



RULES AND REGULATIONS

May 15th, 2018

These Rules and Regulations (“Rules”) are issued pursuant to Section 9 of the Amended and Restated Bylaws of Windstar on Naples Bay Master Association, Inc. (“Association”). They shall remain in effect until amended by the Board of Directors of the Association. The Rules apply to and are binding upon all owners, their families, guests, tenants, invitees and licensees. Owners have the responsibility to see that all Rules and Regulations are faithfully observed by their families, guests, tenants, invitees and licensees. Any waivers, consents, or approvals given by the Board of Directors in relation to the Rules are revocable at any time and are not a waiver, consent, or approval for similar situations unless notified in writing by the Board of Directors. Any issues arising out of these Rules should be directed to the Association Manager.

If any rule within a Neighborhood Association is more restrictive than these Rules, then the Neighborhood Association provision will control within that Neighborhood Association. All rights and obligations of Owners, Neighborhood 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 said documents.

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.

RULES AND REGULATIONS

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 & license plate shall be registered upon entry, with the gatehouse.
2. Unregistered motor vehicles such as golf carts may be used by Owners under the following rules provided that the Owner has signed the Association's Waiver and Indemnification Agreement.
 - The driver must have written permission of the Owner and must have a valid driver's license.
 - Drivers other than the Owner must also have signed the Association's Waiver and Indemnification Agreement.
 - The vehicles must be equipped with headlights, brake lights, turn signals, rear view mirror and a windshield, if it is operated after sunset or before sunrise.
 - Electric vehicles may not be charged on Association common areas.
 - Regular driving rules and etiquette apply.
 - No unregistered vehicle is to be used on the golf course without the express permission of the Club General Manager.
 - Club owned vehicles are specifically exempted.
3. Parking at the Clubhouse is only allowed for Club members, use of the Keewaydin shuttle, and for official Association business meetings.

RULES AND REGULATIONS

4. Commercial vehicles, watercraft (boats, jet skis, etc.), trailers, campers, recreational vehicles, four wheeler ATV's, 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.

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 (i.e. powered, unmanned aerial vehicles that use aerodynamic forces to provide vehicle lift, and fly autonomously or be piloted remotely) are not permitted to be flown anywhere in the Windstar on Naples Bay community unless it is:

1. Registered with the FAA, FAA rules appear on the FAA website, www.faa.gov and Public Law 112-95, Section 336 and Title 14 of the Code of Federal Regulation (14 CFR) Part 107 as required,
2. Operated by an individual licensed by the FAA, as required,
3. Is only used in accordance with the FAA and other applicable governmental requirements,
4. Is flown within the community in a manner not to interfere with an owner's reasonable expectation of privacy,
5. Is not used in any fashion to spy or otherwise used to peer or take pictures into the residence of an Owner's property,
6. Is not used to harass any person with respect to private property or the association's common property, and
7. Used in a manner not to cause injury to person or property. The operator of a drone shall be solely responsible for any injury to persons or property which results from use of the drone. A person's failure to comply with the terms and provisions of this section shall constitute a nuisance under these rules or the Declaration and a violation thereof. The Association is not a guarantor or protector of an individual's right to privacy with respect to drones that are flown within the community, and the Association shall only undertake actions under this Section upon Association representatives direct evidence and knowledge of a violation or following a written claim from an offended resident.

RULES AND REGULATIONS

III. Gates and Access

A. Access

1. Owners, Club Members, and registered tenants may use a transponder for access at any time.
2. Main entry gate will remain open Monday through Friday 8:00 a.m. to 6:00 p.m. to facilitate traffic flow and increase 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 on Monday through Saturday (excepting holidays) between the hours of 8:00 a.m. and 5:00 p.m. Special situations will be considered by the Manager. Exceptions will 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.

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 guests accompanied by an Owner.
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 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. No part of any boat may extend beyond the length of the Keewaydin dock per the Submerged Land Lease, and no boat may be moored overnight at the dock.

RULES AND REGULATIONS

C. Shuttle

1. Shuttle passengers are subject to 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 or on the island property from October 15th to July 15th.

D. Kayak Rules

1. All users shall sign the liability waiver
2. Kayaks are to be used in daytime only.
3. Life safety vests must be worn at all times when kayaking.
4. No one is to kayak under the influence of alcohol, drugs or medications that could impair your ability to kayak safely.
5. Windstar Kayak Club (WKC) members are not to allow non-members to use any WKC equipment, and are not to share our lock code or key with non-members.
6. No privately owned kayaks can be stored or launched from the Windstar dock.
7. Kayaks are not to be used when small craft advisories are in effect, in low visibility or when thunderstorms are forecasted. It is the WKC members' responsibility to check weather forecasts before heading out.
8. Kayaks are expected to yield to all other boats on the harbor.
 - i. Do not assume they can see you
 - ii. Large boats are not maneuverable. It may be impossible for them to avoid you. So it may be imperative that you get out of their way.
9. Kayaks, paddles, or life vest may not be removed from the docking station for any purpose other than kayaking directly in the adjacent waters. Transporting kayaks to other locations is strictly prohibited.
10. Membership names must be referenced when making a reservation. Reservations are for either AM or PM up to 30 days in advance.
11. WKC members are allowed 6 guest passes per year. More are available for purchase at \$10/each on request. Guests MUST also sign a waiver prior to reservation.
12. WKC members must stay at least 100 feet away from the Keewaydin Queen while it is departing or arriving.
13. The above rules are to be followed without exception! WKC members in violation of any of these rules will forfeit their WKC membership privileges and dues.
14. Avoid transporting kayaks while shuttle boat passengers are transiting the dock.
15. Return to storage area and lock kayak transport carts unless all kayaks are launched.

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.

RULES AND REGULATIONS

4. Construction of any type. e.g., 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 the 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. Political Signage

The Master Association recognizes that the property owner has a right for a reasonable display of their political stance but it is the Board's intention to adhere to the following guidelines.

If any signage rule within a Neighborhood Association is more restrictive than this guideline, then the Neighborhood Association provision will control within that Neighborhood Association.

All signs must be located on private property by the property owner. They cannot be located in the swale, right-of-way or on any common property or median.

RULES AND REGULATIONS

Quantity: One sign per Unit

Size: 14 inches by 22 inches or smaller

Maximum Height: 3 feet above the ground.

Setback: May be placed on private property provided that no portion of the sign shall be closer than 15 feet to a paved roadway.

Duration: Up to 30 days prior to an election or vote. Signs shall be removed within 48 hours after termination of candidacy due to withdrawal, elimination, or election to the office or after approval or rejection of the issue has occurred.

Content: Lets keep the peace. If you feel a need to place a sign, please simply promote your party/issue and not be derogatory toward another's.

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/Property Issues

1. All architectural additions or changes, e.g. 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 ARC 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.

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/Sales

Permitted Uses. Except as otherwise provided in the Association Documents, no Unit shall be used for other than residential purposes, in accordance with the purposes for which such unit is zoned and designed and which are permissible under local zoning ordinances. The Property shall be occupied and used in compliance with the Rules and

RULES AND REGULATIONS

Regulations of the Association, as well as the rules and regulations established by any other association to the extent that such rules and regulations are not in conflict with the Association Documents or the Rules and Regulations of the Association.

Subject to the terms of this Section, an entire Unit may be leased to a lessee from time to time by an Owner provided that each of the following conditions are satisfied. No individual rooms may be rented and no transient tenants may be accommodated. "Rent-sharing" and subleasing are prohibited.

1. Definitions.

For purposes of this section "Guest" means a person who is physically present in, or occupies a Unit on a temporary basis in the presence of the owner without the payment of consideration, or in the absence of, but at the invitation of the Owner or other legally permitted occupant, without the payment of consideration for seven (7) days or less.

For purposes of this section. "lease" means:

- the grant by an Owner of a temporary right to occupy the Owner's Unit for valuable consideration for any length of time; or,
- the grant by an Owner of a temporary right to occupy the Owner's Unit in the absence of the Owner for NO valuable consideration IF the temporary occupancy is greater than seven (7) days.

Such grants of temporary occupancy rights shall be deemed Leases whether they are granted verbally or in writing, express or implied.

2. **Term and Frequency of Leasing.** A lease or rental agreement for consideration must be in writing and in conformance with the form of lease provided by the Association. Any lease or rental agreement must be for a term not less than thirty (30) days or one (1) calendar month, nor more than one (1) year. and the Unit subject to the lease must not have been leased more than three (3) times during the calendar year.
3. **Regulation by the Master Association.** All written lease or rental agreements must contain the following provisions and all unwritten temporary occupancy leases shall be subject to the following provisions: that the lease or rental is subject to the governing documents, that any violation of any of the foregoing shall be a default under the lease or rental agreement, and that lessee has received, been advised of, and agrees to be bound by the provisions, now or hereafter set forth in the governing documents; and
4. **Notice by the Owner,** At least twenty (20) days before commencement of the lease term or rental agreement, the Owner shall provide the Association with a copy of the lease, if applicable, the names of the lessees and each person who will reside upon the Unit and the address and telephone number of the Owner. The Owner shall further provide a lease application, administrative fee and documentation and information as reasonably requested by the Board of Directors.
5. **Security Deposit.** The Board of Directors shall have the authority, in connection with a lease or renewal or extension thereof, to require that a prospective lessee or Owner place a security deposit in an amount not to exceed the equivalent of one month's rent

RULES AND REGULATIONS

into an escrow account maintained by the Association to protect against damage to the Common Areas or Association Property. Payment of interest, claims against the deposit, refunds, and disputes under this paragraph shall be handled in the same fashion as provided in Part II of Chapter 83 of the Florida Statutes.

6. Attachment of Rental Income When Unit is Delinquent. Each Owner, by acceptance of title to a Unit, hereby assigns first to the Neighborhood Associations, and then to the Master Association, the right to collect rent from any Lessee in the event such Owner becomes delinquent in paying his or her assessments or other charges to the Neighborhood Associations and/or Master Association and the Owner hereby expressly grants consent to the Neighborhood Associations and the Master Association to contact the Lessee regarding such matters. Any such rent payments received by the Neighborhood Associations and Master Association and accepted shall be applied first to any interest accrued, then to any administrative late fees accrued, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessments. Once the Owner's account with the Neighborhood Association is brought current, and then once the Owner's account with the Master Association is brought current, then the Master Association shall authorize redirection of future rent from the Lessee back to the Owner.
7. Tenant Conduct; Remedies. An Owner that leases or rents a Unit shall keep the Association informed at all times of the Owner's address and telephone number. Any lease or rental agreement shall be subject to the governing documents, and any breach thereof shall constitute a default under the lease or rental agreement, regardless of whether it so provides in the lease or rental agreement. If any lessee breaches any restriction or other term contained in the Declaration or Rules and Regulations, the Owner, upon demand by the Association, immediately shall take such actions as may be necessary to correct the breach including, if necessary, eviction of the lessee. If the Owner fails to bring the conduct of the Lessee into compliance with the governing documents in a manner deemed acceptable by the Association, the Association shall have the authority to act as agent of the Owner to undertake whatever action may be necessary to abate the lessee's noncompliance with the governing documents (or the other noncompliance of other occupants, Guests or invitees), including without limitation the right to institute an action for eviction against the Tenant in the name of the Association in its own right, or as agent of the Owner. Notwithstanding the foregoing, the Association shall have all rights and remedies provided for in the governing documents against lessees and Owners for violations of the governing documents and the Association may initiate legal action to have the lessee and occupants removed from the Unit and the Property. The cost and expense incurred by the Association for any such legal action shall be a Charge against the Owner, payment of which shall be secured by the Association's continuing lien and security interest in the Owner's Unit.
8. Leases may be renewed, subject to Board approval.
9. Each owner is required to provide copies of the Windstar Second Amended and Restated Declaration of Covenants, Conditions and Restrictions; The Windstar By-Laws; and these Rules and Regulations to prospective tenants and purchasers before execution of a lease or completion of closing on the sale of a Unit.

The foregoing provisions of this section E, paragraphs 1-9, shall become effective July 1, 2019.

RULES AND REGULATIONS

10. Owners must conform to all requirements of the Association in addition to those of their Neighborhood Association and pay any required fees and assessments prior to obtaining lease approval by the Association.
11. These Rules are binding on tenants; therefore, Owners must provide a copy of these Rules to all tenants.
12. The same contact information required of Owners must be provided to the Association for tenants.
13. A unique transponder will be issued to registered tenants and activated through the expiration date of the lease. Owners may not give their transponders to their tenants.

VII. Enforcement and Remedies

The responsibilities and authority of the Board of Directors with regard to enforcement of these Rules, and the rights and liabilities of Owners in the event of a violation, is more fully described in the Bylaws (particularly Section 9) and the Declaration (Articles 6 & 11).

Violation of the Rules of the Association by an Owner, their families, guests, tenants, invitees and licensees may, at the discretion of the Board of Directors, result in a private letter of reprimand, or in the application of a fine, or suspension or revocation of an Owner's right of access to Common Property (e.g., access transponder, use of Keewaydin Shuttle, use of Keewaydin Island), or charges for work undertaken on the Owner's behalf by the Association.

During the restriction or suspension, dues and other charges continue to accrue and must be paid in full prior to reinstatement, in order to be an owner in good standing.