Rules and Regulations, Amended and Restated 2026

Adopted October 29, 2026 | Effective January 1, 2027 | Replaces the Rules approved May 15, 2018

A plain-English summary of the adopted Rules. The full text follows.

What Is Changing

The Board of Directors adopted the **Rules and Regulations, Amended and Restated 2026** on **October 29, 2026**. They take effect **January 1, 2027**, after the 60-day publication period the Bylaws require, and replace the Rules approved May 15, 2018, which stay in effect through December 31, 2026. By separate motion the Board also adopted a schedule of fines, which takes effect on the same date.

The Bylaws require the Rules to be reviewed and redistributed every five years. The 2018 Rules were past that date. Most of the text carries forward unchanged; the restatement puts it in one current document, updates it for Florida law changes since 2018, and adds a few rules for things that did not exist then. Association counsel reviewed the text before adoption.

The main changes

Enforcement follows Florida law (Section VII). Fines and suspensions now follow the procedure in Section 720.305, Florida Statutes, step by step: 14 days' written notice, a hearing before an independent committee of three owners who are not directors, officers, or employees, and no fine if the violation is cured before the hearing. Fines are capped at $100 per violation and $1,000 in total, and a fine under $1,000 cannot become a lien on your home. Repair costs for damage to Association property are billed at actual cost and are separate from fines.

Gate access credentials (Section III.D, new). Transponders, gate codes, PINs, and QR codes issued to you are for your household, your registered tenants, and your registered guests. Do not share them. An owner is responsible for misuse that results from sharing a credential or not safeguarding it. A family member or guest driving your car with its transponder is fine. If a credential is compromised, the Association may shut off that credential right away and issue a replacement; you can always enter through the staffed visitor lane at the main gate.

Golf carts and low-speed vehicles (Section II.C). Updated to current state law. Cart drivers must hold a valid driver's license. Carts and low-speed vehicles regularly driven on Association roads are registered with the Association.

Electric bikes and scooters (Section II.F, new). Class 1 and 2 e-bikes follow bicycle rules. Class 3 e-bikes stay on the road, and riders must be 16 or older, matching Collier County. Nothing powered goes faster than 15 mph on a sidewalk or path. Batteries may not be charged from Association outlets.

Drones (Section II.E). Replaced. The Association does not regulate airspace, which is federal. The rule covers taking off from or landing on Association property (written permission required), privacy under Florida's surveillance statute, and nuisance or reckless flying.

Contractors on Association property (Section III.C, new). Contractors working on or staging from Association roads and common areas must meet the Association's vendor requirements, including insurance. Work inside your home or on your lot is not covered.

Portable generators (Section VI.C.3, new). Portable generators may run during a power outage and for testing up to 30 minutes a month between 9 a.m. and 5 p.m., within the county noise ordinance. Store fuel out of view. Permanent standby generators are approved under the Design Guidelines.

Temporary signs (Section VI.A.3). One temporary sign on your own property, 14 by 22 inches or smaller, set back from the road, up for no more than 30 days at a time. Signs for an event, including an election, come down within 48 hours after it. Flags and security signs protected by state law are not affected.

Leasing (Section VI.E). The leasing section now points to the leasing rules in the Declaration, Section 7.1, instead of repeating them. The notice and application requirements are unchanged.

Keewaydin (Section IV). Updated for how the island runs today. The Kayak Club no longer exists; kayaks are Association equipment arranged through shuttle booking. Reservations, no-shows, and fees follow the Board-adopted Keewaydin policies. Pets are still not allowed on the Shuttle boat, and the 2018 seasonal ban on pets on the island property (October 15 to July 15) is dropped.

Your rights under state law (Section VIII, new). A plain list of what the Association cannot prohibit or fine under Florida and federal law, such as certain flags, hurricane protection, and items not visible from the street.

Copies and questions

The Rules and the schedule of fines are posted on the Association website, www.windstarmaster.com, and paper copies are available from the Association office. Questions go to the Association Manager, Mitch Johnson, at mitch@windstarmaster.com.

> The complete text as adopted October 29, 2026. It replaces the Rules approved May 15, 2018 in their entirety on January 1, 2027.

RULES AND REGULATIONS

Windstar on Naples Bay Master Association, Inc.

Amended and Restated 2026

Preamble

Adoption and supersession. These Rules and Regulations were adopted by the Board of Directors on **October 29, 2026** and take effect **January 1, 2027**. They supersede and replace in their entirety the Rules and Regulations approved May 15, 2018.

Authority. These Rules and Regulations ("Rules") are issued by the Board of Directors pursuant to Section 9 of the Amended and Restated Bylaws of Windstar on Naples Bay Master Association, Inc. (the "Association"), and remain in effect until amended by the Board of Directors.

Five-year review. Bylaws Section 9.2 requires the Board to review, revise, and redistribute these Rules at least once every five years. This restatement satisfies that requirement. The next review is due no later than **2031**.

Who is bound. These Rules apply to and are binding upon all owners, their families, guests, tenants, invitees, and licensees. Owners are responsible for seeing that these Rules are faithfully observed by their families, guests, tenants, invitees, and licensees.

Relationship to the other governing documents. These Rules are subordinate to the Declaration, the Articles of Incorporation, and the Bylaws. Where these Rules conflict with any of those documents, that document controls. Where these Rules conflict with Chapter 720, Florida Statutes, or other applicable law, the law controls, and the remainder of the affected Rule continues in effect to the extent it is consistent with the law. All rights and obligations of Owners, Neighborhood Associations, and Recreational Associations are more fully described in the recorded documents of the Association, especially in the Second Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Windstar on Naples Bay. It is incumbent upon each owner to be familiar with, and abide by, those documents.

Neighborhood Associations. If any rule within a Neighborhood Association is more restrictive than these Rules, the Neighborhood Association provision controls within that Neighborhood Association. Nothing in these Rules limits a Neighborhood Association's authority over its own property, and nothing in these Rules authorizes a Neighborhood Association to regulate a matter reserved to federal or state authority.

Units not within a Neighborhood Association. A small number of Units are not within any Neighborhood Association. For those Units, these Rules and the Declaration apply directly, and any matter these Rules leave to a Neighborhood Association, including the vehicle-storage disputes described in Section II.C.4, is decided by the Board of Directors.

Rights preserved by law. Section VIII identifies categories in which state or federal law limits what the Association may prohibit, fine, or suspend. No Rule is enforced contrary to Section VIII.

Waivers. Any waiver, consent, or approval given by the Board of Directors in relation to these Rules is revocable at any time and is not a waiver, consent, or approval for similar situations unless the Board of Directors gives notice in writing.

Severability. If any Rule, or any portion of a Rule, is held invalid or unenforceable, the remainder of these Rules continues in full force and effect.

Questions. Any issue arising out of these Rules should be directed to the Association Manager.

I. Upkeep of Property

A. Consistent with the Declaration, the Association has general responsibility and authority for the entire Windstar on Naples Bay property.

B. Each Owner, Neighborhood Association, and Recreational Association will keep its respective property in good order, condition, and repair and in a clean and sanitary condition in keeping with the general character of Windstar on Naples Bay.

II. Roadways and Walkways

A. Roadways

1. Windstar Boulevard, Haldeman Creek Drive, Lighthouse Lane, Starpointe Lane, Yacht Harbor Drive, and Gulfstar Drive are common Association roadways and the Association has responsibility for their upkeep and maintenance.

2. All other roadways are the responsibility of the appropriate Neighborhood or Recreational Association consistent with the requirements of the Association.

3. Motor vehicles must not exceed the 25 mph speed limit. The speed limit shall prevail over all roadways under the ownership of the Association.

4. Neighborhood and Recreational Associations within Windstar on Naples Bay may regulate speed upon their roadways, and speed shall not exceed 25 mph.

B. Pedestrians

1. Pedestrians must be afforded the absolute right of way under all circumstances and conditions.

2. Pedestrians are to use the shoulder of the road where there is no sidewalk. Sidewalks are primarily for pedestrian traffic and walkers must walk on sidewalks where available.

3. Only Club members may use the golf course paths for walking, as the golf course is for the exclusive use of Windstar Club, Inc. ("Club") members and is controlled by the rules of the Club. No access is permitted by virtue of ownership at Windstar on Naples Bay.

C. Vehicles

1. All motor vehicles operating on Association roadways shall be registered by a duly authorized State agency or duly authorized foreign agency, and make, model, year, color, and license plate shall be registered upon entry with the gatehouse.

   Low-speed vehicles ("LSVs"), meaning four-wheeled vehicles with a top speed greater than 20 mph but not greater than 25 mph, are motor vehicles under Florida law (Section 320.01(41), Florida Statutes). They must be titled, registered, and insured, and operated only by a person holding a valid driver's license (Section 316.2122, Florida Statutes). LSVs register with the gatehouse the same as automobiles.

2. **Golf carts**, meaning vehicles not capable of exceeding 20 mph (Section 320.01(22), Florida Statutes), may be operated on Association roadways under the following rules, provided the Owner has signed the Association's Waiver and Indemnification Agreement:

   - The operator must hold a **valid driver's license** and carry it while operating. *(Florida law, Section 316.212, Florida Statutes, as amended by HB 949 effective October 1, 2023, requires an operator under 18 to hold either a learner's driver license at 15 or a driver's license at 16, and requires an operator 18 or older to carry government-issued photo identification. The Association's full driver's-license requirement is intentionally stricter on Association roadways.)*

   - Drivers other than the Owner must have the Owner's written permission and a signed Waiver and Indemnification Agreement on file.

- Carts must be equipped with efficient brakes, reliable steering, safe tires, a rear-view mirror, and red reflectorized warning devices front and rear. Carts operated after sunset or before sunrise must additionally be equipped with headlights, brake lights, turn signals, and a windshield.
- Where a cart is operated on a sidewalk or shared path, its speed may not exceed **15 mph**, consistent with Section 316.212, Florida Statutes.
- **Association registration.** All golf carts and LSVs regularly operated on Association roadways shall be registered with the Association and display the Association-issued identification.
- Electric vehicles and carts may not be charged on Association common property or from Association electrical outlets, except at a charging facility the Association installs and designates for that purpose, under conditions the Board sets by resolution. (See also Section II.F.8 for battery-powered devices.)
- No cart or LSV may be used on the golf course without the express permission of the Club General Manager. Club-owned vehicles are exempt.
- Regular driving rules and etiquette apply.
- Neighborhood Associations may adopt more restrictive rules on their own roadways.

3. Parking at the Clubhouse is only allowed for Club members, use of the Keewaydin shuttle, and for official Association business meetings.

4. Commercial vehicles, watercraft (boats, jet skis, and the like), trailers, campers, recreational vehicles, four-wheel ATVs, buses or other such equipment, or inoperable vehicles of any kind, may not be stored or parked overnight upon Master Association common areas and roadways.

   If there is no controlling Neighborhood Association rule and a dispute or question arises as to what vehicles may be stored or parked upon your personal property, the issue shall be submitted in writing to the Association's Board of Directors, whose decision shall be dispositive of such dispute or question.

   Storage of such vehicles and equipment on a Unit or Lot is governed by the applicable Neighborhood Association's rules, where one exists, and by Collier County code, which restricts where recreational vehicles, boats, and similar equipment may be kept on residential property. Compliance with these Rules does not excuse noncompliance with county code. County requirements are administered and enforced by Collier County Code Enforcement, not by the Association, and the Association's decision under this Section is not a determination that on-lot storage complies with county code. Owners should confirm current requirements with Collier County.

   (Owners retain the protections of Section 720.3045, Florida Statutes, for items not visible from the frontage of the parcel, an adjacent parcel, an adjacent common area, or the community golf course. See Section VIII. That statute yields to local ordinance, so county requirements continue to apply.)

5. Vehicles shall not be parked on Association roadways in a manner that obstructs safe passage by other vehicles or that obscures safe line of vision along the roadway or adjoining properties.

6. Under no circumstance shall any vehicle be used for overnight accommodation.

D. Bicycles, In-line Skates, Scooters, Skateboards

1. These modes of transportation are allowed to use both sidewalks and roads. When using the sidewalks, riders MUST give way to pedestrians and follow the rules for pedestrian traffic. When using roads, riders MUST obey the rules for motor vehicles, including staying to the right (moving with traffic) and obeying all traffic signs.

E. Drones (Unmanned Aircraft Systems)

For purposes of this Section, a “drone” or “unmanned aircraft” means any aircraft, and its associated operating equipment, operated without a human pilot aboard, whether flown autonomously or piloted remotely. This Section regulates only the use of Association property and the conduct of persons on it. It does not regulate drone flight or the navigable airspace, which are subject to the exclusive jurisdiction of the Federal Aviation Administration (FAA).

1. **Common property (takeoff, landing, staging).** No person shall launch, take off, land, recover, ground-handle, store, or stage a drone from or on any Common Area or other property owned by the Association, and no person shall position himself or herself on such property to operate a drone, without the prior written approval of the Association. The Association may designate specific areas, hours, and conditions for any approved activity, and may condition or withhold approval. This Subsection does not restrict launch, landing, or staging on an owner’s own lot, and does not apply to law enforcement, emergency or medevac, or governmental operations.

2. **Privacy.** Consistent with Section 934.50(3)(b), Florida Statutes (the “Freedom from Unwarranted Surveillance Act”), no owner, occupant, tenant, guest, invitee, or vendor shall use a drone equipped with an imaging device to record an image of privately owned real property, or of the owner, tenant, occupant, invitee, or licensee of such property, with the intent to conduct surveillance in violation of that person’s reasonable expectation of privacy, without his or her written consent. A person is presumed to have a reasonable expectation of privacy on his or her privately owned real property if he or she is not observable by persons located at ground level in a place where they have a legal right to be, regardless of whether he or she is observable from the air with the use of a drone. This Subsection does not apply to a use permitted under Section 934.50(4), Florida Statutes, which includes, among others, aerial mapping conducted in compliance with FAA regulations, cargo delivery in compliance with FAA regulations, property appraiser assessment, electric, water, or natural gas utility operations, and communications service provider facilities work.

   Authorization by the Association does not create an exemption. A contractor, inspector, surveyor, or other vendor engaged by the Association or by an Owner is subject to this Subsection and

to Section 934.50 unless the work independently falls within a Section 934.50(4) exception. Where it does not, the vendor must obtain the written consent of the affected Owner.

3. **Nuisance, harassment, and reckless conduct.** No person shall use a drone in a manner that creates a nuisance, harasses any person, endangers persons or property, or causes property damage, whether directed at the Common Areas, any lot, or any person. The operator of a drone is solely responsible for any injury to persons or damage to property resulting from its use.

4. **Operator's federal and state obligations (informational).** Operators are advised that federal and state law govern drone operation and impose obligations independent of these Rules. Those obligations may include the recreational-flyer exception under 49 U.S.C. Section 44809 (including the TRUST safety test), certification under 14 CFR Part 107 for non-recreational operations, applicable FAA registration and marking, and Remote Identification under 14 CFR Part 89. Compliance is the operator's sole responsibility. The Association does not verify, monitor, enforce, waive, or grant exemptions from any federal or state aviation requirement. This Subsection is provided for information only and is not independently enforced by the Association.

5. **Airspace.** Nothing in this Section regulates or purports to regulate the navigable airspace, which is subject to the exclusive jurisdiction of the Federal Aviation Administration. This Section governs only the use of Association property and the conduct of persons on it.

6. **Enforcement.** A violation of Subsection 1, 2, or 3 is enforceable through the Association's ordinary remedies under Chapter 720, Florida Statutes, and Section VII of these Rules, including violation notices, fines, suspension, and injunctive relief. Conduct prohibited by Subsection 3 additionally constitutes a nuisance under these Rules and the Declaration. The Association will act under this Section only upon its representatives' direct knowledge of a violation or upon a written complaint from an affected resident. Criminal and civil remedies under Section 934.50, Florida Statutes, belong to the State and to the aggrieved person respectively, not to the Association, and this Section does not limit them.

7. **Neighborhood rules.** If any rule within a Neighborhood Association is more restrictive than these Rules, the Neighborhood Association provision controls within that Neighborhood. Nothing in this Subsection authorizes a Neighborhood Association to regulate drone flight or the navigable airspace, which remain subject to exclusive federal jurisdiction.

F. Electric Bicycles and Powered Micromobility Devices

These rules apply on Association roadways, sidewalks, paths, and common property. Neighborhood Associations may adopt their own rules, including more restrictive ones, for their own property.

1. **Classes.** Electric bicycles are defined in Section 316.003(23), Florida Statutes: **Class 1** (motor assists only while pedaling, assistance ends at 20 mph), **Class 2** (motor may propel the bicycle without pedaling, assistance ends at 20 mph), and **Class 3** (motor assists only while pedaling, assistance ends

at 28 mph). Under Section 316.20655, Florida Statutes, an electric bicycle rider has the same rights and duties as the operator of a bicycle.

2. **Class 1 and Class 2 e-bikes** are treated as bicycles under Section II.D: sidewalks and roads, yielding to pedestrians, and following the rules for vehicular traffic when on roads.

3. **Class 3 e-bikes** may be operated on Association **roadways only**, not on sidewalks or shared paths, and must follow the rules for motor vehicles, including the 25 mph speed limit.

4. **Speed and manner.** No powered device may be operated faster than the posted limit, or faster than is reasonable and prudent around pedestrians. **On any sidewalk or shared path, no device covered by this Section may exceed 15 mph.** Riders under 16 must wear helmets, as required for bicycle riders under Florida law; helmets are strongly encouraged for all riders.

5. **Minimum age.** Operators of Class 3 e-bikes on Association roadways must be at least 16. *(This matches the Collier County floor: the county's 2025 pedestrian-safety ordinance prohibits anyone under 16 from riding a Class 3 electric bicycle on county rights-of-way. Association roadways are private and the ordinance does not reach them of its own force, so the Association adopts the same standard for consistency.)*

6. **High-powered devices.** Devices with a top motor-assisted speed above 28 mph or a motor above 750 watts are not electric bicycles under Florida law and may not be operated on Association sidewalks, paths, or shared pathways. *(Collier County's 2025 ordinance bars these devices from sidewalks, bike paths, and shared pathways.)*

7. **Other powered devices** (electric scooters, electric skateboards, and similar) follow the same rules as Class 1 and Class 2 e-bikes. Unregistered gas-powered minibikes, dirt bikes, and ATVs may not be operated on Association property.

8. **Charging safety.** No e-bike, scooter, or similar lithium-battery device may be charged on Association common property or from any Association electrical outlet, except at a charging facility the Association installs and designates for that purpose, under conditions the Board sets by resolution. Association outlets serve Association operations and authorized vendors. *For in-home charging, the Association encourages manufacturer-supplied chargers, attended charging, and UL-listed equipment. This is guidance, not a Master rule; Neighborhood Associations may adopt their own requirements.*

III. Gates and Access

A. Access

1. Owners, Club Members, and registered tenants may use a transponder for access at any time.

2. The main entry gate will remain open Monday through Friday, 8:00 a.m. to 6:00 p.m., to facilitate traffic flow and increase the useful life of equipment.

3. Guests and vendors are granted access when Owners contact the guard service and register their estimated arrival and length of stay.

B. Service Vehicle Hours

1. Exterior construction is permitted only Monday through Saturday, excepting the holidays listed below, between the hours of 8:00 a.m. and 5:00 p.m. For purposes of this Section, “holidays” means New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Where a holiday falls on a Sunday, the following Monday is observed. Construction is not permitted on Sundays. Special situations will be considered by the Manager. Exceptions require prior approval by the Board of Directors.

2. Commercial deliveries are permitted at any time.

3. Commercial home repair services may be performed at any time provided they are unobtrusive to neighbors.

4. Emergency vehicle services, utilities, and towing services are permitted at any time.

C. Contractors and Vendors

1. **Scope.** This Section applies to any contractor, vendor, or service provider performing work that (a) is on Association common property, (b) stages, stores, or stockpiles equipment, materials, or debris on Association common property, or (c) obstructs or closes any portion of an Association roadway, sidewalk, or path. It does not apply to work performed wholly within a Neighborhood Association’s property or on a Unit or Lot, which remains subject to the Neighborhood Association’s requirements.

2. **Vendor access requirements.** A contractor performing work described in paragraph 1 must satisfy the Association’s vendor access requirements, including insurance coverage and certificate requirements, as adopted and amended by Board resolution from time to time. **Compliance is a condition of access to Association property.**

3. **Hours and conduct.** Work is subject to the hours in Section III.B. Contractors shall register at the gatehouse, restore any disturbed Association property to its prior condition, and remove all debris daily. Debris may not be placed in Association, Club, Marina, or Neighborhood receptacles. Contractors may use Association electrical or water service only with the Association’s authorization.

4. **Owner responsibility.** An Owner who engages a contractor is responsible for the contractor’s compliance with this Section and with these Rules.

5. **Association contracts unaffected.** Insurance requirements in an Association contract control over this Section where they are more stringent.

D. Safeguarding of Access Credentials

1. **Definition.** An "access credential" means a transponder, gate code, PIN, QR code, key card or fob, mobile-app credential, or any other device, code, or means, however implemented, that the Association issues or authorizes to permit vehicular or pedestrian access to Association property. This definition is not limited to the technologies named and includes any successor or additional means of access control the Association adopts.

2. **Owner responsibility.** An access credential issued in an Owner's name is issued for the use of that Owner, the Owner's household, registered tenants under Section VI.E, and guests properly registered under Section III.A.3. The Owner in whose name an access credential is issued is responsible for safeguarding it. A guest who has the Owner's permission to drive a vehicle in which the Owner's transponder is installed may use that transponder while driving that vehicle; the Owner remains responsible under this Section.

3. **Prohibited use.** No person may give, lend, share, disclose, or otherwise make available an access credential to any person who is not entitled to use it under paragraph 2. An Owner may be held responsible for unauthorized use of an access credential issued in the Owner's name that results from the Owner's sharing, transfer, disclosure, failure to safeguard, or other conduct or omission that permits or contributes to the misuse of the credential.

4. **Administrative deactivation.** Where the Association has a reasonable basis to believe that an access credential has been compromised or used by an unauthorized person, it may deactivate that credential immediately, without prior notice or a Section VII hearing. Deactivation under this paragraph (a) is limited to the compromised credential; (b) is an access-control security measure, not a fine or a suspension of use rights under Section VII; (c) does not affect the Owner's right of ingress and egress, and entry remains available through the staffed visitor lane at the main gate consistent with Section VII.C.5; and (d) is followed by a replacement credential once the Association is reasonably satisfied it will be properly safeguarded. Any fine or disciplinary suspension for the underlying conduct is imposed only under Section VII.

5. **Fines and suspension.** A violation of paragraph 3 is a violation of these Rules. In addition to deactivation under paragraph 4, the Board may impose a fine or suspend Common Property use rights under Section VII, following the notice-and-hearing procedure at Section VII.C. As with all fines and suspensions under these Rules, this remedy is not available until the Board has appointed the independent committee required by Section VII.C.3.

6. **Relationship to Section VI.E.2.f.** This Section is in addition to, and does not narrow, the existing rule that an Owner may not give an Owner-type transponder to a tenant (Section VI.E.2.f).

IV. Keewaydin Island, Dock, Boat and Kayak Rules

A. Facility Use

1. Keewaydin facilities are for the exclusive use of Master Association members, tenants, Non-resident Recreational Association members, and their guests as provided in the Keewaydin Operational Policies (Section IV.E).

2. No glass and no garbage is to be left behind; and no camping on Keewaydin Island or mooring overnight is allowed.

3. Chairs and umbrellas must be returned to their storage locations after use.

B. Use of Docks

1. The main dock at Windstar is for the Association Shuttle only and is not to be used for temporary mooring or drop-off or pick-up by any other vessel.

2. Fishing is not permitted from the floating dock at Windstar on Naples Bay.

3. At the Keewaydin Island dock, the outer slips are reserved exclusively for the Keewaydin Queen. Use of the dock by any other vessel is permitted only under the permit, reservation, and vessel-size requirements of the Keewaydin Operational Policies (Section IV.E). No part of any vessel may extend beyond the length of the Keewaydin dock per the Submerged Land Lease, and no vessel may be moored overnight at the dock.

C. Shuttle

1. Shuttle passengers are subject to the Captain’s orders.

2. Shuttle trips may be cancelled at any time for weather, tide, mechanical, or any other reason at the Captain’s sole discretion.

3. The Association staff is not responsible for personal belongings on the Shuttle cart, Shuttle boat, or Keewaydin Island.

4. No pets are allowed on the Shuttle boat at any time.

5. Shuttle and cruise reservations, cancellations, no-shows, fees, and guest categories are governed by the Keewaydin Operational Policies (Section IV.E).

D. Kayaks

1. **Association equipment.** The Association’s kayaks, paddles, and life vests are Association equipment available for use at Keewaydin Island. Availability is arranged through the Association’s

shuttle booking and is subject to the direction of the Captain or Association staff. Availability is not guaranteed.

2. **Waiver.** No person may use Association kayaks without a signed liability waiver on file. The waiver signed at shuttle booking satisfies this requirement.

3. **Kayak provisions of the Operational Policies.** Use of Association kayaks is further governed by the kayak provisions of the Keewaydin Operational Policies (Section IV.E), which cover daylight and weather conditions, permitted waters, vessel courtesy, and equipment handling. A violation of those provisions is a violation of these Rules.

4. Life safety vests must be worn at all times when kayaking.

5. No one may kayak under the influence of alcohol, drugs, or medications that could impair the ability to kayak safely.

6. Privately owned kayaks may not be stored on, or launched from, Association docks or facilities.

7. **Safety measures and enforcement.** Where continued use presents an immediate safety risk, as determined by the Board or, on its behalf, by the Captain or Association staff, the Association may immediately discontinue or refuse access to the affected kayak, equipment, or activity as a temporary safety measure. Any disciplinary suspension of Common Property or facility-use privileges for a violation of this Section is imposed only in accordance with Section VII and applicable law.

E. Keewaydin Operational Policies

1. **Adoption.** The Board of Directors may adopt and amend by resolution, on the recommendation of the Keewaydin Committee, operational policies for the Keewaydin Shuttle and cruises, the Keewaydin Island facilities, the island dock, and Association watercraft, including booking windows and methods, cancellation and no-show provisions, fees and permits, slip use and time limits, guest categories, and capacity limits (the “Operational Policies”).

2. **Effect.** The Operational Policies are posted on the Association website and available from the Association office. Agreement to the applicable terms at booking or permit purchase is a condition of using the service or facility. The current instrument is *Policies Regarding Keewaydin Services* (revised December 16, 2025), as amended from time to time.

3. **Relationship to these Rules.** The Operational Policies supplement these Rules and may be amended by Board resolution without amendment of these Rules. If an Operational Policy conflicts with these Rules, the Bylaws, or the Declaration, the higher document controls.

4. **Fees are not fines.** Fees and charges under the Operational Policies, including reservation fees, permit fees, no-show and cancellation charges, and towing and damage charges, are charges for services and facility use agreed at booking or permit purchase; they are not fines under Section VII.

Reservation deposits and reservation holds under the Operational Policies are conditions of making further reservations and are limited to the reservation system. Suspension of any other Common Property use right is imposed only under Section VII.

V. Windstar Lakes

A. General Rules

1. No swimming, wading, boating, canoeing, kayaking, or use of other vessels on the lakes is permitted.
2. Children under 18 MUST be accompanied by an adult when near the lakes.
3. Dumping of any kind into the Lakes is prohibited.
4. Construction of any type, for example piers or docks, is prohibited.

B. Fishing

1. Fishing is prohibited in the front three entrance lakes adjacent to Windstar Boulevard.
2. Windstar Club permits fishing only on the roadside banks of its lake at the corner of Windstar Boulevard and Haldeman Creek Drive. Fishing is prohibited in the effluent lake, which is the second lake on the left on Yacht Harbor Drive.
3. Fishing by Owners, tenants, or their guests is allowed in other lakes bordering Haldeman Creek Drive and Yacht Harbor Drive, but only from banks that abut the street. Fishing is not allowed from banks that abut golf course property.
4. Fishing in neighborhoods is subject to the rules and regulations of the Neighborhood Association.

C. Alligators

1. It is against state law to feed or harass alligators.
2. If an alligator troubles you, alert the Master Association.

D. Littoral Plantings

1. The Association has authority over all of the lakes in Windstar on Naples Bay regardless of ownership.
2. No entity other than the Association may destroy, by any means, chemical, mechanical, or other, the native littoral plants growing in the water.

VI. General

A. Signage

1. Association-approved “open house” signs are available on a first come, first served basis. They may be signed out and picked up at the Guardhouse.
2. For sale signs on private property are subject to the Neighborhood Association’s rules and regulations and are not to be placed on Association property or easements.
3. **Temporary Signs on Private Property.** An owner may display one (1) temporary sign expressing any noncommercial message, subject to the following content-neutral standards:
    - **Size:** 14 inches by 22 inches or smaller. **Height:** no more than 3 feet above the ground.
    - **Placement:** on the owner’s private property only, never in a swale, right-of-way, median, or on any common property; no portion closer than 15 feet to a paved roadway, nor closer than 5 feet to any property line (consistent with Collier County standards).
    - **Duration:** No temporary sign may remain displayed more than **30 consecutive days**, and a sign removed under this rule may not be re-displayed for at least **30 days**. A sign tied to a specific event, including an election or an open house, must be removed within 48 hours after the event concludes, or by any earlier county deadline, whichever is sooner.
    - **County permits:** Some temporary signs, including election and referendum signs, require a Collier County permit and are subject to county removal deadlines. Obtaining any required permit and complying with county requirements is the owner’s responsibility; Association approval does not substitute for county compliance. County sign rules are enforced by Collier County, not by the Association.
    - **Rights preserved:** This subsection does not limit (a) the display of flags protected by Section 720.304(2), Florida Statutes, (b) **a security-service sign displayed within 10 feet of an entrance to the residence, protected by Section 720.304, Florida Statutes**, or (c) the separate real-estate and open-house sign provisions of this Section VI.A. See Section VIII.
    - If any Neighborhood Association sign rule is more restrictive, that rule controls within that Neighborhood.
4. No other signage is allowed without the written approval of the Association.
5. Unauthorized signs will be removed.

B. Pets

1. Pets are not permitted to run free. They MUST be walked on leashes. All defecations MUST be immediately removed.

2. Feeding of feral cats is strongly discouraged; feral cats are responsible for greatly reducing the population of birds in our Audubon community.

C. Architectural and Property Issues

1. All architectural additions or changes, for example construction, additions, alterations, lot modifications, or improvements, require prior written approval by the Architectural Review Committee (ARC) or Board of Directors of the Master Association. Please refer to the Design Guidelines for a complete list of requirements.

2. Any damage to any Association buildings, gates, recreational facilities, or other common areas, property, or equipment caused by any Owner, dependent, tenant, or guest shall be repaired at the expense of the Owner.

3. **Generators.** Permanently installed standby generators and their fuel storage tanks require prior approval under the Design Guidelines. Portable generators are not subject to architectural review but may be operated only during a utility power outage, or for testing not exceeding thirty minutes in any calendar month between 9:00 a.m. and 5:00 p.m., and in all cases in compliance with the Collier County noise ordinance and the nuisance provisions of the Declaration. Fuel for a portable generator shall be stored in approved containers, out of view from the Lot's frontage, an adjacent parcel, adjacent Common Area, or the golf course.

D. Mailing Address and Contact Information

1. Each member shall be responsible for filing with the Association Office in writing, preferably on a form provided by the Association, the current and correct contact information including: mailing address to which the Owner wishes all notices and invoices of the Association be sent, phone numbers, email, and current vehicle information including license plate number, make, model, year, and color.

2. A member is deemed to have received mailings from the Association ten (10) days after they have been mailed to the address filed with the Master Association Office.

E. Leasing and Sales

1. **Governing covenant.** Leasing and sale of Units is governed by **Section 7.1 of the Declaration, as amended by the amendment recorded May 18, 2020 (Official Records Book 5764, Pages 969 through 971, Public Records of Collier County)**, which controls in all respects. Section 7.1 establishes, among other things: that Units are for residential use only; that no individual rooms may be rented, no transient tenants accommodated, and rent-sharing and subleasing are

prohibited; the definitions of “Guest” and “Lease,” including that an unwritten or unpaid temporary occupancy of more than seven days is a Lease; the minimum thirty (30) day and maximum one (1) year term; the limit of three (3) leases per Unit per calendar year; the Association’s authority to require a security deposit; the assignment of rents when an Owner is delinquent; and the Association’s remedies for tenant conduct, including action as agent of the Owner. **Owners should read Section 7.1 directly. The summary in this paragraph is for convenience only and does not modify the Declaration.**

2. **Operational requirements.** In addition to Section 7.1, the following apply:

    a. **Notice and application.** At least **twenty (20) days** before the lease term begins, the Owner shall provide the Association with a copy of the lease, the names of the lessee and each person who will reside in the Unit, the Owner’s address and telephone number, a completed lease application, the administrative fee, and any documentation the Board reasonably requests.

    b. **Neighborhood requirements.** Owners must also satisfy their Neighborhood Association’s requirements and pay any required fees and assessments before the Association approves a lease.

    c. **Documents to tenants and purchasers.** Before executing a lease or closing a sale, the Owner shall provide the prospective tenant or purchaser with the Declaration, the Bylaws, and these Rules.

    d. **Rules binding on tenants.** These Rules bind tenants. The Owner remains responsible for compliance by tenants, guests, and invitees.

    e. **Contact information.** The contact information required of Owners under Section VI.D is also required for tenants.

    f. **Transponders.** A unique transponder is issued to a registered tenant and is active through the lease expiration date. **An Owner may not give an Owner transponder to a tenant.**

    g. **Renewals** are subject to Board approval.

    h. **Rent demand.** When the Association collects rent from the tenant of a delinquent Owner, it uses the demand procedure in Section 720.3085(8), Florida Statutes, in addition to, and without waiving, its rights under Section 7.1 of the Declaration.

VII. Enforcement and Remedies

A. These Rules are enforced by the Board of Directors consistent with the Bylaws (Section 9), the Declaration (Articles 6 and 11), and Section 720.305, Florida Statutes. Where the Documents and the statute differ, the

Association follows the statute. Neighborhood Associations enforce their own rules under their own documents.

B. **Courtesy notice.** For a first or minor violation, the Manager may issue a written courtesy notice describing the violation and a reasonable period to cure. A courtesy notice is not required before formal enforcement.

C. **Fines and suspensions.** The Board may levy reasonable fines, or suspend the right to use Common Property facilities, for a violation of the Documents or these Rules by an owner, occupant, licensee, or invitee, subject to the following procedure:

1. The fine or suspension is levied at a duly noticed Board meeting and is not effective unless confirmed under paragraph 3.

2. The Association gives the owner (and, if applicable, the occupant, licensee, or invitee) **at least 14 days' written notice** of the opportunity for a hearing. The notice must describe the violation and the rule or covenant violated, state the fine amount or the use rights to be suspended, explain how the violation may be cured if it is curable, and state the date, time, and location of the hearing. **If the violation is cured in the manner described in the notice before the hearing, no fine may be imposed.**

3. The hearing is held within **90 days** after issuance of the notice, before a committee of at least **three (3) members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee.** The fine or suspension may not be imposed unless a majority of the committee approves it. **The committee's written decision is provided to the owner within 7 days after the hearing, and any fine approved is due no earlier than 30 days after that decision is delivered** (Section 720.305(2)(d) and (2)(f), Florida Statutes).

4. **Amounts.** Unless and until the Board adopts a different schedule in accordance with the Documents, fines are up to **$100 per violation**, per day for continuing violations, up to a **$1,000 aggregate cap**. **A fine of less than $1,000 may not become a lien against a parcel** (Section 720.305(2), Florida Statutes).

5. **Limits.** No suspension may prohibit an owner or tenant of a parcel from having vehicular and pedestrian ingress to and egress from the parcel, including the right to park, and no suspension may reach that portion of the common areas used to provide access or utility services to the parcel (Section 720.305(2)(a) and (3), Florida Statutes). **Deactivation of an owner's access transponder may be included in a suspension**, provided entry to the community remains available at all times through the staffed visitor lane at the main gate (staffed 24 hours a day); no suspension may leave an owner or tenant without a means of entry.

6. **Suspendable amenities.** Suspensions under this Section may include, without limitation: use of Association-owned Keewaydin Island facilities (upland areas, dock, chairs, and equipment), the Keewaydin Shuttle, use of Association kayaks and related equipment, transponder access (subject to paragraph 5), and other Common Property recreational facilities. *(The Association's authority extends to its own property and equipment. It does not extend to sovereign submerged lands or the beach below the mean high-water line.)*

7. **Delinquency.** If an owner is more than 90 days delinquent in paying any monetary obligation due to the Association, the Board may suspend the rights of the owner, and the owner's tenants, guests, and invitees, to use Common Property amenities (including those listed in paragraph 6, and transponder deactivation subject to paragraph 5) until the obligation is paid in full. **The notice and hearing requirements in paragraphs 2 and 3 do not apply to a delinquency suspension** (Section 720.305(3), Florida Statutes). The Board may also suspend the voting rights of an owner more than 90 days delinquent, in which case the suspended voting interests are excluded from the total number of voting interests for quorum and election purposes (Section 720.305(4), Florida Statutes). **Every suspension under this paragraph must be approved at a properly noticed Board meeting, and written notice of the suspension must be given to the owner and, if applicable, the tenant** (Section 720.305(5), Florida Statutes).

D. During any suspension, assessments and other charges continue to accrue and must be paid in full before reinstatement.

E. **Charges.** Charges for work undertaken on an Owner's behalf by the Association, and the cost of repairing damage under Section VI.C.2, are not fines. They are the actual cost of the work, are not subject to the limits in paragraph C.4, and are not processed through the committee in paragraph C.3.

VIII. Rights Preserved by Law

Nothing in these Rules authorizes the Association to prohibit, fine, or suspend use rights for conduct that state or federal law protects. Without limiting that principle, the Association does not enforce against the following, and any Rule is read to yield to the cited law:

1. **Flags.** Display of **up to two portable, removable flags no larger than 4 1/2 feet by 6 feet** from among the United States flag, the Florida flag, a flag of a United States military branch, the POW-MIA flag, and first-responder flags. An owner may also erect **a freestanding flagpole no more than 20 feet high** displaying one official United States flag and one additional permitted flag of equal or smaller size, subject to building codes, setbacks, and local ordinances. (Section 720.304(2), Florida Statutes.)

2. **Access ramps.** Construction of a ramp required by medical necessity, with the supporting documentation the statute requires. (Section 720.304, Florida Statutes.)

3. **Security signs.** Display of a security-service sign within **10 feet of an entrance** to the residence. (Section 720.304, Florida Statutes.) See also Section VI.A.3.

4. **Garbage receptacles.** Placement of garbage receptacles and bags at the curb or end of the driveway **within 24 hours before or after** the designated collection day. (Section 720.305(7)(a), Florida Statutes.)

5. **Holiday decorations.** No fine or suspension may be imposed for holiday decorations unless they remain in place **longer than one week after the Association provides written notice**. (Section 720.305(7)(b), Florida Statutes.)

6. **Items not visible from the frontage.** Installing, displaying, or storing **any** item on a parcel that is **not visible from the parcel's frontage, an adjacent parcel, an adjacent common area, or the community golf course**, including but not limited to **artificial turf, boats, flags, vegetable gardens, clotheslines, and recreational vehicles**. This protection yields to general law and to local ordinance, so Collier County requirements continue to apply. (Section 720.3045, Florida Statutes.)

7. **Solar collectors, clotheslines, and other renewable-energy devices.** The Association may determine only the specific location of roof-mounted solar collectors within an orientation to the south or within 45 degrees east or west of due south, and only where that determination does not impair their effective operation. (Section 163.04, Florida Statutes.)

8. **Florida-friendly landscaping.** (Section 373.185(3)(b), Florida Statutes.)

9. **Satellite dishes one meter or less** and comparable antennas, per the FCC's Over-the-Air Reception Devices rule.

10. **Hurricane and windstorm protection** conforming to specifications adopted by the Board or its architectural committee, including code-recognized roof systems, storm shutters, impact-resistant windows and doors, polycarbonate panels, reinforced garage doors, and exterior fixed generators. (Section 720.3035(6)(b) and (6)(c), Florida Statutes.)

11. **Personal and work vehicles in a driveway.** Parking a personal vehicle, **including a pickup truck**, in the owner's driveway or any other area where the owner or the owner's tenant, guest, or invitee has a right to park; and parking a **work vehicle that is not a commercial motor vehicle** in the owner's driveway, **regardless of any official insignia or visible designation**. (Section 720.3075(3)(d), Florida Statutes.)

This Section is a summary for the convenience of owners and staff. It is not a complete statement of owner rights, it does not create rights beyond those the law provides, and where it differs from the cited law, the law controls. Neighborhood Associations are subject to the same limits under their own documents.

> Adopted by separate motion on October 29, 2026, as Board policy under Section VII.C.4. Takes effect with the Rules.

Schedule of Fines

Adopted by the Board on October 29, 2026, by separate motion, as a policy under Section VII.C.4 of the Rules. It takes effect with the Rules on January 1, 2027. The Board may revise amounts later without reopening the Rules.

How a fine is imposed

Every fine follows the procedure in Section VII.C and Section 720.305(2), Florida Statutes: the Board levies it at a noticed meeting; the owner receives at least 14 days' written notice of a hearing; an independent committee of three owners who are not directors, officers, or employees hears it within 90 days; and a majority of that committee must approve it. **If the violation is cured as described in the notice before the hearing, no fine is imposed.**

Limits set by state law

Limit	Amount
Maximum per violation	$100
Continuing violation	may be fined per day
Maximum in total	$1,000
Lien	a fine under $1,000 cannot become a lien on a home

No fine is imposed for anything state or federal law protects. See Section VIII of the Rules.

Repair or cleanup of damage to Association property is billed at actual cost as a Charge. Charges are not fines and are not subject to these limits.

Tier 1: Safety

$100, first offense. No courtesy notice is required, because these put people at risk.

Conduct	Rule
Exceeding the 25 mph limit on Association roads	II.A.3
Failing to yield to a pedestrian	II.B.1
Driving a golf cart or LSV without a valid driver's license	II.C.2
Driving a cart after dark without required lights	II.C.2
Class 3 e-bike on a sidewalk or shared path	II.F.3
Kayaking without a life vest, or while impaired	IV.D.4, IV.D.5
Kayaking in unsafe conditions, or taking an Association kayak into the Gulf	Keewaydin policies, through IV.D.3
Child under 18 unaccompanied near the lakes	V.A.2
Feeding or harassing alligators	V.C.1
Parking that blocks safe passage or sight lines (per day)	II.C.5
Drone use causing injury, harassment, or a privacy intrusion	II.E

Tier 2: Common property and community impact

$50 first offense, $100 for a repeat within 12 months. A courtesy notice comes first when the violation can be cured and no notice has been sent for the same conduct in the past 12 months.

Conduct	Rule
Pet off leash on common property, or waste not picked up	VI.B.1
Pet on the Shuttle boat	IV.C.4
Glass or trash left on Keewaydin; camping; overnight mooring	IV.A.2
Chairs or umbrellas not returned	IV.A.3
Misuse of the Windstar dock; fishing from the floating dock	IV.B.1, IV.B.2
Fishing in a closed lake or from a golf-course bank	V.B.1 to V.B.3

Conduct	Rule
Dumping into a lake, or destroying littoral plants (per day)	V.A.3, V.D.2
Boat, trailer, RV, ATV, or similar parked overnight on common areas (per day)	II.C.4
Vehicle used for overnight accommodation	II.C.6
Clubhouse parking for a purpose not allowed	II.C.3
Sign on common property, a swale, or a right-of-way (per day)	VI.A.3
Temporary sign up longer than allowed (per day)	VI.A.3
Unauthorized sign not removed after notice (per day)	VI.A.4, VI.A.5
Exterior construction outside permitted hours or days	III.B.1
Charging a vehicle, cart, or battery device from Association outlets	II.C.2, II.F.8
Owner transponder given to a tenant	VI.E.2.f
Access credential shared, disclosed, or not safeguarded, leading to use by someone not entitled to it	III.D.3
Tenant violation not cured after the Association's demand	VI.E.1, VI.E.2.d

Tier 3: Administrative and registration

$50 if not cured, $100 for a repeat within 12 months. A courtesy notice with a cure period always comes first.

Conduct	Rule
Vehicle not registered with the gatehouse	II.C.1
Golf cart or LSV not registered, or not displaying identification	II.C.2
Cart driven without a signed waiver on file	II.C.2
Contact information not filed or not current	VI.D.1

Conduct	Rule
Lease documents not provided 20 days before the lease starts	VI.E.2.a
Lease term or frequency limits exceeded	VI.E.1
Starting or keeping an architectural improvement that requires Master Association approval without that approval	VI.C.1