

## **The Pointes Manual – 2020**

### Introduction

Our full corporate name is “The Pointes at The Moorings Association, Inc.” referred to herein sometimes as “The Association,” sometimes as “The Condominium,” and sometimes as “The Pointes” or “Pointes.”

Our basic document is the Declaration of Condominium. Other documents, such as the Certificate of Incorporation, the Bylaws, the Docks Development Plan, and the Rules and Regulations were originally exhibits to the Declaration. Several of the documents have been amended from time-to-time, including the Declaration, the Bylaws, and the Rules and Regulations.

The initial content of this Manual is the 2020 text of the Rules and Regulations to acquaint all concerned with requirements and practices pertinent to the owning or occupying of a unit at The Pointes. Other content may be added later.

Nothing herein supersedes any provision of the Declaration or of the Bylaws.

Dated: April 7, 2020

**The Pointes Rules and Regulations**, Effective April 7, 2020

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Andy Sanford..... 772-234-5448 / cell: 772-794-6196

Elliott Merrill .....

772-569-9853

The Moorings Security: .....

772-231-1612

## **A. CONDOMINIUM MANAGEMENT AND ADMINISTRATION**

The Association, and its properties, are managed and operated by the Association's Board of Directors ("The Board") with the assistance of a Community Association Management Organization ("CMO") selected by the board. The current incumbent CMO is Elliott Merrill Community Management ("Elliott Merrill"). The current incumbent Elliott Merrill Community Manager assigned to The Pointes is Bob Whitehead. The Pointes "Resident Manager" is an employee of Elliott Merrill appointed by the latter subject to the Board's approval and acceptance of the appointment. The current incumbent Resident Manager is "Andy" Sanford.

Residents should refrain from interfering with or complicating the Resident Manager's work programs and schedules. Comments, questions, and requests concerning conditions at The Pointes, including landscaping, general appearance, etc. should be addressed to Elliott Merrill, c/o Bob Whitehead or to a Director, not directly to the Resident Manager. Under no circumstances should owners interfere directly with Pointes contractors or sub-contractors unless previously authorized to do so by the Board.

Any private work performed by the Resident Manager for, or on behalf of, an owner or resident should be done outside of the Resident Manager's regular work time and should be remunerated by the owner or resident. Neither the Association, nor the Resident Manager, shall have any responsibility or liability for any defects, damages, or injuries that may arise or occur in connection with any such private work.

## **B. PREMISES**

1. Each Pointes unit shall be occupied as a single-family private dwelling by the owners or their lessees, the members of their families, and their social guests and for no other purpose.
2. Owners and/or lessees are responsible for any damage to or defacing of the property, which they or their guests have caused.
3. No nuisances will be allowed on the common property or limited common property, nor any use or practice that is a source of annoyance to residents.
4. Owners and lessees are prohibited from removing, adding, and damaging vegetation in any way without the approval of the Board.

## C. UNITS

1. In order to harmonize with the building exterior, all shades, blinds, draperies, and curtains, hereafter installed, will be white or off-white when viewed from the exterior side.
2. Personal property shall not be left outside units when no one is in residence.
3. Owners and/or lessees will not cause anything to be hung, displayed, or placed on the exterior walls, doors, or lanai railings. Clothes lines or similar devices, and "For Rent" or "For Sale" signs are not allowed.
4. No radio or television antenna or antennas, or any wiring for any such purpose may be installed on the exterior of any building or condominium property; except for such inconspicuous installations as may be authorized by the Board case-by-case.
5. No sign, advertisement, notice, object, awning, screen, plastic or glass enclosure shall be exhibited, inscribed, painted or affixed by any unit owner on any part of the condominium premises visible from the exterior of the buildings or from common areas without the prior written consent of the Board to maintain uniformity of exterior appearance. As an exception to the foregoing, in the case of a "brokers' open house" simple directional signs may be used on the day of the open house to indicate the location of the subject unit.
6. All common areas inside and outside the buildings will be used for their designated purposes and no articles belonging to unit owners shall be kept therein or thereon without the prior approval of the Board. Such areas shall at all times be kept free of obstruction.
7. Loud and disturbing noises are prohibited. All radios, televisions, tape machines, stereos, singing and playing of musical instruments shall be regulated to sound levels that will not disturb others.
8. Owners of units, other than on the ground floor of the condominium, must use Board-approved sound-deadening materials in the installation of floor tiles, parquet or other hard surface floor treatments. The current Board-approved standard underlayment is "SuperSam 125" or equivalent.
9. No flammable materials or substances may be stored in any portion of the condominium property, e.g. no gasoline or other combustibles; except for contents of fuel tanks on boats and on vehicles and for emergency fuel supply not exceeding contents of two five-gallon safety

cans that meet the following specifications (29 CFR 1926.155 (1): an approved container of not more than 5 gallons capacity, having a flash arresting screen, spring closing lid and spout cover, and so designed that it will safely relieve internal pressure when subjected to fire exposure.

10. No clothes lines are permitted outside any unit. No clothes, towels, or other materials may be hung on railings or otherwise displayed outside the unit.
11. Outdoor cooking and use of grills is limited to the grills provided by the Association. No such cooking is permitted in any Pointes buildings, including fireplaces, lanais, and garages.
12. The Resident Manager shall, at all times, have a key to each unit. No unit owner shall alter any lock on any door nor install any new lock on any doors leading to his unit without the knowledge of the Resident Manager. If the lock is changed, the Resident Manager shall be provided with a key.
13. If a vehicle is to be left in a garage for more than a few days during the absence of an owner or lessee, a key to that vehicle shall be made available to the Resident Manager. The key may be left in an agreed location in the residential unit (such as on a kitchen counter).
14. In preparation for any absence that will extend to more than two (2) days, the owner or occupant should turn off the water heater circuit breaker and the main water valve to the unit.

#### **D. VEHICLES – PARKING – GARAGES**

1. Owners and lessees should park in their assigned garage space in order to leave parking space available for visitors' vehicles (including commercial, technical, medical, etc.) In order to facilitate traffic flow, cars should not be parked at garage doors, either parallel or perpendicular to the door.

Two car occupants should not leave either car in a parking space for more than a few minutes. If one car is moved out to a parking space to free up the other car, the first car should be returned as soon as possible to the garage space.

Suitable temporary exceptions to the parking rules may be allowed by the Board in cases of handicapped occupants who have a valid handicapped parking permit, and of occupants who are temporarily disabled by reason of injury or illness.

2. Commercial-type vehicles, boat trailers, house trailers, motor homes, trucks, vans, motorcycles, etc., are not to be parked on the condominium

premises, except that such vehicles as are owned by the owner or renter of a unit may be left in the garage space designated for that unit.

3. Garage doors shall be kept closed whenever possible. Garage doors left open are a security risk: burglars, marauding wildlife, etc. Garage doors may be kept open for light and air when a person is present or working in the garage, but not otherwise. For safety reasons, garage doors shall not be obstructed inside or outside.
4. The Pointes 1, Pointes 2, and Pointes 3 garage buildings are limited common elements owned by the Association. The use of a portion of garage space is assigned to each residential unit. Owners and lessees should be careful to keep their assigned garage spaces neat, clean and tidy, so as not to impose on neighbors and should refrain from exceeding their assigned space and from encumbering or altering any garage structure. However, operation, maintenance, and replacements of the garage overhead doors and their equipment are responsibilities of the respective unit owners. Owners should consider upgrading/ reinforcing their garage doors to hurricane-windstorm resistant types approved by the Board.
5. The Pointes 4 garages are included in the ownership of the respective Pointes 4 residential units.

#### **E. TRASH – GARBAGE – RECYCLING**

1. All parts of The Pointes properties shall, at all times, be kept in a clean, safe, and sanitary condition. No rubbish, refuse, trash or garbage shall be allowed to accumulate. No fire hazard shall be allowed to exist or persist.
2. Trash and garbage shall be disposed of in dumpsters provided by the Association, securely packed in plastic or other bags.
3. Recyclable materials such as paper, cardboard, glass, plastic and the like shall be deposited in the recycling bins provided by the Association. Boxes and cartons should be flattened before being so deposited.
4. Trash and dumpster rooms and chutes shall be kept clean and free of occupants' articles.
5. Any spills or loose items dropped during transport to dumpsters, chutes, and bins shall be cleaned up by the occupant who caused them.

#### **F. EMERGENCIES – SECURITY – FIRE PROCEDURES**

1. Any person who detects an emergency situation, an accident, a serious injury, or a seemingly unlawful or suspicious event should immediately call 911 and attempt to notify the Resident Manager. If time permits, also notify Moorings Security and Elliott Merrill.
2. In case of fire, follow the instructions set forth in the following section entitled "Fire Procedures."
3. In order to maintain security, doors (including lanai doors in first floor apartment units) should be kept closed and locked when no one is home. When a unit will be left vacant for a period of time, the windows should also be closed and locked.
4. Each Pointes unit should have at least one smoke detector, two is better. In addition, it is recommended that each unit have one or more small fire extinguishers. All such safety equipment should be kept in good operating condition and should be tested periodically according to the pertinent instructions.

#### FIRE PROCEDURES

1. If a fire occurs, safety of occupants is the paramount consideration. The order in which steps should be taken should depend on the severity of the situation.
2. The following steps should be taken in whatever order is feasible under the circumstances:
  - Call 911
  - Call the Resident Manager (cell: 794-6196) and Elliott Merrill (569-9853)
  - Call Moorings Security (231-1612)
  - Close windows and doors but leave them unlocked
  - Pull fire alarm in hallway
  - Depart the building using stairways – do not use the elevator
3. The Resident Manager should have been previously informed of any occupant's disability that would interfere with that occupant's ability to comply with the above steps, particularly with departure from the building.

## **G. CONSTRUCTION – RENOVATION**

1. No construction or renovation work may proceed or be performed in any unit without the prior written approval of the Board, except that in case of a disaster-type emergency affecting the integrity of the unit remedial work necessary to restore integrity may be performed as soon as possible without such approval. If feasible, any director who is available and/or Elliott Merrill should be informed and consulted about such remedial work.
2. That requirement applies particularly to noise-producing procedures, such as tile work and carpentry and to replacement of any equipment within the unit. It does not apply to routine servicing or maintenance or minor repair of such equipment or to mere decoration projects, such as painting and papering that will not cause disturbing noises or other nuisances.
3. The Board's approval is to be sought by the filing of a completed Application Form CO-2014. See Appendix 1.
4. The work is to be performed under the conditions of the Association's "*Contractor Guidelines and Requirements for Construction and Renovations at the Pointes*," Form CO-2014A. See Appendix 2. Notably, such work is limited to the period from May 1 to October 31 and to the week day hours between 8:00 AM and 5:00 PM; such work may not be performed on weekends or official holidays. Drilling holes through concrete slabs is forbidden.
5. Owners and contractors are responsible and liable for any damages caused to Association property or to other units by or during such work.

## **H. SALES/PURCHASES – RENTALS – GUESTS**

1. The sales/purchases or rentals of Pointes units, including dock slips, require the approval of the Board.
2. Rentals of residential units shall be for a minimum of thirty (30) days. No unit may be rented or occupied by renters more than twice per calendar year.
3. The rental of a Pointes residential unit by the owner thereof to a Pointes residential unit owner for the use of the latter's close relatives, may be for less than thirty (30) days, if so approved by the Board in its discretion. For the purpose of this exemption, close relatives include and are limited to the parents, grandparents, aunts, uncles, siblings, children, and grandchildren of the would-be renter. A nanny or other personal servant or attendant may be included in the visiting party.



4. The prospective purchaser or renter ("the Applicant") is to be interviewed by a member or a representative of the Board at least thirty (30) days before the intended "closing" date of the transaction.
5. Procedures and related forms required for approvals of sales/purchases and rentals of Pointes units are set forth in Appendix 1.
6. When an owner is not in residence and he wishes his lessee(s) or guest(s) to use his unit, the owner shall give the Resident Manager, in writing, the name(s) of his lessee(s) or guest(s), the length of stay in the unit, and the time of their arrival and departure. If the owner is in residence, oral notice to the Resident Manager will be sufficient.
7. Owners are responsible for informing their lessee(s) and their guest(s) of the provisions of the Declaration of Condominium, the Bylaws, and the Rules and Regulations that would apply to their conduct while at The Pointes and of the importance of their compliance herewith. Any violations by lessees or guests shall be the responsibility of the owner. The text of these Rules and Regulations should be made available to all lessees and guests.

## **I. CHILDREN**

1. There shall be no restriction as to the minimum age of children who may live in or visit the Condominium. It is well-recognized, however, that children may become a source of annoyance to adults, particularly young children. For this reason, the activities and behavior of all children, when upon the Condominium's premises, shall be regulated by an adult, including physical supervision, where necessary. The Directors, and the Resident Manager as their representative, shall at all times have the authority to reasonably require that the owner, lessee, guest, or other adult who is responsible for a particular child remove him from any common area if the child's conduct is such that they believe this action is necessary.
2. Children under the age of 12 are not permitted on the seawalls or in the pool area without adult supervision.

## **J. PETS**

1. A pet at the Pointes may not weigh more than 35 lbs; no unit may have more than two pets, meaning two dogs or two cats or one of each; no pet permission will be issued without certification by the applicant of proper registration and vaccination as required by law; applications for pet

approval must be filed by current or new residents and permission for a pet received BEFORE a pet arrives in residence at The Pointes; and these amendments shall not apply to any pet approved prior to the March 2019 annual meeting (see Pet Application Form, Appendix 3). Guests of owners may be allowed to keep their pets with them while at The Pointes, but only with the prior written approval of the Board to be sought by means of a completed Pet Application Form signed by both the unit owner and the guest. Each pet must have a complete and continuing record of all shots and other procedures required for licensing. Such records must be shown to a representative of the Association if so demanded.

2. Pets shall not be allowed to run free. They must be kept on a lead, under proper control, and walked off the condominium property. Owners and guests are required to promptly clean up any mess left on condominium property by their pets. State law prohibits pets inside the pool area.
3. The owner of any pet causing or creating a continuing nuisance or unreasonable disturbance will be given no more than two warnings of disapproval of the pet's misconduct; after warning, should the disturbance continue, the offending pet will be permanently removed from the condominium premises upon three (3) days written notice by the Board.
4. Lessees and their guests may not keep any pets at The Pointes.

## **K. POOL**

1. Unit owners and their families, guests, and authorized lessees may use the pool, but only in accordance with the rules and guidelines posted at the pool or specified herein. Guests, other than residing houseguests, must be accompanied by their hosting owner or lessee. All guests should be reminded to observe the posted pool use regulations and guidelines and to conduct themselves so as not to interfere with enjoyment of the pool area by other persons.
2. Users of the pool are to help keep the pool area clean, orderly, and safe. In particular, no bottles, glassware, or sharp instruments may be taken into the pool area, except at authorized or sponsored pool parties and they must be removed promptly after such use in the pool area.
3. No sound equipment such as a radio or disk/tape player may be used in the pool area, except with secure earphones and except at authorized or sponsored pool parties. Cellular phones or similar sound-emitting equipment should not be used in the pool area, except for brief communications in emergency situations.

4. Children under the age of 12 must be supervised by at least one capable adult while they are in the pool or pool area.
5. Appropriate swimwear must be worn by all persons who enter the pool.
6. Pool area furniture should be returned to the positions in which they were found. Persons who have raised pool umbrellas should lower and secure them before leaving.

#### **L. DOCKS – BOATS – DOCKSIDE RULES AND PROCEDURES**

1. The Pointes' docks are owned by the Association. Dock slips are limited common areas to be used in connection with the Pointes' units to which they are contractually-related. No boat may be kept at a Pointes dock without the prior written authorization thereof by the Board (see Boat Application Form, Appendix 4), except that boats already in place as of March 27, 2015 are deemed already authorized.
2. Dock slips may be purchased/sold and rented only among owners of The Pointes' units. The respective owners may allow use of their dock slips by guest boats for short periods up to a maximum of fourteen (14) days, but only with the prior written approval of the Board, for which the Board shall require that the prospective guest user provide a letter agreement to hold the Association harmless from any liability and agreeing to be responsible for any damage to Association property.
3. Boatlifts and related equipment to be installed or kept on the docks, and the maintenance and repair thereof, shall be subject to the Association's written approval. All boat lifts are required to meet applicable electric codes and to be kept in good repair. Ongoing good condition, maintenance, repairs and replacements are responsibilities of the dock slip "owner."
4. Living aboard any boat at The Pointes' docks is prohibited.
5. Compliance with The Pointes' "*Dockside Rules and Procedures*" is mandatory. Violations may be subject to penalties as authorized by The Pointes' Bylaws.

DOCKSIDE RULES AND PROCEDURES

1. Only pleasure boats with valid current registration evidence, in good condition and having their own power, sail included, shall be permitted in the docks area.
2. Owners and guests or lease applicants planning to dock a boat at The Pointes are required to so inform the Board. The boat length may not impede the passage or maneuvering of other boats.
3. Prior written approval of the Board is required for use of any slip by a boat that is not owned by the owner of the particular slip.
4. Rental to or use of dock slips by other than owners of Pointes units is prohibited.
5. Boat owners shall not store supplies, materials, or debris on docks, unless secured in an appropriate dockside locker, which meets with the written approval of the Board prior to installation. These lockers must be located on main walkways. Boat covers or covering structures may not be attached to the docks or pilings.
6. Major repairs or rebuilding of boats at docks is prohibited.
7. The use of charcoal burners, gasoline-operated vehicles, or open flame equipment at dockside is prohibited.
8. Laundering and drying of laundry on docks, finger docks, decks, or rigging is not permitted.
9. No discharge of any kind of substance is allowed in the adjacent waters. Refuse shall not be thrown overboard. Garbage shall be deposited in a container for such purposes.
10. Boats with holding tanks shall not pump out in the basin.
11. Powerboats must proceed at slow speeds and no wakes at all times outside the established Intracoastal Waterway Channel.
12. Boatlifts will not be permitted or altered unless prior written approval is obtained from the Board. In order to obtain approval, full plans and specifications must be made available and construction may not materially vary from such plans and specifications, if approved. The detail of how the proposed lift connects to the dock must be shown in detail. Assurances must be given to the Association that the proposed

design does not diminish the structural integrity of the dock, nor that it will interfere with the use of any other slip at The Pointes.

13. The use of any approved boatlift must be such that the bottom of the boat and/or its running gear may be lifted not more than two feet above mean high water, except during active hurricane seasons or official tornado or windstorm alerts.
14. Advertising signs are prohibited; as is the solicitation of business or the sale of merchandise.
15. Use discretion in operating TV, radios, and telephones so as not to create a nuisance. Generators, blowers, or other noisy machinery shall not be operated between 7:00 p.m. and 8:00 a.m., except by entering or departing boats.
16. Children under the age of 12 will not be allowed on docks unless accompanied by an adult.
17. Wildlife and Manatee awareness is encouraged.
18. The owner and any user of a boat kept at a Pointes dock shall be deemed to have agreed to hold the Association harmless in case of any damage arising from the use of The Pointes' docks. No insurance shall permit any right of subrogation by owner or user against the Association.
19. Violation of the above rules and regulations, disorder or indecorous conduct by an owner, his crew or guests that might injure a person, cause damage to or harm the reputation of the Association, shall be cause for immediate removal from the basin of the boat in question.

#### **M. IMPLEMENTATION**

These Rules and Regulations shall apply to and be binding upon all Pointes' owners and their lessees and the families and guests of the foregoing. Violations of these Rules and Regulations or of requirements or standards promulgated by the Board thereunder may be subject to penalties as authorized by The Pointes Bylaws.

The Board shall have full authority and discretion in the interpretation and implementation of these Rules and Regulations, and in connection therewith to amend and to supplement the Appendices and the Forms therein mentioned in such manner as the Board may, from time to time, deem appropriate.

## **APPENDICES**

The Pointes at The Moorings Association, Inc.  
"The Association"

**APPLICATION FOR APPROVAL BY THE ASSOCIATION TO  
PURCHASE OR TO LEASE**

to be filed c/o Elliott Merrill Community Management, attention Robert Whitehead,  
835 20<sup>th</sup> Place, Vero Beach, FL 32960, telephone 772-569-9853

Please Print Name(s): \_\_\_\_\_

Pointes Property Address: \_\_\_\_\_

Boat Slip # (if any): \_\_\_\_\_

Circle One:            PURCHASE            LEASE

The undersigned, hereinafter referred to collectively as the Applicant, request(s) The Association's approval of the Applicant's purchase or lease of the above identified condominium unit and/or boat slip and submit(s) the following required information in support of the application.

**This application must be accompanied by a COPY of the CONTRACT of SALE or LEASE and by a non refundable PROCESSING FEE of \$100 payable to The Pointes at The Moorings Association, Inc.**

Your Current Address and Phone Number:

\_\_\_\_\_

Current or Previous Business Firm, Address and Phone Number:

\_\_\_\_\_

Years at that Residence \_\_\_\_\_ to \_\_\_\_\_

Years at that Firm \_\_\_\_\_ to \_\_\_\_\_

Names + Ages of household/family Persons expected to occupy unit:

Page 2: APPLICATION FOR APPROVAL BY THE ASSOCIATION TO PURCHASE OR TO LEASE

Expected Duration of Stays by Minors: \_\_\_\_\_

Has the applicant, or any other occupant identified above, ever been convicted of, or is presently under charge or indictment for, any felony or crime? **Circle one: YES NO**  
(IF YES, be prepared to disclose the circumstances to The Association.)

Are any musical instruments expected in the unit?

Type(s): \_\_\_\_\_

Are any pets expected in the unit?

Type(s): \_\_\_\_\_ (see *Pet Application*)

Is a boat expected to be part of this application?

Type(s): \_\_\_\_\_ (see *Dock Slip/Boat Application*)

FINANCIAL REFERENCES (Applicant to Purchase ONLY)

Give firm name, contact person, address, phone, fax.

1: \_\_\_\_\_

2: \_\_\_\_\_

SOCIAL/PERSONAL REFERENCES: Give name, address, phone and fax.

1: \_\_\_\_\_

2: \_\_\_\_\_

1. The Applicant agrees to authorize the above references to respond fully to any inquiries made by, or on behalf of The Association.

2. The Applicant authorizes The Association to arrange for such investigation of the Applicant's background as The Association may deem appropriate.



Page 3: APPLICATION FOR APPROVAL BY THE ASSOCIATION TO PURCHASE OR TO LEASE

3. The Applicant agrees to meet with, and be interviewed by, The Association's representative(s) before determination of this application.

4. The Applicant agrees to be bound by whatever determination of this application is made by The Association's Board of Directors, which determination shall be final and conclusive for all purposes.

5. The Applicant further agrees to hold harmless The Association, and its directors, officers, members, and representatives from any claim or action resulting from or related to such investigation and determination and to refrain from bringing any such claim or action.

6. The Applicant understands and agrees that any approval or authorization given by The Association in response to this application will be personal to the Applicant and may not be assigned or transferred to anyone else.

I/WE THE APPLICANT, AFFIRM THAT I/WE HAVE RECEIVED CONDOMINIUM DOCUMENTS PERTINENT TO THE SUBJECT TRANSACTION, INCLUDING THE ASSOCIATION'S RULES AND REGULATIONS, AND AGREE THAT I/WE WILL COMPLY WITH THE LETTER AND SPIRIT THEREOF.

SIGNED: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

Note: The prospective purchaser or enter ("the Applicant") is to be interviewed by a member or a representative of the Board at least thirty (30) days before the intended "closing" date of the transaction.

# The Pointes at The Moorings Association

## Application to the Pointes Board of Directors for Approval of Construction and/or Renovations

*(To be submitted to Elliott Merrill Community Management, attention Bob Whitehead)*

1. Name of Unit Owner \_\_\_\_\_

2. Unit Address \_\_\_\_\_  
and current contact phone number \_\_\_\_\_

3. Complete and Detailed Description of All Work to be Performed must be **attached to this form**, together with any relevant schematics, drawings/plans, and specifications.

Brief Description of Project:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Requested Commencement Date \_\_\_\_\_

5. Estimated Completion Date \_\_\_\_\_

6. Contractor(s) Name with License Number and Amount of Contractor's Insurance

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I have read and agree to comply with the Guidelines and Requirements for Construction and Renovations at The Pointes (Form #CO-2014A).

Signed by owner: \_\_\_\_\_ Date: \_\_\_\_\_

***Approval by The Pointes Association's Board of Directors is required prior to the commencement of any construction and/or renovations.***

The Pointes at the Moorings Association Inc.  
("The Association")  
Contractor Guidelines and Requirements for  
Construction and Renovations at The Pointes

No construction or renovation project may be undertaken without the prior approval thereof by the Board of Directors of the Association ("The Board"), to be obtained by the unit owner submitting a completed application form (Pointes Form CO-2014), together with Pertinent attachments and enclosures, to The Association's designated agent, Elliott Merrill Community Management, attention of Robert Whitehead.

This document outlines the responsibility of each owner, once the Board has approved a project, to see that each contractor on the project receives a copy of these guidelines and requirements. This is important because approval of any project has the added condition that the contractor will receive this notice as full and fair warning of The Association's policies.

However, it is the responsibility of the owner to see that his or her contractor observes the following requirements and conditions. In all construction and improvement projects, the Board requires that contractors will abide by all applicable government regulations and codes. For projects requiring building permits, a copy of the permit must be displayed in a window visible from the corridor walkway. Drilling holes through concrete slabs is forbidden.

Project Timing: All Board approved projects must be started and completed between May 1 and October 31. Construction and renovation work shall not begin before 8 AM or continue after 5 PM, nor is construction permitted on Weekends or on Holidays. Non compliance may result in punitive action as authorized in Section 9 of the Association's ByLaws. These restrictions do not apply to emergency repairs, or to minor repairs and improvements that do not cause noise or inconvenience to other residents, such as repainting or wall papering.

Other Project Guidelines and Restrictions:

1. Dumpsters must be furnished by the contractor. The Pointes dumpsters are for the use of residents, not contractors. All contractor trash not disposed of in contractor supplied dumpsters is to be hauled off The Pointes Property by the contractor. Exceptions to this policy may be made only for small amounts of trash by permission of the Pointes Resident Manager. Dumpster placement on site must be approved and the location assigned by the Pointes Resident Manager, phone 234-5448, cell 794-6196.
2. Major equipment, such as a crane or other large, heavy machinery, must be approved by the Pointes Resident Manager before coming into The Pointes parking and roadway areas. Weight restrictions may apply to avoid damage to the roadway surface.
3. Contractors are not to wash paint brushes into The Pointes inside or outside drains; they are required to clean them elsewhere than on The Pointes property. It is forbidden to pour solvents or other hazardous wastes down the drains anywhere on the property, or into the Indian River Lagoon.

Contractor Guidelines and Requirements for  
Construction and Renovations at The Pointes

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4. Contractors working outside or in any garage should obtain in advance approval from the Pointes Resident Manager of where they will set up. They must clean their work area and remove outdoor equipment at the end of each work day, unless like scaffolding, it is essential for the project that it remain in place. They must also clean up corridors, walkways, stairways and landings of any of their project refuse, debris, sawdust, filings, stone cuttings, wood scraps, nails and screws or like remnants of outdoor or garage work, including footprints on walkways, at the end of each work day.
5. Contractors are reminded that needless noise is a burden for the residents. Therefore, radios brought on site by contractors should be played at low volume.
6. Contractors parking on site are asked not to block residents from their garages or their parked vehicles.
7. Bathroom facilities are available at the pool; however it is preferred that contractors use the bathroom in the unit where they are working. Pool gates are to be secured at all times for the safety of children and pets.
8. Trash, including cigarette butts, should not be thrown on the property, or into planters, or anyplace on site except trash bins.
9. Contractors must contact the Resident Manager before hauling project material on the elevators so that elevator car protective padding can be installed.

The Board of Directors of The Association reserves the right to alter and amend these Guidelines and Requirements at any time as it sees fit for the safety and well being of residents, visitors, contractors and employees, as well as for the preservation, appearance and upkeep of the property. The Board encourages any person who feels that these policies need amending to speak with or write to any member of the Board, so that their concerns and issues may be addressed.





## The Pointes

**To:** Pointes Residents  
**From:** Pointes Board of Directors  
**cc:** Andy Sanford, Bob Whitehead and Elliott Merrill Management  
**Date:** February 10, 2021  
**Re:** Pointes Rooftop Access

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### **Effective Date and Purpose**

Effective February 8, 2021, the process described below is to be followed for any access to the Pointes three rooftops. Each of the three Pointes buildings (1901, 1903 and 1905) has a rooftop access point. Rooftop access is primarily needed to service air conditioning units. We hope that having the entire Pointes community champion this process will ensure that our rooftops remain free of debris that could impact the operation/functionality of the rooftop or could damage the rooftop surfaces, landscaping or other elements of the Pointes community. Adhering to this process will help reduce our cost of maintenance and repair.

### **Rooftop Access Request**

For all access to the Pointes rooftop, a **Pointes resident** must advise the **Pointes Resident Manager** (Andy Sanford cell number: 772-794-6196) of the access requested including the following:

- Date and Time of Access to roof
- Purpose of Access
- Name and Cell number of the Pointes resident who will be responsible for the work performed
- Name, Company and Cell number of the workman who will working on the roof so contact can be established while the roof work is being performed
- Estimated time to complete the work

The access doors to the rooftops will be locked and no access will be permitted without the above information being supplied to the Pointes Resident Manager. A Pointes resident, and not a third party, must request the access.

### **Rooftop Work**

The individual performing the work at the date/time requested will need to see the Pointes Resident Manager to obtain access. The rooftop access doors will be kept locked at all times. The Pointes Resident Manager will review these procedures with the individual workman and open the rooftop access door. The workman must adhere to the following protocol when working on the roof:

- No items may be left on the roof
- All garbage and materials must be removed
- Walking/working on the roof must be done in a manner to ensure no damage is done to the rooftop or to landscaping or any element of the Pointes buildings/community
- Upon completion of the work, the Pointes Resident Manager must be contacted by the workman to personally check out the work area to ensure nothing has been left behind and no damage has been done

### **Emergency Rooftop Access**

Two year-round Pointes residents also will have keys to the rooftops and may be contacted as a back up to the Pointes Resident Manager in the event of an emergency. Please keep in mind that these residents serve in a

volunteer capacity and will try their best to ensure your emergency is addressed. Any access that can be scheduled during weekday work hours is appreciated.

### **Contact Numbers**

#### Pointes Resident Manager

- Andy Sanford (772) 794-6196

#### Year-Round Pointes Residents

- Doug Sease (772) 234-2826
- Doug Munson (772) 617-2531

### **Roles & Responsibilities**

**Pointes Residents:** Responsible for understanding and following the process laid out above and ensuring that any work performed on their behalf is done in compliance with the process. Failure to follow the process may result in the resident being responsible for the cost of work/repair to remove debris and/or fix damage.

**Contractors conducting work on the rooftop:** Responsible for adhering to the protocol for work. The Contractor/workman may not access the roof without directly contacting the Pointes Resident Manager (or backup year-round Pointes resident) even if the rooftop access door is open for other work. The workman must contact the Pointes Resident Manager once work is completed and prior to departing the Pointes so that the work area can be inspected by the Resident Manager. Failure to do so may result in the contractor/workman being denied access to the rooftop in the future.

**Pointes Board of Directors:** Responsible for ensuring Pointes residents are advised of the roof access process and any updates.

**Pointes Resident Manager:** Will keep the rooftop access doors locked at all times. Will be available during normal work hours\* to receive resident requests for rooftop access. Will meet contractors/workmen at times requested, will review the process with the contractor/worker and then be available to check out the contractor/worker at completion of the work. Will access the rooftop & work area to ensure all work-related items are removed and no damage has been done. If a problem is identified, will advise the contractor/worker and the responsible resident what needs to be addressed. If the problem is not resolved, will advise Elliott Merrill Management and the Pointes Board of the situation and details.

\*Pointes Resident Manager Work Hours are Monday – Friday: 8 am – 4:30 pm

**Elliott Merrill Management:** Responsible for providing oversight, expertise and best practices in regards to efficient rooftop access at the Pointes and for communicating to Pointes residents the process agreed upon by the Pointes Board. Ensures that the Pointes Resident Manager understands the Board-mandated roof access procedures and supervises the Manager's enforcement of the procedures. Manages situations where a contractor/workman has not followed procedures, especially those where debris is left behind or damage has been done.

Date Process Approved by Pointes Board: February 8, 2021

Process Communicated to Residents on February 10, 2021 via eblast on the portal. Process updated on

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