

## **RULES AND REGULATIONS OF REGATTA LANDING CONDOMINIUM ASSOCIATION, INC.**

Pursuant to the powers vested in the Board of Directors of Regatta Landing Condominium Association, Inc., the following rules and regulations of Regatta Landing Condominium Association, Inc. have been adopted at the first meeting of the Board of Directors. All initially capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Declaration of Condominium for Regatta Landing, a Condominium (the "Declaration").

**Section 1. Enforcement.** Every Owner and occupant shall comply with the Rules and Regulations set forth herein, all rules and regulations which from time to time may be adopted by the Board of Directors of the Association and the Rules Committee, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association, as amended from time to time. All violations of these Rules and Regulations shall be reported immediately to a member of the Board of Directors, an Association officer and/or the management agent. Disagreements concerning violations, including, without limitation, disagreements regarding the proper interpretation and effect of these Rules and Regulations, shall be presented to and determined by the Board of Directors of the Association and the Rules Committee, whose interpretation of these Rules and Regulations and/or whose remedial action shall be dispositive. If any person, firm or entity subject to these Rules and Regulations fails to abide by them, as they are interpreted by the Board of Directors of the Association, they shall be liable to be fined by the Association to the extent set forth in the Declaration.

**Section 2. Children.** Children shall not play on or about the Common Elements of the Condominium in an unruly manner. Parents and/or Unit Owners will be responsible for ensuring that their children are properly supervised while using Common Elements and any such use shall be at the sole and exclusive risk of the user.

**Section 3. Use and Maintenance of Units.** Units are limited to residential single-family use. A Unit owned by an individual, corporation, partnership, trust or other fiduciary may only be occupied by the following persons, and such persons' families and guests: (i) the individual Unit Owner, (ii) an officer, director, stockholder or employee of such corporation, (iii) a partner or employee of such partnership, (iv) the fiduciary or beneficiary of such fiduciary, or (v) permitted occupants under a lease of the Unit complying with Section 10, below. In any case where the Unit Owner is not an individual, the person(s) to occupy the Unit must be registered by the Unit Owner with the Condominium Association prior to occupancy. Occupants of an approved leased Unit must be the following persons, and such persons' families and guests: (i) an individual lessee, (ii) an officer, director, stockholder or employee of a corporate lessee, (iii) a partner or employee of a partnership lessee, or (iv) a fiduciary or beneficiary of a fiduciary lessee. Units may not be used for business use or for any commercial use whatsoever except for a home office with no business traffic. Each Owner shall maintain, repair and replace, at such Unit Owner's expense, all portions of his Unit, including, but not limited to, the air conditioning equipment, electrical and plumbing fixtures, cabinets, carpets, other floor coverings, front doors, sliding doors, windows, equipment and appliances located therein or exclusively serving the same, in such a way as to not disturb any other Unit Owners. Owners will also keep all brick pavers installed at their Unit (or any Limited Common Elements associated therewith) clear of weeds. Each Owner will also maintain and keep any patio, courtyard, terrace, back yard, front yard, entryway and/or covered entryway to his Unit in an orderly condition and repair or replace any damaged screens and shutters.

**Section 4. Use of the Common Elements.** The Common Elements of the Condominium are for the exclusive use of members of the Condominium Association and their immediate families, lessees and guests accompanied by a member, and no other person shall be permitted to use the Common Elements of the Condominium unless always accompanied by a member or a member of his immediate family, without the

prior written consent or the authorization of the Condominium Association. The Common Elements and Limited Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Units. Unit Owners shall be held responsible for, and shall bear any expense of, such damage caused by said Unit Owner, his family, guests, lessees and/or invitees.

**Section 5. Pool Common Area, Pool and Hot Tub.** The pool common areas, pool and hot tub are for the use of the Owners, guests and lessees. Pool hours are from 8am – 10pm daily. No glass of any kind is permitted on the pool deck or in the food preparation areas. In addition, there is no smoking within the pool area. Children under the age of 16 must be always supervised, and children in diapers and incontinent adults must wear waterproof apparel. No speakers for music are to be used at the pool without personal headphones, and no televisions are allowed at the pool. The pool area cannot be reserved for private pool parties or events.

**Section 6. No Nuisance or Noise.** No nuisances shall be allowed upon the Condominium Property nor any use or practice which is the source of annoyance to residents, or which interferes with the peaceful possession and proper use of the Condominium Property by residents. All parts of the Condominium Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate nor shall any fire hazard nor poisonous, hazardous or toxic substances be allowed to exist. No Owner shall make or permit any disturbing noises in the building to be made by himself or his family, agents, visitors and licensees, or permit any conduct by such persons that will interfere with the rights, comforts, or conveniences of other Owners. No Owner shall play or permit to be played any musical instrument, or operate or permit to be operated a phonograph, television, radio or sound amplifier in his Unit, in such a manner as to disturb or annoy other residents. No Owner shall conduct, or permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents. No radio or television installation may be permitted in any Unit, which interferes with the television or radio reception of another Unit. The Owners shall not operate or permit to be operated any musical instrument, phonograph, television, radio or sound amplifier in any manner that is reasonably likely to disturb others between the hours of 11:00 p.m. and 8:00 a.m.

**Section 7. Guest Occupancy with Owner not in Residence.** All owners intending to allow guests, including family members, to occupy their unit in the owner's absence must complete a Guest Registration form and email it to the Property Management company one week prior to the guest occupancy.

**Section 8. Gate Entry.** The Master Association has implemented a process for the creation of temporary or permanent visitor and service person gate passes. See Attached Addendum A for the current policy which may be changed by the Master Association from time to time. Owners are strictly prohibited from giving permanent visitor gate passes to any individual living within the Windstar Community who does not reside within Regatta Landing. This process is to ensure not only a lower flow of unnecessary traffic through Regatta Landing but is also to ensure compliance with a legal requirement imposed by Collier County as a condition to the development of Regatta Landing, i.e. to limit traffic on Lakeview Avenue to Regatta Landing residents and guests only. The preferred access method for Regatta Landing residents having guests from outside of Regatta Landing, whether they reside in Windstar or outside of the Windstar community, is to use the intercom "buzz in" system at each of the gates rather than to give out gate codes.

**Section 9. Leasing.** (a) No portion of a Unit (other than an entire Unit) may be rented. No rooms may be rented, and no transient tenants may be accommodated. No Unit may be subject to more than two (2) leases in any twelve (12) month period, regardless of the lease term. No lease term shall be less than thirty (30) days. Tenants may not sublease a Unit.

(b) The current process for Lease Approval is outlined in Addendum B attached hereto. The Lease Approval form and process may be found in the Documents section of the Property Management company's website. An Owner intending to make a bona fide lease or renewal of a lease of a Unit shall submit a lease application

in writing to the Property Management company of the Condominium Association at least 30 days prior to the start of the proposed lease and must be accompanied by a check for fees payable to the Property Management company for processing. The Property Manager will acknowledge receipt of the application, perform the background and credit checks and will notify the Board of the Association. Once approved, the Property Manager will notify the Owner. The Association may deny permission to lease a unit or renew the lease of a unit on any reasonable grounds. Owners must also comply with the rules of the Windstar Master Association with respect to leasing and provide the Board with evidence of compliance therewith. The Windstar Master Association Lease Application Form and the process for submitting a lease for approval may be found on the Master Association website [Windstar Master Website Link](#) under “Documents and Forms.”

(c) All leases shall include the language in Addendum B attached hereto which provides in addition to other items, that the Condominium Association shall have the right to immediately terminate the lease and evict the tenant upon default by the tenant in observing any of the provisions of the Declaration, the Articles of Incorporation and Bylaws of the Condominium Association, applicable rules and regulations, or other applicable provisions of any agreement, document or instrument governing the Condominium.

(d) The Unit Owner shall create a temporary gate pass for the tenant which shall expire on the day after the expiration of the Lease and shall notify Windstar’s front gate of the unit number, the lessee’s names, and the dates of occupancy.

(e) The Owner and the tenant will be jointly and severally liable to the Condominium Association for any amount required by the Condominium Association to affect such repairs, to defend and pay any claim for injury or damage to property caused by the negligence of the tenant, and the costs associated with evicting the tenant. An Owner who violates this Section 9 will be subject to a \$1000.00 fine per violation.

#### **Section 10. Vehicles and Parking.**

(a) PARKING ON THE STREET AND SIDEWALKS IS PROHIBITED EXCEPT FOR SPECIFIC EXCEPTIONS BELOW.

(b) Parking areas are solely for noncommercial automobiles with a current passenger registration. All vehicles must be parked in a proper parking space or other permissible area to include driveways, and no vehicle shall be parked to impede ingress to or egress from other parking spaces, drives, roads, or building entryways.

(c) parking on sidewalks is ALWAYS strictly prohibited.

(d) Parking next to the grassy areas at the end of Breakwater Way next to Building 10 and the grassy area at the end of Windward Court is also strictly prohibited. These are designated fire truck turnarounds by the County and must always stay accessible.

(e) It is the Owner’s responsibility to ensure that any maintenance or service vehicles are parked appropriately and are not impeding the regular flow of traffic.

(f) Parking shall be permitted on one side of the street only for larger gatherings such as parties, during the time of the gathering only. Overnight and long-term guests should park in visitor spaces.

(g) Unauthorized parking shall be grounds for removal of the vehicle by the Condominium Association at the expense of the vehicle owner and/or operator. No vehicle which cannot operate on its own power shall be permitted to remain on the Condominium Property for more than twenty-four (24) hours. No boat, boat trailer, commercial vehicles, work trucks, campers, mobile homes, motorhomes, house trailers, or trailers

of every other description, recreational vehicles, boats or boat trailers or vans shall be permitted to be parked or to be stored at any place on the Condominium Property, except as the Board may permit.

- (h) Any prohibition of parking contained herein OTHER THAN THE PROHIBITION AGAINST PARKING ON ANY PART OF THE SIDEWALKS AND IN FRONT OF THE FIRE TRUCK TURNAROUNDS shall not apply to temporary parking of work trucks and commercial vehicles, such as for pick-up, delivery and other temporary commercial services, nor to any of the Condominium Association's vehicles. Pick-up trucks and SUVs shall be allowed so long as they are personal vehicles with no signs on them. No repairs on vehicles may be performed on the Condominium Property.

**Section 11. Exterior Antennae.** No exterior antennas, satellite dishes or similar equipment shall be permitted on the Condominium Property. Any antenna, satellite dish or similar equipment less than one meter (39.37") in size may be installed wholly within the Unit (specifically excluding the lanai areas) without the consent of the Condominium Association; subject, however, to compliance with reasonable rules of the Condominium Association with respect to safety and/or location. Nothing contained herein is intended, nor will be construed, to create any restriction which is not permissible under applicable Federal Communication Commission regulations.

**Section 12. Pets.** Except for total of two (2) pets for each Unit, which pets may be either cats or dogs, and with each pet weighing less than sixty (60) pounds, no animals of any kind shall be kept in a Unit or allowed upon the Condominium Property except by prior written consent of the Board of Directors of the Condominium Association (except a small caged bird or tropical fish in a small fish tank which will not require the consent of the Condominium Association). Any consent shall apply only to that certain pet which is described in such written consent and shall automatically expire upon the death or other disposition of the pet. Moreover, any such written consent granted by the Board of Directors may be revoked by the Board of Directors after a showing of good and sufficient cause. Owners maintaining pets on the Condominium Property, or whose guests, lessees or invitees bring any animal upon the Condominium Property, shall be responsible for, and bear the expense of, any damage to persons or property resulting therefrom. Owners shall not allow their pets to create a nuisance or disruptive noise. Pets shall not be permitted on the Common Elements except for the Fire Truck Turnaround grassy areas and may only be walked in such other areas as are designated for such purpose by the Board of Directors. Pets may not be walked in areas behind or between the Units other than the Owner's own Unit. Owners must promptly pick up all solid wastes of their pets and dispose of such wastes appropriately. All pets (including cats) must be always leashed and/or under the control of the Owner.

Violation of the provisions of this paragraph shall entitle the Association to all its rights and remedies provided herein, including, but not limited to, the right to fine Owners and/or to require any pet to be immediately and permanently removed from the Condominium Property.

**Section 13. Hurricane Preparation/Shutters.** Unit Owners who would like to install hurricane shutters are directed to the separate document "Hurricane Shutter Rules" for application instructions and guidance. Upon issuance of an official hurricane warning, or upon leaving your unit vacant for more than 30 days, each Owner shall take all actions necessary to prepare the Unit for any such hurricane, including, without limitation, putting up hurricane shutters (as originally installed or which are otherwise approved in writing by the Condominium Association), removing all objects from patios, balconies, courtyards, terraces back yards, front yards, entryways and/or covered entry ways which will not be secured. Residents who have special evacuation needs (medical or transit) should make special arrangements prior to the hurricane season by contacting the Collier County Office of Emergency Management.

**Section 14. Obstructions.** The sidewalks, driveways, parking spaces, lawns, entrances, passages, vestibules, and like portions of the Common Elements shall not be obstructed or used for any purpose other than for ingress and egress to and from Condominium Property; nor shall any carts, carriages, chairs, tables, bicycles,

motorcycles, motorbikes, scooters, or any other objects be stored therein or thereon. The personal property of Owners must be stored in their respective Units.

**Section 15. Structures.** No structure of a temporary character shall be permitted on Condominium Property at any time or used on Condominium Property at any time as a residence either temporarily or permanently. No storage shed or storage containers of any kind shall be permitted to be located on or about the Units (or any Limited Common Elements associated therewith).

**Section 16. Windows, Patios and Doors.** No linens, cloths, clothing, clothing lines or similar devices, curtains, rugs, mops, or laundry of any kind, or other articles, shall be shaken or hung from any of the windows, doors, fences or patios. Rugs, etc., may only be cleaned within the Units and not in any other portion of the Common Elements or Limited Common Elements. All patios and yards must be maintained in a neat and orderly condition. No awnings of any kind shall not be permitted on any Unit unless same have been approved in writing by the Condominium Association. Security bars will not be allowed to be placed on any windows or doors. No signs, displays, advertisements or posters of any kind shall be displayed on either side of windows or on the exterior of the Unit (or any Limited Common Elements associated therewith). Notwithstanding anything contained herein to the contrary, any Unit Owner may display one portable, removable United States flag in a respectful way, not larger than 3 feet by 5 feet and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day, may also display in a respectful way portable, removable Official Flags that represent the United States Army, Navy, Air Force, Marine Corp or Coast Guard. Additionally, Unit Owners may also attach a religious object on the mantel or frame of the Unit Owner's door, not to exceed 3 inches wide, 6 inches high and 1.5 inches deep.

**Section 17. Refuse.** All refuse, waste, cans, newspapers, magazines and garbage shall be deposited in the area and/or container designated therefor, which must be stored in each Owner's garage.

**Section 18. Mildew/Mold.** Due to possible mildew and mold issues, each Owner shall be required to run all air conditioning systems within the Unit daily and otherwise vent the Unit. Each Owner shall be required to change all air conditioning filters at least once every three months. All Unit Owners will abide by all terms and conditions of the Indoor Environmental Quality Disclosure, which will be executed at closing of the purchase of their respective Units.

**Section 19. Alterations.** No structural changes or alterations shall be made in any Unit, except upon approval, in writing, by the Board of Directors of the Condominium Association and, where required, the ARC Committee of the Master Association. No Unit Owner or occupant of a Unit shall install wiring for electrical or telephone installations, nor install any type of hurricane shutters, glass enclosures, television antennas, generators, machines or air conditioning equipment, etc., except as authorized, in writing, by the Board of Directors of the Condominium Association. Installation of hurricane shutters and glass enclosures must comply with standards set by the Board of Directors and any applicable statutes or regulations including (FL statute governing hurricane shutters).

**Section 20. Hazardous Substances.** No flammable, combustible, or explosive fluids, chemical or substance shall be kept in any Unit, except such as required for normal household.

**Section 21 Attic.** Attic access is only for maintenance and service personnel authorized by the Condominium Association.

**Section 22. Waterbeds.** Waterbeds are not to be permitted without the prior written approval of the Condominium Association.

**Section 23. Landscaping**

- (a) No Owner shall plant or grow in the ground any type of shrubbery, flower, tree, vines, grass, or other plant life without the prior written consent of the Association and the Windstar Architectural Review Committee.
- (b) Lawn ornaments, statues, sculptures must be pre-approved by the Board. Owners must submit a proposal to the Board with a picture of the item with dimensions. All items should be kept in good condition and removed when the Owner is not in residence per other parts of these Rules.
- (c) Vining plants that adhere to the permanent building structures are not permitted except for the already established vines on the pergolas and behind certain buildings planted by the developer.
- (d) Units are limited to two planted pots in driveways or areas outside of the private entrance. The number of pots in private entrances and on balconies is at the discretion of the owner. All pots must be maintained.

**Section 24. Holiday decorations.** Halloween, Christmas, Hanukkah, and July 4 are the only holidays where exterior decorations are permitted. Christmas and Hanukkah decorations may be displayed after Thanksgiving and should be removed by the first weekend in January.

**Section 25. Grills & Flammable substances.** Owners are allowed to responsibly use grills if done so in compliance with Collier County laws. Collier County law prohibits the use of LP gas or open flame grills inside multifamily residential buildings. Thus, you may not use a grill in your garage or on your lanai. It must be placed at least 10' from the building during use. You may use an electric grill as well. You may store a 2 ½ pound LP tank in your garage, but larger tanks are prohibited from being stored inside the garage or inside area of any Unit. Collier County law also prohibits the keeping of any flammable combustible, or explosive fluids, chemicals or other substances in your Unit other than those normally used for household purposes. Owners are encouraged to use the grill located at the pool area but must clean it thoroughly after each use.

**Section 26. Changes or Additions to Rules.** The Board of Directors of the Condominium Association reserves the right to change or revoke existing Rules and Regulations and to make such additional rules and regulations from time to time as, in their opinion, shall be necessary or desirable for the safety and protection of the buildings and their occupants, to promote cleanliness and good order of the property and to assure the comfort and convenience of Unit Owners.

**Section 27. Compliance with Rules.** All Unit Owners, and every lessee, guest or visitor of a Unit Owner, shall comply with all the terms, conditions, covenants, restrictions and limitations contained in the Declaration of Condominium, the Articles of Incorporation, and the By-Laws.