



Rules and Regulations

Welcome to Summit Place in Naples! We hope you and your family will enjoy your new home and the amenities at your disposal.

**The Collier County Sherriff's Office is Patrolling Our Community.
Please Follow Community Speed Limits and Stop Signs.**

This package will inform homeowners, tenants, and their guests about the Amenities and Rules and Regulations of Summit Place. We are a Deed Restricted Community with a Homeowner's Association with Rules and Regulations pertaining to the use of the land and the look of the neighborhood: Pursuant to the Summit Place Community's Declarations of Covenants and Restrictions, (4257 PG:0494).

Included in this document you will find the following:

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Important Contacts

We are pleased to introduce KW Property Management as the Property Management for Summit Place in Naples. Homeowners can submit their requests and forms to the Property Manager at the Summit Place Clubhouse Monday – Thursday between the hours of 8:30 am –4:30 pm (closed for lunch 12:30 pm-1:30 pm). **Appointment only on Fridays.** Request can be mailed to the office or emailed to summitplace@kwpmc.com.

Business Office Phone Number: (239) 304-0073

Business Office Physical Location and Mailing Address: 14955 Summit Place Circle, Naples, FL 34119

Summit Place on the Web: <https://websites.kw-ic.com/summitplace/>

During or after regular business hours' emergencies, please contact the following entities:

Fire & Police Emergency: 911

Collier County Sheriff: (239) 252-9300

Golden Gate Fire Department: (239) 348-7540

Collier County Animal Control: (239)252-7387

DEFINITIONS

For the purposes of these Rules and Regulations the following terms, whether appearing in uppercase or lowercase letters, shall have the meanings set forth below:

BOARD OF DIRECTORS – shall mean the duly elected board of directors of the Summit Place in Naples Homeowners Association.

COMMUNITY – shall mean the residences and other improvements located in, and the residents of, Summit Place Community in Naples.

SUNRISE TO SUNSET – shall mean the period beginning at sunrise on any given day and ending at sunset on the same day.

HOMEOWNER – shall mean any natural person or a corporation, limited liability company, or similar entity named on the deed for a residence located in the Summit Place in Naples community.

HOMEOWNER'S ASSOCIATION – shall mean the Summit Place in Naples Homeowner's Association.

LEASED UNIT – shall mean any residence located at Summit Place Community in Naples that has been leased by the owner of said residence under a written lease approved by the Board of Directors.

PROPERTY MANAGER – shall mean KW Property Management or any successor property management firm retained by the Board of Directors.

RESIDENT - shall mean any natural person who is occupying a residence located in the Summit Place in Naples community and (i) is named on the deed for said unit, (ii) is a tenant in a leased unit, or (iii) occupies a residence and has undergone a background conducted by or on behalf of the Board of Directors. If an ownership interest in a residence located in the Summit Place in Naples Community is held by a corporation, limited liability company, or similar entity, the resident, for these Rules and Regulations, shall be limited to those natural persons occupying the unit and who have been identified to and approved by the Board of Directors as residents.

TENANT – shall mean any natural person who has signed a lease for and is occupying a leased unit.

Clubhouse / Social Room

Please keep in mind video cameras are in use in all amenity areas. Swipe card and Key Fob access to all areas are also recorded. This information will be used to identify individuals who are a nuisance, trespassing, misusing, and or being destructive. Fines, denial of access to the facility, and criminal proceedings may result from such behavior.

Clubhouse Usage Rules

Use of the Clubhouse is limited to residents and their guests. Residents are responsible for the conduct of their guests at all times.

Persons under sixteen (16) years of age MUST be accompanied by an adult while using the clubhouse.

Abuse of the clubhouse amenities may constitute grounds for immediate restrictions from the facilities. At no time can any Summit Place homeowners, tenants, family members, or their guests cause a nuisance or disturb the peace, quiet, comfort, safety, or security of other occupants or surrounding property. No illegal, noxious, or offensive activity shall be conducted at any time that may reduce the enjoyment of the clubhouse. Owners and tenants are liable for the cost of repair resulting from damage caused directly or indirectly by themselves, family members, or guests to any amenities at the clubhouse. The Board of Directors has the right to suspend the use privileges of any owner for violations of these Rules and Regulations. If any owner, guest, or tenant engages in any offensive or abusive behavior, including intoxication, the responsible owner, guest, or tenant, may be asked to leave the premises.

No scooters, skateboards, roller skates, inline skates, motorized, battery-operated, and/or gasoline-operated vehicles or toys are allowed in the clubhouse or around the deck area. All bicycles are to be parked in the bike area. No loitering is permitted; loiterers will be asked to leave the premises.

No animals are allowed in the clubhouse except for service animals.

All local, state and federal regulations and laws apply during the use of the clubhouse. NO ILLEGAL DRUGS OR CONTROLLED SUBSTANCES are allowed in the clubhouse or the Association's common areas.

Reservation of Social Room

- Applications to reserve the Social Room may be made only by a resident. Any application submitted under this section of the Rules and Regulations must be received by the Property Manager at least thirty (30) days before the scheduled function. Applicants are required to file said applications electronically. The Property Manager may waive the thirty (30) day requirement upon a showing of good cause. The Social Room may not be rented 24 hours before a Board Meeting/Committee Function.
- Adherence to all state and local regulations regarding fire, health, and safety shall be the responsibility of the resident who made the reservation.
- All residents must be in good financial standing with the Homeowners Association to reserve the social room and for this reason, no homeowner or tenant can reserve the social room for another resident. Party reservations will be made on a first-come, first-serve basis. Functions of the Homeowner's Association have precedence over residents' functions. The Property Manager must approve all reservation forms. Such approval shall be memorialized in a rental agreement

which agreement shall be deemed to include all the Rules and Regulations set forth herein unless expressly stated to the contrary. Any such rental agreement may include conditions governing the conduct of the function for which the reservation request was made, and which conditions will be in addition to the terms of these Rules.

- The total number of attendees will not exceed the posted limits determined by the Golden Gate Fire Department. The maximum number of guests allowed for any function is 45. The resident who reserved the social room must attend the function at all times and will be held responsible for the conduct of his or her guests. County ordinances must be adhered to with regard to noise. Residents disturbed by a noisy function should notify the Collier County Sheriff's Department. Reports of any disturbances may result in forfeiture of the \$250.00 deposit and deny future use of the social room.
- The fee to rent the social room is \$200.00 per function, subject to change at the discretion of the BOD. The social room is available for private functions only. Residents must reserve a date on the calendar by submitting the proper form to the Property Manager. This form must be accompanied by two payments, one for the \$250.00 deposit and a separate payment of \$200.00 for the rental of the room.
- The deposit may be returned pending a post-event inspection. A deposit may not be refunded for the following reasons: noise disturbances, damage to the social room or its furniture/equipment, failure to clean up after the event, social room not secured, function attendees in the pool/pool area, the sauna, the fitness center or any other violations of these Rules and Regulations, the rental agreement. The \$250.00 deposit may be refunded in total, forfeited in total, or partially refunded at the discretion of the Property Manager and/or Board of Directors.
- Prior to the function a clubhouse key card or fob will be provided. This card key will allow access to the social room and must be returned to management the next business day after the event. If lost or destroyed, a \$75.00 replacement fee will be charged.
- Approved functions will occur during the time periods designated in the rental agreement and may begin as early as 8:00 a.m. on Saturday and Sunday. During the business week, Monday – Friday, functions may not begin until 6:00 pm. All activities will cease at the following times: 11:00 pm Sunday - Thursday and at Midnight Friday and Saturday.
- The social room must be cleaned, and the checkout sheet completed before leaving the premises, or the \$250.00 deposit may be forfeited. Private event reservations allow the use of the kitchen and recreation room but do not constitute exclusive use of the pool and patio area.
- **YOUTH AND TEENAGE PARTIES:** The Association will allow families to host parties for children, including teenagers, under the following additional conditions: Parental supervision is required when hosting a youth or teenage event. One adult chaperone for every 8-10 teenagers or children is required.
- Persons under the age of twenty-one (21) shall not be served, nor consume, alcohol at any clubhouse function. Cash bars are not permitted. Alcohol shall be permitted only within the social room. Alcohol consumption must follow Florida State and any applicable local laws and alcohol must be always kept in adult possession within personal coolers.
- The Association must be informed before an event if alcohol will be served at an event. All alcohol must be removed from the rented area at the end of the rented term.
- The property, furniture, and equipment of the Homeowner's Association are not to be removed from the social room premises. In the event that a resident or guest damages Homeowner's Association property during the resident's function, it will be the responsibility of the resident conducting the function to pay for the damage. This includes damage to any social room furniture, fixtures, equipment, carpet, etc. Any damage to the Summit Place ground areas, landscape, the exterior of the building, and any resident's property (cars, windows, etc.) caused by the resident or any of his or her guests ***shall also be the responsibility of the resident holding the function.***
- Commercial functions are NOT allowed. Commercial parties are considered any activity held for the express purpose of soliciting business. Such functions include, but are not limited to, sales of goods like Tupperware and art sales, or sales of services, like investment services or real estate. Notwithstanding the foregoing, political events, including fundraisers, are not considered commercial functions. No boisterous conduct of any kind will be permitted in the Clubhouse or common areas.
- All doors and windows must remain closed during functions to control noise and temperature control. No

decorations are allowed to be used that will cause damage to the walls, windows, vertical window blinds, ceilings, or social room furnishings. Decorations must be affixed using removable adhesive tape, and all tape must be removed after the function. Confetti is not allowed.

- Food may be served in the main room of the social room only. Food is not allowed to be moved outside or into the sauna or fitness center.
- **The resident making the reservation shall remove all garbage and refuse from the function and will dispose of such garbage and refuse with his or her household trash.** All clubhouse/social room doors must be closed and properly secured, including the restroom doors, before leaving the premises.
- **Air Condition thermostat must be set at 77 degrees before leaving the premises.**
- No animals are allowed in the social room except for certified service animals.
- The Property Manager shall exercise the right of approval or denial of the use of the Summit Place Social Room. As noted above, the Property Manager may impose conditions and restrictions on a particular rental agreement, in addition to those specifically enumerated in these rules and regulations, if the Property Manager believes that such conditions and restrictions are reasonably necessary to protect the property interest of the Homeowner's Association and to ensure that the use of the social room will not disturb the peace and harmony of the community. Any denial of a user application or the imposition of a condition or restriction not enumerated in these rules by the committee may be appealed by the resident/applicant to the Board of Directors within ten (10) days of the denial or delivery of the rental agreement. The appeal must be made in writing to the Board of Directors or the Property Manager. The Board of Directors may affirm, reverse, or modify the decision of the Property Manager.

General Rules and Regulations

Please keep in mind video cameras are in use in all amenity areas. Swipe card/ Key fob access to all areas is also recorded. This information will be used to identify individuals who are a nuisance, trespassing, misusing, and or being destructive. Fines, denial of access to the facility, and criminal proceedings may result from such behavior.

Allowing anyone into the amenities due to the individual not having an access device is strictly prohibited.

Tennis / Pickleball Courts

ELIGIBILITY OF PLAY: The court is for the use of all homeowners, tenants, and their guests during court operating hours. Residents of Summit Place must always accompany all guests. The United States Tennis Association Code (revised in 1985) shall govern play.

HOURS OF PLAY: The operating hours are daily from 8:00 AM to 8.00 PM or as determined by the Board of Directors.

LENGTH OF PLAY: When players are waiting, play is limited to one hour only, on a first-come, first-serve basis. There are no advance reservations. The 'holding or saving' of courts is expressly prohibited.

DRESS CODE: All players must wear proper tennis apparel. Running, gym, cross training or other footwear not made, especially for tennis will not be allowed as they damage the playing surface. Those found not wearing tennis shoes will be asked to change shoes before continuing to play.

MEN: Tennis shorts, shirts, and/or appropriate warm-up suits are to be worn at all times. No T-shirts, running shorts, workout attire, gym clothes, or swimming attire will be permitted. Under no circumstances will male players be allowed to play without a shirt.

WOMEN: Tennis shorts, skirts, dresses, and/or appropriate warm-up suits must be worn at all times. No running shorts, workout attire, gym clothes, or swimming attire is permitted.

Anyone not conforming to the dress codes outlined above will be asked to change clothing before they will be allowed to play.

MISCELLANEOUS REGULATIONS:

- Only the playing of tennis and pickleball is permitted on the courts. Absolutely no scooters, skateboards, bicycles, roller skates, in-line skates, radio-controlled cars, motorized, battery-operated and/or gasoline-operated toys, or similar toys or any non-tennis equipment are allowed on the courts. Anyone found violating this rule is subject to forfeiture of his/her right to use the courts.
- No littering, please use trash receptacles provided.
- Do not sit on the Tennis Court net.
- No glass containers, bottles, or tobacco products.
- Absolutely no food or alcoholic beverages are permitted on the tennis courts.
- No pets are permitted on the tennis courts except for certified service animals.
- Persons under the age of twelve (12) must be accompanied by an adult.
- Any person will be removed for loud, obnoxious, rude, or otherwise inappropriate behavior. Distracting or interfering with players while a match is in progress is prohibited.
- Players or spectators are requested not to walk through or behind a court while a match is being played. Spectators or other players should not interfere with any match. Those persons waiting to play or who are not playing tennis must wait outside the tennis court fence.
- All players are asked to observe proper etiquette to ensure that everyone can enjoy the use of the courts.

Basketball Courts

The basketball court is for the use of all homeowners, tenants, and their guests. Residents are responsible for their guests' compliance with these rules. Guests must be always accompanied by a resident while using the basketball court. Spectators or other players should not interfere with any game. The basketball court is open from sunrise to sunset. No portable lighting, including but not limited to automobile lighting, may be used to illuminate the basketball courts.

- No glass containers, alcoholic beverages, tobacco products, or pets are permitted in the basketball court area.
- There is no time limit when using the basketball court. However, if others are waiting, please limit play to one (1) hour.
- No littering. Use trash receptacles provided.
- Resident shall be responsible for paying clean-up expenses, repairs costs, and damages caused by resident and/or resident's guests.
- Basketball court is for basketball play only. Absolutely no scooters, skateboards, bicycles, roller skates, in-line skates, radio-controlled cars, motorized, battery-operated, and/or gasoline-operated toys are allowed on the courts, as this will damage the surface.
- Anyone causing a disturbance will be required to leave the basketball court area. Disturbances include but are not limited to fighting, foul language, and excessive noise, including loud music volume.

BBQ/Picnic Area

The BBQ and picnic area are for the use of all residents and their guests. Residents are responsible for their guest's compliance with these rules. The area is open from sunrise to sunset. No portable lighting, including but not limited to automobile lighting, may be used to illuminate the BBQ/Picnic Area.

- First come, first serve basis. There are no advanced reservations. Holding or saving the area is prohibited.
- No glass containers or pets are permitted in the area.
- Anyone causing a disturbance will be required to leave the area. Disturbances include but are not limited to fighting, foul language, and excessive music volume.
- No littering. Use trash receptacles provided.
- Please remove all debris and take it to your unit for WM disposal.
- Close any open umbrellas before leaving the area.
- If you have a pet in this area, please clean up after your pet.

Swimming Pool

THERE IS NO LIFEGUARD ON DUTY ALL PERSONS USING THE POOL DO SO AT THEIR OWN RISK!

For these Rules and Regulations, the swimming pool consists of the main pool, kiddie pool, hot tub or spa, the covered deck located at the rear of the clubhouse, and the area within the fenced enclosure surrounding the swimming pool and known in these Rules and Regulations as the swimming pool area. Use of the swimming pool area and the picnic tables, chairs, and amenities therein are limited to residents and their guests. Residents are at all times responsible for the conduct of their guests. The Homeowners Association and its Board of Directors assume no responsibility for any accident or personal injury or for any loss or damage to personal property arising out of, or in connection with, the use of the swimming pool and/or swimming pool area. Persons using the swimming pool or swimming pool area agree not to hold the Association or the Board liable for actions of any nature occurring within the pool area. ***Per Florida State Regulations homeowners, tenants and their guests may use the clubhouse pool only during the hours occurring from sunrise to sunset.***

Residents and their guests who bring food to the swimming pool area must use the tables provided. No smoking, alcoholic beverages, glass containers, propane, or charcoal barbecue grills are permitted in the swimming pool area. Persons using the pool or swimming pool area must clean up after themselves. Trash cans are provided. Use of the tables in the swimming pool area is on a first come first served basis; there are no reservations for tables. All patio furniture must be set back at least 4 feet from any water feature (pools and hot tub). The Board of Directors has the right to suspend the swimming pool privileges of any adult or child who does not comply with his/her instructions or for violation of these Rules and Regulations.

The Florida State Board of Health rules concerning swimming pools must be followed. Those rules include the following:

- Persons with open sores, cuts, or communicable diseases may not enter the pool.
- Animals are not allowed in the pool area except certified service animals.
- Everyone must shower before using the pool or after applying suntan lotion.
- Persons who are incontinent or not potty-trained must wear swim diapers.

ENFORCED POOL SAFETY RULES:

- No swimming after sunset.
- No smoking, alcoholic beverages, glass, or breakable containers are allowed in any part of the swimming pool area.
- No jumping over the fence or gate. Access to the swimming pool area by unauthorized persons is trespassing.
- Do not prop open any pool gate. This may put children at risk.
- Persons entering the pool area must ensure the pool gates are closed after entry.

- No persons under six years of age are allowed in the hot tub.
- Safety Floatation devices are allowed in the swimming pool and kiddie pool.
- Persons under 16 years of age may use the swimming pool area only when accompanied by a parent or an adult.
- Unsupervised underage persons will be asked to leave the swimming pool area.
- Underage persons who are unable to swim, are not permitted in the swimming pool area unless taking swimming lessons or accompanied by a parent or adult.
- No bubbles or chemicals should be put into the pools or hot tub. Nothing is to be taken into the pool that could pollute the water or become a hazard to other swimmers.
- **NO DIVING, front flipping, back flipping, cartwheels, or cannonballs are permitted. Entry into the pool must be by existing ladders or steps**
- No water balloons, water balls, footballs, basketballs, soccer balls, volleyballs, etc. are permitted in the swimming pool area.
- No running, pushing, wrestling, or similar behavior is permitted in the swimming pool area.
- No roller skates, skateboards, roller blades, bicycles, scooters, motorized, battery-operated, and/or gasoline-operated toys, or water guns are permitted in the swimming pool area.
- No extension cords or electrical equipment of any kind shall be used in or around the swimming pool area.
- No music or other sound-producing devices are allowed in the swimming pool area unless headphones are in use and no ambient sound is emitted.
- No propane or charcoal barbecue grills are allowed in any part of the swimming pool area.
- No personal items should be left in the swimming pool area (floats, toys, goggles, coolers, etc.).
- All accidents, however minor, must be reported to the Property Manager when they occur.
- **Rules for using the main swimming pool, hot tub, or spa may be posted at the discretion of the Board of Directors. Any discrepancies between the posted rules and these Rules and Regulations will be resolved in favor of the terms of these Rules and Regulations.**

Fitness Center

OBJECTIVE

The Homeowner's Association desires to permit residents to use the exercise room in a safe and enjoyable atmosphere. It shall be the responsibility of all residents to use such facilities in a manner to attain this objective. The fitness center consists of an exercise room and saunas.

RULES

- **The Homeowner's Association is not responsible for injuries sustained while utilizing the fitness center equipment or sauna.**
- Users of the fitness center must be a residents or guests and must be 16 years of age or older.
- Persons aged 13 to 15 years old are permitted to use the fitness center when accompanied by an adult.
- The fitness center is available for use between the hours of 4:30 AM and 8:00 PM.
- The gym is available for use between 8:00 pm and 10:00 pm via special request. This is at the board's discretion.
- No food or drink other than water and no glass containers are permitted in the fitness center.
- Athletic shoes and appropriate attire must be worn in the exercise room of the fitness center. Bare feet, bathing suits, flip flops, or sandals are not permitted in the exercise room. Sandals and flip-flops are permitted in the sauna, but bare feet and any other type of footwear are not permitted in the sauna.
- Residents must bring a clean towel with them, or utilize the wall-mounted paper towels, to wipe down the equipment after each use and to clean the equipment.
- No music or other sound-producing devices are allowed, except when used with headphones.
- To ensure the safety and comfort of all members, dangerous objects and/or rowdy behavior is not permitted

- Voices and use of the existing televisions should be maintained at a reasonable level.
- Guests are permitted to use the exercise room only if accompanied by a resident.
- The Homeowner's Association is not responsible for loss or damage to personal property.
- Any damage done to any part of the clubhouse or fitness center facilities will be charged to the responsible resident. Residents are responsible for the conduct of their guests.
- The Board of Directors may deny access to the fitness center or sauna at any time to any person for violation of these Rules and Regulations or as otherwise permitted under the governing documents or applicable law.
- Animals are not allowed in the fitness center except certified service animals.
- No scooters, skateboards, roller skates, inline skates, motorized, battery-operated, and/or gasoline-operated vehicles or toys are allowed in the Fitness Center.
- Any person found using the gym after closing is trespassing.

GENERAL SUGGESTIONS FOR EXERCISING IN THE FITNESS CENTER

- Before proceeding with any type of exercise program, each person should consult with a physician.
- Residents should wear proper exercise clothing when working out.
- Always warm up before starting any type of exercise session.
- **BE ALERT!** The fitness equipment in this facility presents hazards, which if not avoided, could cause serious injury or death.
- Before attempting any exercise on any machine, each person is advised to read the warning labels and instruction placards affixed to each machine to learn the set-up instructions and appropriate use for each piece of equipment.
- When working with free weights, always have a spotter present.
- Immediately report any piece of equipment that is not functioning properly to the Property Manager so that it may be evaluated and serviced promptly.
- Do not attempt to use or fix any piece of equipment that is not functioning properly.

Parking / Garages

- Bar Code Stickers, for Resident Gate entry, are mandatory on all vehicles utilized by residents.
- Bar Code Stickers are strictly for approved residents only.
- Bar Code Stickers cannot be changed between vehicles.
- The parking facilities shall be used in accordance with the regulations adopted by the Homeowner's Association.
- Residents must park their vehicles in the garage or driveway of the residence in which they occupy. A resident may not park a vehicle in another unit's driveway; the said vehicle will be towed, and the offending party will incur towing and storage fees.
- **NO PARKING** (vehicles will be **towed without further notice**):
 - **On the street within the following schedule:**
Monday-Thursday: 11:00 pm – 4:30 am
Friday-Sunday: 12:00 am – 4:30 am
United States Federal Holiday: 12:00 am – 4:30 am
 - **At the clubhouse within the following schedule:**
Monday-Thursday: 11:00 pm – 4:30 am
Friday-Sunday: 12:00 am – 4:30 am
United States Federal Holiday: 12:00 am – 4:30 am
 - **Vehicles that fail to adhere to the Association's parking rules will be towed at the owner's expense.**
 - **Across the sidewalk, on the grass, or on any landscaped area.**
 - **It is prohibited to interfere with the use of the sidewalk in any way, by any part of a vehicle.**

- No other portion of a front yard may be used to park or store automobiles other than the designated driveway.
- All vehicles must be in a clean and neat state, not in need of obvious repair (flat tires, broken windows, etc.). A vehicle that cannot operate under its own power will not be allowed to remain on the property for more than twenty-four hours except in the garage of a home. No repair, except emergency repair, of vehicles shall be made within the property, except in the garage of a home.
- All vehicles must have up-to-date tag information and insurance while on community property.
- Automobiles parked and/or stored in connection with residential dwelling units as described above shall be owned by the occupants of the dwelling unit or units unless the vehicle is owned by a firm, corporation, or entity for which a dwelling unit occupant is employed. This provision shall not apply to vehicles owned by persons or entities temporarily parked in the community for social or commercial purposes.

No commercial vehicle, recreational vehicle, boat, trailer, or camper may be parked at a residence, except in the garage of a home. A commercial vehicle shall include any vehicle bearing commercial tags and contains business designation lettering painted or displayed on the exterior of the vehicle or racks. The term commercial vehicle shall not include sports utility vehicles (i.e., Broncos, Blazers, Explorers, etc.), up to 21'5" in length, unless said vehicle can be classified as a commercial vehicle pursuant to the preceding sentence hereof. A vehicle that does not fit within the dimensions of a garage may not be parked in a driveway. Applicable provisions of the Collier County Code must be obeyed at all times. The provisions of this bullet point shall not apply to vehicles owned by persons or entities temporarily parked in the community for social or commercial purposes. Notwithstanding the preceding sentence, temporary overnight parking of commercial vehicles is not permitted in the community without the written permission of the Property Manager.

- All motorized, battery operated, and/or gasoline vehicles, including but not limited to, all-terrain vehicles, mini-bikes, go-carts, golf carts, dune buggies, dirt bikes, skateboards, or scooters, shall not be operated in or on common areas (except paved streets) or any privately owned real property within the community. Unlicensed or unregistered vehicles shall not be operated on any streets within the community.
- Use of the streets and roadways located within the Community is limited to vehicular traffic only.
- Dumpsters or moving containers may be stored at a residence for up to 72 hours. For a longer period of time, property manager approval is required.
- The use of any dumpster shall be governed by the Collier County Noise ordinance, where applicable. In the limitation of the foregoing, the loading of the dumpster and its delivery to and removal from the residence in question shall occur 7 days a week between the hours of 9:00 AM and 5:00 PM, unless otherwise provided in the written permission issued by the Property Manager.
- When irrigation sprinklers are damaged by a resident, or his or her invitees or guests, the HOA can absorb the cost of the repair, however, the responsible resident shall receive a violation or could be responsible to reimburse the association for the cost of repairs. Cumulative incidents of damage to irrigation sprinklers will result in a review and potential action by the Board of Directors and the Fining Committee.
- The doors of all garages may be open as needed for ingress and egress but kept closed at all other times so the garage interior is not visible from the street.

Pets and Animals

All Residents must register their domestic pets with the business office and obtain a tag of record, which tag must be worn by the pet (except fish or birds).

No animals, livestock, pigs, poultry, or other animals of any kind shall be permitted within the subject property except for common household domestic pets or certified service animals, provided that in no event shall Pit Bull Terriers, Staffordshire Terriers, pigs, or poultry be deemed to be an authorized pet.

No more than two (2) commonly accepted household domestic pets such as a dog or cat or a reasonable number of tropical fish or caged birds may be kept in a unit, subject to other reasonable regulations by the Board of Directors. Dogs may not be of an aggressive breed, as set forth by the governing documents and or Board of Directors. As used in these Rules and Regulations, the term “household domestic pet” does not include any animals that may cause harm to others or the environment.

All animals are required to be tagged and shall be leashed (if outdoors) or kept within the residence in which they reside and shall not be permitted to roam free. Pets left to roam may be turned over to animal control. While walking a pet on a public sidewalk, park, or any other public property, the resident, or person in control of the pet, must carry a bag or scooper to clean up animal waste. All pet owners must walk their pet only in the common areas (front and back yards are not common areas). Residents may not allow their pets to access improved private property owned by others. When a pet utilizes the private property of the pet owner for the elimination of waste, the animal waste must be removed daily. Pet elimination apparatus must be shielded from view on lanais and kept in a sanitary condition. When a pet utilizes the private property of another resident or a common area for the elimination of waste, the animal waste must be removed at once. The Homeowner's Association may further restrict the walking of pets to certain areas. Pets may not be left unattended or leashed in yards or in garages or on porches, lanais, and other open areas. No pets are to be tied outside unless the pet owner is with them. No kennels, dog houses, chains, or tie-downs are permitted.

Animals making noise day or night will not be tolerated.

Commercial activities involving pets, including without limitation, boarding, breeding, grooming, and training, are not allowed. If, in the opinion of the Board of Directors, any pet becomes the source of unreasonable annoyance to others, or the owner of the pet fails or refuses to comply with any applicable Rules and Regulations, the pet owner, upon written notice, may be required to remove the pet from the community. When deemed necessary, a fine may be levied against a homeowner for a specific action or infringement in violation of the Governing Documents or Rules & Regulations.

Cooking Fires/Grills

(open outdoor fires, outdoor fireplaces)

Barbecue grills or other similar devices used for cooking, heating, or other purposes shall not be stored in the front or side of a residence. The use of fireplaces and fire pits is not permitted.

No charcoal burners shall be kindled or maintained on a lanai or within 10 feet of any structure. No gas-fired cooking grill shall be kindled or maintained on a lanai or within 10 feet of any structure. LP gas cylinders over 2 1/2 lbs. water weight shall not be stored within 10 feet of a residential building.

Window Coverings

Window coverings need to compliment the exterior of the building (white, cream, beige, gray, or brown). Bright colorful draperies without blinds need to have linings that also compliment the exterior of the building. All windows must have coverings including the garage windows.

Mailboxes and Outdoor Lighting

All mailboxes shall remain the same style and generally the same condition as when originally installed unless changes are approved by the Board of Directors. It is the homeowner's responsibility to maintain the mailbox.

All outdoor lighting shall remain the same style and generally the same condition as when originally installed unless changes are approved by the Board of Directors. Clear, white, and or A19 LED yellow bug bulbs are acceptable bulbs for outdoor lighting. It is the homeowner's responsibility to maintain his or her outdoor lighting.

Trash Containers

All trash and recycling containers must be kept inside units except on scheduled trash/recycle pickup days. Trash and recycling containers may be placed outside no earlier than 5:00 PM on the day before the scheduled pickup date. Trash and recycling containers must be returned to storage inside the unit no later than 9:00 PM of the scheduled pickup day

Holiday Decorations

Holiday decorations should not be set up any more than 2-3 weeks prior to the holiday in question. If a decoration encroaches on a landscaped area, that landscaped area will not be serviced until the decoration is removed. Holiday decorations must be taken down within seven days after the conclusion of the holiday season, this includes the replacement of any festive lights used in outdoor lighting fixtures during a holiday with clear, white, and or A19 LED yellow bug bulbs. If decorations cause any damage to irrigation, the owner will be sent a violation.

Hurricane Shutters

Hurricane shutters should not be installed any more than 4-5 days prior to a storm forecast to affect the community. Hurricane shutters must be taken down within seven days after the conclusion of the storm.

Yard, Garage & Moving Sales

Yard, garage, and moving sales are NOT PERMITTED, except when the Board of Directors authorizes a community-wide sale. Any such sale is subject to all applicable Collier County permitting requirements.

Units for Sale – Signs and Open Houses

Realtor-owned for sale and open house signs are not allowed in the Summit Place Community. Open Houses may be held on Saturday and Sunday between the hours of 1 pm and 5 pm. An Open House Sign for the front of the unit may be borrowed from the Business Office with a \$35.00 deposit. It is the Realtor's responsibility to inform the Gate House of the open house and/or private showing. Violation of this section is the responsibility of the homeowner.

Exterior Front Yards

No furniture, equipment, or toys (including but not limited to bicycles, skates, skateboards, basketball hoops, towels, rugs, sandboxes, go-carts, scooters, and shoes) shall be stored or kept in the front yard of a residence. These items shall not be visible from the street or another lot. Miscellaneous items not relating to landscaping must be stored internally by sunset or when not in use.

Guests

Any guest that resides at the property longer than a "vacation period" of 30 days needs to be vetted and approved by completing the membership application process. It is the homeowner's responsibility to ensure this has been completed.

Leased Units

Leasing – General Information

Units may be leased only in their entirety; no fraction or portion may be leased. There shall be no subleasing of dwellings or assignment of leases unless prior written approval is obtained from the Board of Directors. No transient tenants may be accommodated in a dwelling. All leases shall be in writing. The lease term must be for a minimum of 6 months.

Leasing - Approval Procedures and Rules

Each homeowner who wishes to lease a Unit shall use a written Lease, signed by the homeowner and the tenant(s) who will occupy the unit, with the completed and signed Summit Place application forms. Every homeowner shall submit to the Board of Directors the signed written lease, Summit Place application forms, and a check in the amount of \$100.00, per adult applicant, for the application fee. New tenants must complete an application 30 days prior to the lease renewal date to allow sufficient time to process the application. Any tenant found riding in the unit without approval, will be restricted from the Community. The homeowner will also receive a violation for allowing an un-vetted resident to reside in the Community.

The Board of Directors or a duly authorized agent of said Board shall review both the lease submitted by a homeowner and the attached forms and shall approve or deny the lease within five 14 business days after receipt by the Board of Directors of the completed lease, application forms, and fee(s). The 14-day lease review period shall not start until the owner provides the Board of Directors with executed copies of all documents and fee payment.

If the lease and the accompanying forms are found to be acceptable and the fee is paid, then the tenant(s) shall be approved by the Board of Directors or its authorized agent. Such approval shall be indicated on the Summit Place application forms by the signature of an officer of the Homeowner's Association or the authorized agent of the Board of Directors. The original application shall be retained and held in the Association's records, and a copy shall be returned to the homeowner.

In the event, that the lease and accompanying forms do not meet with the approval of the Board, then written notice of denial shall be sent to the owner. A denial shall not bar a resubmission of the proposed lease and signed application.

The failure of any owner or tenant to follow these Rules and Regulations shall be considered a violation of the terms and conditions of the governing documents. In the event of a violation, the Board of Directors may take whatever action allowable as set forth in these Rules and Regulations or the governing documents.

The powers are given to the Board of Directors concerning leasing procedures, including, but not limited to, the review and approval or denial of leases may be delegated by the Board to a duly appointed officer or agent, who shall exercise such delegated powers in strict accordance with the provisions of these procedures and the directions of the Board of Directors.

Leasing Rules

In addition to the procedures outlined above, the following substantive rules are to be followed with respect to any unit leased at Summit Place:

1. Leases for units shall not be for a term of less than six (6) months. In the event that a lease term is reduced due to an eviction, death of lessee, or any other reduction of the lease term approved by the Board of Directors, a dwelling may not be subject to more than two (2) leases in any twelve (12) month period.
2. No subleases shall be permitted.
3. Per Collier County code, the maximum number of residents/lessees who shall be entitled to lease any unit or occupy any leased unit shall not be greater than four (4) unrelated persons.
4. In all events, all residents of a unit shall comply with all applicable laws, ordinances, and codes, as well as the governing documents and Rules and Regulations of the Association.
5. Each unit owner who leases a unit shall be required to provide a complete set of the current Rules and Regulations to the tenant(s). In addition, the lease and all of the application documents must be fully signed when submitted for review.
6. Each lease and Summit Place application must contain an affirmative statement by the proposed tenant that the tenants agree to be bound by the governing documents and Rules and Regulations throughout the term of their occupancy of the unit, and that they have received complete copies of the Rules and Regulations.
7. No lease shall contain any term, condition, or provision which will operate or be applied in a manner that is contradictory to any governing document or the Rules and Regulations. Any such contradictory term(s) incorporated in a lease, shall be void and unenforceable as between the Homeowner's Association and the owner and tenant, even if the said lease has been approved by the Board of Directors or an agent thereof.
8. A lease renewal for the same approved tenants of the same owner in the same unit must be submitted to the Association 30 days prior to the lease expiration for continued access to the community and amenities.
9. The lease renewal fee is \$50.00. Any unit late in providing the lease renewal will be charged a fee of \$100.00.

Architectural Review Board

General Information

Any exterior design change or modifications including but not limited to landscaping, materials or open space criteria will require approval from the Architectural Review Board.

Architectural Request Forms are available online (<https://websites.kw-ic.com/summitplace/>) and in the management office.

Contractor work schedules for exterior maintenance or approved improvement of the exterior of any residence shall occur only Monday through Friday (holidays excepted) between the hours of 8:00 AM and 5:00 PM. Such work shall be governed by the Collier County Noise Ordinance, where applicable.

Landscaping

PLANTINGS ARE NOT ALLOWED WITHOUT AN APPROVED AND SIGNED ARCHITECTURAL REQUEST FORM.

Homeowners are responsible to maintain and provide mulch to the landscaped areas of their properties. Red mulch is the approved color choice. Homeowners are responsible to maintain all outdoor potted plants, which plants may not be placed on any grass areas that will interfere with the work of the HOA landscaping crew.

When irrigation sprinklers are damaged by a resident, or his or her invitees or guests, the HOA can absorb the cost of the repair, however, the responsible resident shall receive a violation. If it is noticed that the same sprinkler head is damaged three times in a 12-month period and it is suspected to be caused by the recklessness of the resident, the resident will be issued a violation with the potential fine of \$50 and the second violation will be \$100.

Satellite Dish Installations

1. Federal law permits the installation of dishes and antennas less than one meter (39 inches). Devices larger than this size or otherwise not a part of the FCC Ruling are not permitted, and homeowners are encouraged to obtain the smallest device possible to maintain the aesthetics of our community.
2. Installation is permitted on an individually owned property only.
3. Placement of the device is crucial in maintaining the appeal of our community and the following "Placement & Screening Specifications" were developed for use by each homeowner in determining the location of antennas. The list goes from the most acceptable location to the least acceptable location. Acceptable quality of reception will ultimately determine the location of the device and homeowners are requested to use the "most acceptable" location where an acceptable quality signal can be received:
 - a. Hidden/screened-in backyard
 - b. Unscreened in backyard
 - c. On rear fascia, below the back-roof line
 - d. Other areas of fascia depending on roof lines
 - e. Other areas in the back of the house
 - f. Inside yard (screened from public view) **
 - g. Front yard (screened from public view) **
4. ****Note:** Townhome front & some side lawns are maintained by the Association. The Association cannot be responsible for any damage to an area where a satellite dish/antenna is installed.
5. Color and screening • the satellite dish or antenna should be painted the same color as the exterior color of the building where the dish will be installed. If locating the dish in a front or side yard, a screen such as shrubs or a landscape rock designed to cover the satellite dish in such a manner as to blend in with the surrounding placement area will be required. When painting a dish do not use lead-based or glossy paint. Glossy paint could damage the Low Noise Block (LNB) converter by increasing the signal reflection. The LNB converter should not be painted.
6. Safe Installation • the satellite dish/antenna is to be installed securely and safely. Problems or liability matters resulting from the installation of a satellite dish/antenna are the responsibility of the homeowner. Homeowners who use professional installers typically have fewer technical concerns later on, and professional installation is quite affordable. All exterior cable runs shall be underground. If on a building exterior, cable runs shall be in a plastic conduit firmly affixed and painted to meet the building.
7. Permits • the homeowner will obtain any permits necessary for installation and ensure the device is in strict compliance with FCC regulations and local and state laws.

Rules and Regulations Enforcement Process

Adopted by the Board of Directors on April 30th, 2025

- Fine Amounts and Accrual
 - A fine may be assessed in the amount of \$100 per day per violation, not to exceed \$1,000 total.
 - For curable violations, the accrual period begins from the date of the first violation notice and continues until:
 - The violation is cured, or
 - A statutory fine cap of \$1,000 is reached.
 - For non-cured violations, the fine begins to accrue the day after the Board votes to impose the fine and/or approve the violation notice.
- Fining Committee Hearing Process

Once the Board levies a fine or approves a violation notice, the Association will send a Notice of Fining Committee Hearing to the Owner:

- Timing of Notice: Sent at least 14 days prior to the scheduled Fining Committee Hearing (held on the last Monday of each month).
- Delivery of Notice: Notice will be sent via mail and email and shall include:
 - Date, time, and location of the hearing
 - Copy of prior violation notices
 - Citation of the specific rule or provision violated

✦ *Proper notice ensures procedural fairness and strengthens the enforceability of the fine.*

- Fining Committee Composition & Role

The Fining Committee shall consist of at least three (3) members who:

- Are members of the Association
- Are not officers, directors, or employees of the Association
- Are not related to officers, directors, or employees (no spouses, parents, children, siblings)
- Fining Committee Responsibilities
 - Review evidence and testimony presented at the hearing
 - Vote to confirm or reject the fine or suspension by majority vote
 - No fine may be imposed unless approved by the Committee

The Committee's role is strictly to recommend if fine is valid based on the information presented.

Final Board Action & Owner Notification

- If the Committee approves the fine, it becomes valid and enforceable.
- The Board will formally ratify the fine at the next open, notice board meeting (held on the last Wednesday of each month).
- The Owner will be notified in writing, via mail and email, of:
 - The Committee's approval
 - The Board's final imposition of the fine
 - The 30-day deadline to pay the fine

- Fine Payment Process
 - Owners may pay fines via:
 - Online Resident Portal, or
 - Check by mail with identification (account number, violation date, and address in the memo)

Tenants must remit payment by check only and do not have access to resident portal account information.

MAIL TO:

KW Property Management & Consulting
Cc Summit Place Community
P.O BOX 31600 Tampa, FL 33631

Violation Response Procedures

1. Non-Curable Violations

Non-Curable violations are defined as one-time infractions that cannot be remedied after the fact (e.g excessive noise disturbance, unauthorized parties, or damage to common areas).

- The Owner will receive a Violation Notice via mail and email.
- The notice will include:
 - A description of the violation
 - The fine or suspension imposed
 - Notification of the right to attend a hearing before the Fining Committee
- Per Florida Law, the Owner (or tenant) will be given the opportunity to attend a hearing and present any objections to the fine or suspension.
- No Decisions Made at Hearing: The Fining Committee does not impose or finalize fines during the hearing. Instead, it issues a recommendation of whether to impose the fine.
- Final Approval: All fines and suspensions are subject to approval by the Board of Directors, which meets on the last Wednesday of each month.
- If the Owner does not appear at the hearing, the right to a hearing is deemed waive, and the fine will be automatically imposed.

2. Curable Violations

Curable violations are those which may be corrected within a reasonable timeframe (e.g. trash left in view, unapproved property leases, unauthorized modifications).

- The Owner will receive a First Violation Notice via mail and email, which will include”
 - A description of the violation
 - A timeframe for correction (refer to the attached Curable Violation Timeframe Schedule)
- If the violation is not corrected by the deadline, a Second Violation Notice will be issued, which will include:
 - The fine or suspension being levied
 - Notification of the Owner’s Right to a Fining Committee hearing
- As required by Florida Law, the Owner (or tenant) will be granted the opportunity to attend the hearing to dispute the fine or suspension.
- If the violation is corrected prior to the scheduled hearing date, the Owner must notify the Management Office to request a re-inspection. If the re-inspection confirms that the violation has been fully resolved,

- the violation will be removed from the Owner's account, and the Owner will not be required to attend the hearing. Written confirmation will be provided stating that the violation has been cleared.
- No Decisions Made at Hearing: The Fining Committee does not impose or finalize fines during the hearing. Instead, it issues a recommendation of whether to impose the fine.
- Final Approval: All fines and suspensions are subject to approval by the Board of Directors, which meets on the last Wednesday of each month.
- Failure to attend the hearing will result in the right being waived and the fine being automatically imposed.

Additional Notes

- Fines shall not exceed the limits permitted under Florida Law and the Association's governing documents.
- Each day a continuing violation persists may be considered a separate offense, subject to daily fines, as determined by the Board of Directors
- Fines or suspensions will be processed and posted to the Owner's account following confirmation by the Board of Directors.

Violation Fine Schedule: Curable & Non-Curable Offenses

Curable Violations

Curable violations are those which may be remedied within a reasonable timeframe. Owners will receive a First Violation Notice providing time to resolve the issue. If the violation is not corrected by the deadline, a Second Notice will be issued, and the matter may be referred to the Fining Committee.

Violation Category	Examples	Correction Timeframe
Trash/Recycle Bins & Bulk Items	Containers or bulk items left outside after designated collection day	1 Day
Unapproved Property Leases	Lease not submitted to management and approved by the Board	5 Days
General Cleaning & Maintenance	Mold/mildew, weeds, faded paint, dirty/stained driveway or sidewalk	30 Days
General ARB Violations	Modifications made without post-approval or lack of submitted ARB form	30 Days
All Other Unspecified Violations	Pet disturbances (barking), pet waste (if not yet accumulated), unregistered vehicles	30 Days

 Repeat curable violations within 36 months may be classified as non-curable.

Fines may be imposed at \$100 per day, per violation, until the violation is cured, not to exceed \$1,000 in total per violation, as permitted by Florida Statute §720.305(2).

Violation Fine Schedule: Curable & Non-Curable Offenses

Non- Curable Violations

Non-curable violations are considered serious or one-time infractions that do not allow for correction after the fact. These violations may result in an immediate fine upon first offense, subject to hearing rights per Florida Statute §720.305.

Violation	Details
Failure to Pick Up and Properly Dispose of Solid Pet Waste	Must be removed immediately and disposed for appropriately
Exterior Modifications Without Prior ARB Approval	Include paint, pavers, landscaping, structural changes
Unregistered Vehicle Operating in the Community	Vehicles must be registered with management and display a barcode
Parking and Vehicle Violations	Overnight Street Parking, Parking on grass, Blocking or interfering with sidewalks, parking in wrong direction, speeding, failure to obey stop signs or traffic rules
Repeat Offenses of Curable Violations Within 36 Months	Such as leaving trash out, unmaintained mulch, or stained driveway

Fines may be imposed at \$100 per day, per violation, until the violation is cured, not to exceed \$1,000 in total per violation, as permitted by Florida Statute §720.305(2).