

- Hours are DAWN to DUSK
- A shower must be taken prior to entering the pool and spa
- No glass or animals in the fenced pool area
- No food or beverages in pool/spa or on pool/spa wet deck (painted concrete surrounds)
- No diving
- Do not swallow the pool water
- Do not impede access to the lifesaving rings, keeping a clear and direct path from the rings to the water's edge
- Bathing load maximum: 60 pool, 7 spa

House Rules:

- Oil-based products are banned; however, all other sunscreen products are allowed.
- Persons with open sores, cuts, diarrhea, or communicable disease may NOT enter the pool or spa.
- Anyone who wears diapers MUST wear a swim diaper. Any damages resulting from improper discharges will be paid by the owner of the unit involved.
- Chairs may not be reserved without the chair occupant being in the pool area.

The Office Administrator may block off times during which the pool will be reserved for water aerobics and other special functions.

FITNESS CENTER

Everyone who uses the fitness room does so at their own risk. It is recommended that you consult your physician prior to beginning any exercise program.

Children under the age of 14 are NOT PERMITTED in the fitness room under any circumstance.

Shirts and fitness shoes must always be worn. No sandals, dress shoes, open toed shoes, or bare feet are allowed.

No excessive dropping, banging, or throwing of weights.

Food and open containers of liquid are banned in the fitness center. Spill-proof non-breakable liquid containers are allowed.

Wipe down the equipment after use, with cleaning solution and paper towels or wipes as provided.

LAKE

Fishing from shore is allowed – catch and release only. Please always stay on the clubhouse side of fences.

No swimming, wading or playing in the lake is allowed.

Per state law do not feed alligators.

No refuse of any kind is to be deposited in the lake.

No boats of any kind shall be allowed on the lake except for routine lake maintenance being provided by authorized personnel.

PARKING

Covered and uncovered parking spaces are provided for the parking of private motor vehicles (with single rear wheels, of no more than one (1) ton designation, in a presentable condition). Covered spaces are for residents of that assigned unit and the numbering of these spaces may not be altered or relocated. Uncovered spaces are for everyone. Parking of a boat, camper, commercial vehicle (all vehicles of every kind whatsoever which, from the viewing the exterior of the vehicles or any portion thereof, shows or tends to show any commercial markings, signs, displays, equipment, or otherwise indicates a commercial use), non-operational or invalidly licensed vehicle is not allowed anywhere on Heritage Pointe property. Vehicles with trailers will be allowed one night, twice a year, to load or unload, and must be parked in uncovered spaces only.

Parking is only allowed in designated and marked parking spaces with a valid parking permit, which is available upon registration. Only one vehicle per parking space is allowed. You must park so that no portion of your vehicle extends over the sidewalk or into the road. The uncovered spaces accommodate longer vehicles.

No repairs or maintenance of vehicles may be performed, except emergency repairs.

Vehicles are permitted to be washed in the condominium parking spaces using only bio-degradable soap. No washing of vehicles at the Community Center parking lots.

All covered vehicles must have an identifying tag (luggage tag) on the rear of the vehicle showing the license plate number and vehicle's parking permit number. Covers must be securely tied and in good condition.

Because there are limited parking spaces, each unit is permitted a maximum of two vehicles on the premises. A non-renewable guest parking pass for a maximum length of two weeks is allowed for a unit that occasionally needs more than two vehicles. Any vehicle parked in violation of the parking restrictions is subject to towing, with the owner of the vehicle responsible for all towing costs.

PETS AND ANIMALS

Only owners are allowed to have pets. Any pet in a unit when the owner is present is assumed to be the owner's. Not more than two (2) commonly accepted household pets such as a dog or cat may be kept by owners in their unit, subject to other reasonable regulation by the Master Association. Such pet must be registered with the Heritage Pointe office to obtain a tag which then must be attached to the collar or leash in a manner to be visible when the pet is outside the owner's unit. All animals must be leashed when outdoors or kept within the living unit and shall not be allowed to roam free. Animals are not to be left unattended on lanais. The Board of Directors may impose reasonable restrictions upon how and where pets may be permitted upon the common elements. All owners are to clean up after their pets. Dispose waste properly in dumpsters. In addition, the owner may keep tropical fish in a tank no larger than 50 gallons, and no more than two (2) caged birds. The ability to keep a pet is a privilege, not a right. If in the opinion of the Board, any pet becomes the source of unreasonable annoyance to others, or the owner of the pet fails or refuses to comply with these restrictions, the owner, upon written notice may be required to remove the pet from the Condominium. Transferees and tenants are not allowed to have pets. It is a violation of our Declarations of Condominium and will result in immediate eviction, termination of the tenant lease and a fine of up to \$1,000 to the unit owner.

BUILDING APPEARANCE AND MAINTENANCE

The streets, sidewalks, hallways, entrances and stairs must not be obstructed or used for any purpose other than entrance or exit to and from the buildings. They are not to be used for storage of bicycles, wagons, baby strollers, shopping carts, chairs, benches, tables or any other similar object. Refuse and garbage must be bagged and placed in the provided dumpster. Recyclable items must be placed in the recycle bins.

Personal property of residents must not be stored outside in a common area.

No linens, cloths, clothing, curtains, mops, rugs, or laundry of any kind may be hung in a common area or shaken from any window, door or walkway. Screened in entryways must be kept clean and clear of unsightly items. Cleaning of screened in entryway is the resident's responsibility. Cleaning of the unit's lanai is the responsibility of the resident, and this must be done without sending water off the lanai.

Unit owner/tenant may display for 5 days one portable, removable United States flag and/or flags of the branches of the Armed Forces in a respectful way on appropriate holidays. Flags must not exceed 4½ by 6 feet. Flag may be displayed in the inside of unit window, on the unit entry door, or within the unit lanai.

No one shall allow anything whatsoever to fall from windows, walkways, entryways, or doors of the premises, nor sweep or throw any dirt, waste or other substances out of the unit onto the common elements of the building.

No exterior radio or television antennas installation or other wiring shall be made without the prior written consent of the Board of Directors, except as provided by law.

No sign, banner, billboard, advertisement, notice or other material of any kind shall be displayed, inscribed, painted or affixed anywhere in the Community by anyone without written permission of the Board of Directors. All notices to be posted on bulletin boards must be approved by the Office Administrator and must not be posted on bulletin board glass or on elevator walls or doors.

No flammable, combustible or explosive liquid, or gasoline cans or propane tanks shall be kept in any unit or storage area, except those necessary and suited for normal household use. Refrigerators and freezers are not allowed to be used in the storage units.

Any window coverings facing the outside of the unit must meet Architectural Review Committee (ARC) guidelines.

No one shall at any time or for any reason whatsoever enter upon or attempt to enter upon the roof of any building.

ALTERATION OF CONDOMINIUM

Air conditioners must meet size requirements. Owners must obtain ARC placement guidelines prior to installation – refer to the ARC guidelines. Any repair or replacement of air conditioning must follow directions and specifications as stated in the documentation attached to the A/C cabinet inside the unit, and such equipment installed incorrectly or of the wrong size will need to be moved or replaced at the owners' expense. It is imperative that your installer has Wayne Automatic Fire Sprinklers, Naples Fire, or Summit Fire turn off the sprinkler water and disable the sprinkler prior to any soldering done at your air handler. If you fail to comply and there is resulting water damage to your unit or other units, you will be held financially responsible for all related costs.

Unit owners are specifically cautioned that their right to make any addition, change, alteration, or decoration to the exterior appearance of any portion of their condominium is subject to the provision of the Declaration of Condominium and is also subject to prior approval of the ARC. All requests for permission to make changes must be submitted in writing to the ARC for approval accompanied by written plans when requested or drawings or specifications. (Application forms are on the Heritage Pointe website.) Examples needing approval: screen doors, windows, window coverings, window films, shades for the lanai, door locks, tile flooring for lanai or entryway and underlayment for all hard surface flooring within any unit on 2nd, 3rd or 4th floors. The Board of Directors shall approve such requests only if the Association is protected against or indemnified as to construction liens and/or claims arising from such work.

EMERGENCIES IN OWNER'S ABSENCE

All residents must provide the Heritage Pointe office with their contact information – preferably phone and email. In order that proper steps and procedures may be taken in a minimum amount of time during an emergency or for the required annual fire inspection of units, the Association shall retain a key to all units. The locks of each unit and storage room are not to be changed or altered without providing the Association with a duplicate key. Keys will be kept in a locked storage box, in a locked cabinet in the Community Center secured office. The Office Administrator will be in charge of the keys.

Any unit owner who is going to be away from his unit for more than 48 hours must prepare his unit prior to the departure in the following manner.

- **TURN OFF MAIN WATER SUPPLY**
- Remove all furniture, plants, wall decorations and other objects from the outside of the unit. Such items may remain on the lanai if approved storm shutters are installed and fully lowered.
- Turn off water heater by flipping appropriate breaker
- Designate a responsible condo watcher to care for the unit, and provide the Office Administrator with the name, phone number and email address of the condo watcher.

SMOKING

No person shall engage in smoking on lanais or within fifteen (15) feet of any building, swimming pool, pool deck or spa. Smoking shall mean inhaling, exhaling, burning, carrying or possessing any lighted substance,

including cigarettes, cigars or pipes. The use of “electronic” or “vapor” cigarettes, cigars, pipes or similar apparatus are likewise defined as smoking and likewise prohibited in the aforementioned areas. Please dispose of cigarette butts properly.

QUIET TIME

No unit owner or tenant shall make or permit any disturbing noises by himself, his family, guests, transferees, or contractors from 10:00pm to 8:00am. Remember that sounds carry, keep radios and TVs and all other noises down. No wind chimes are allowed. During daylight hours please keep sounds to a moderate level.

MISCELLANEOUS

Storage and use of personal barbeque grills on the lanai are restricted to electric only and per state statute up to 200 square inches of cooking surface. No gas or charcoal grills are allowed.

Gas grills are provided for the use of everyone. Remember to turn off the gas and clean the grill after each use.

There shall be no solicitation by any person anywhere in the Community Center or common elements, for any cause whatsoever, unless specifically authorized by the Office Administrator.

No person shall commit any activity on the common elements which is a fire, health, or safety hazard.

The discharge of firearms and fireworks within the Condominium Property is prohibited. The term “firearms” includes “B-B” guns, pellet guns and any other device that fires, launches or otherwise discharges a projectile, regardless of size.

Speed limit within the Community is 15 MPH.

DISCIPLINARY ACTIONS

Because there may be a few individuals who will not always observe these rules, the following infractions will be brought to the attention of the Board of Directors for disciplinary action:

- Repeated violation of Heritage Pointe rules or knowingly violating any Heritage Pointe rule
- Display of temper or other discourteous conduct resulting in damage to Community property or physical damage
- Showing disrespect to anyone in the Heritage Pointe Community