

**WINDJAMMER VILLAGE of NAPLES, INC.**

## APPLICATION TO PURCHASE

1. Windjammer Village of Naples, Inc. is a **55 and older community** and a **photo ID** is required at time of application
2. No application will be processed unless fully and properly completed with appropriate check or checks. The application must be submitted at **least 20 days before** occupancy.
3. A non-refundable \$100.00 application fee, made payable to Windjammer Village of Naples, Inc. **must** accompany your application.
4. A fully executed copy of the SALES CONTRACT must be enclosed with this application.
5. The Windjammer Board of Directors requires an interview with the Sales and Rental Committee. You will be contacted by a member of the Sales & Rental Committee to schedule your interview.
6. I/We understand a maximum of no more than **two (2) pets** per household are permitted. (R&R 5.0)  
Guests visiting with pet(s) count toward the two (2) pet limit.                  \_\_\_\_\_ / \_\_\_\_\_  
Initial/date Initial/date
7. I/We understand a criminal background check will be required for all purchasers.  
\_\_\_\_\_ / \_\_\_\_\_  
Initial/date Initial/date
8. I/We understand that a guest for more than thirty (30) days per calendar year requires that the guest request prior BOD approval and then submit an application, including criminal background check, and application fee to reside on the property for up to ninety (90) days (R&R 1.2 C&D)  
  
\_\_\_\_\_ / \_\_\_\_\_  
Initial/date Initial/date
9. I/We understand that all modifications and/or additions to Unit including but not limited to exterior painting, driveways, storage sheds etc. require prior approval of Paint and Home Improvement Committee/BOD.  
(R&R 2.6 & 2.7) \_\_\_\_\_ / \_\_\_\_\_  
Initial/date Initial/date

**Please sign here that you have read the Windjammer Rules and Regulations (Adopted 12/30/2013 & Update 2015 & 2/2017) and agree to abide by these and other rules and regulations as set forth in the documents.**

\_\_\_\_\_/\_\_\_\_\_  
Initial/date

Signature

Date \_\_\_\_\_

Signature

Date \_\_\_\_\_

**Submit the above forms, documents and application fee to:**

**WINDJAMMER VILLAGE OF NAPLES, INC.  
C/o GUARDIAN PROPERTY MANAGEMENT  
6704 LONE OAK BLVD  
NAPLES, FL 34109**

**PHONE 239-514-7432      FAX 239-514-7759**

# WINDJAMMER VILLAGE, INC.

C/o GUARDIAN PROPERTY MANAGEMENT

6704 LONE OAK BLVD

NAPLES, FL 34109

PHONE 239-514-7432 FAX 239-514-7759

## APPLICATION FOR APPROVAL TO PURCHASE 55 AND OLDER COMMUNITY PHOTO ID IS REQUIRED

Street address \_\_\_\_\_

Owned by: \_\_\_\_\_ A copy of the sales contract must accompany this application.

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

( ) I/We apply for approval to purchase the Unit listed above.

( ) I/We represent that the following information is complete and true, and agree that any misrepresentation in this application will justify automatic rejection. I/We consent to additional inquiry concerning this application, and if requested will agree to an appearance before the Board of Directors for further questioning.

( ) I/We are aware that a criminal background check will be done on each adult occupant and I/We give approval.

Applicant's Name \_\_\_\_\_ D.O.B. \_\_\_\_\_

Spouse's Name \_\_\_\_\_ D.O.B. \_\_\_\_\_

Present Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Applicant's telephone # \_\_\_\_\_ Email \_\_\_\_\_

Applicant's Driver's License# \_\_\_\_\_ Spouse's Driver's License \_\_\_\_\_

U.S. Citizen? \_\_\_\_\_ Male \_\_\_\_\_ Female \_\_\_\_\_

If "no" please submit a copy of residency authorization or passport photo

Business or Profession (even if retired) \_\_\_\_\_

Make of car (s) \_\_\_\_\_ Year \_\_\_\_\_ License# \_\_\_\_\_ State \_\_\_\_\_  
\_\_\_\_\_ Year \_\_\_\_\_ License# \_\_\_\_\_ State \_\_\_\_\_

**The Documents of Windjammer Village, Inc. provide obligation of unit owners that all units are for single family residence only. Please state the name, relationship, age for any person who will be occupying the unit more than thirty (30) days per calendar year with prior approval of BOD.**  
**(By-Laws 2.3, Amended 2/13/2013)**

**NAME** \_\_\_\_\_ **RELATIONSHIP** \_\_\_\_\_ **AGE** \_\_\_\_\_

**Required Emergency Contact:**

Name: \_\_\_\_\_ Phone# \_\_\_\_\_

Relationship: \_\_\_\_\_

**Person who has Emergency Access to Property:**

Name: \_\_\_\_\_ Phone# \_\_\_\_\_

**GENERAL CONDCTIONS:**

I/We are aware that the units may not be occupied by more than (2) permanent residents.

\_\_\_\_\_  
Initial/date

\_\_\_\_\_  
Initial/date

I/We have read the Rules and Regulations of Windjammer Village, Inc. and agree to comply therewith if this application for approval to purchase is approved.

\_\_\_\_\_  
Initial/date

\_\_\_\_\_  
Initial/date

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

.....  
**Office Use only:**

**Sales & Rental Committee:**

\_\_\_\_\_  
Interviewer/Date

\_\_\_\_\_  
Interviewer/Date

**Application Approved:**

\_\_\_\_\_  
Board of Director

\_\_\_\_\_  
/Date

**Application is Denied:**

\_\_\_\_\_  
Board of Director

\_\_\_\_\_  
/Date

**Return Your Application to:**  
**Guardian Property Management**  
**6704 LONE OAK BLVD, NAPLES, FL 34109**

# Windjammer Village of Naples, Inc.

## Acceptance of Rules and Regulations Form

The purpose of this form is to insure that all shareholders/homeowners and residents have received a copy of and agree to abide by the revised Rules and Regulations adopted by the Board of Directors on **December 30, 2013** and **Updated 2015, 2/2017**

I/We (name) \_\_\_\_\_

The Shareholder (s), Homeowner (s), Resident (s) living at

\_\_\_\_\_ in Windjammer Village have received a copy of these revised Rules and Regulations and agree to read and abide by these revised Rules and Regulations.

If the Shareholder or Homeowner or Resident is not in residence at the time these Rules and Regulations are distributed, a copy shall be mailed to them at their most recent known address. The mailing of this document and the certification of the mailing list shall serve as agreement by the Shareholder, Homeowner or Resident.

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

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

**WINDJAMMER VILLAGE of NAPLES, INC.**  
**Census / Contact Information**

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

Permanent Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_ Home Phone: \_\_\_\_\_

\*\*\*\*\*

Windjammer Directory: ☐ Do not include my Phone #, ☐ Do not include my Email

Windjammer Address: \_\_\_\_\_

Local Phone #: \_\_\_\_\_

Windjammer Residence:      Seasonal: \_\_\_\_\_      Year Round: \_\_\_\_\_

\*\*\*\*\*

Emergency Contact:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Relationship: \_\_\_\_\_

\*\*\*\*\*

Contact who has key to your property:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Contact who will maintain landscaping for your property while you are gone:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

This page is for information only. Copy will be maintained by Guardian Mgmt Co and Windjammer Office.

**Windjammer Village Naples, Inc.**  
**Pet Form**  
**(NO EXOTIC ANIMALS ARE ALLOWED)**

You are allowed a maximum of no more than **two (2)** pets per unit.

**R&R 5.0 Adopted 12/2013, Updated 3/2015, 7/2015, 10/2015, 2/2017**

☐ I do not have any pets at this time.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Unit #

☐ I understand that falsification of information or failure to register my pet will result in revocation or the denial of approval by the Windjammer Village Board of Directors.

☐ I further understand that I am fully responsible for the action of my pet and have read the Rules and Regulations regarding the control of my pet.

☐ I understand that this Pet Approval is only for this pet and expires when the pet is no longer on the property.

**REQUIRED DOCUMENTATION:**

**1. Please Submit a Colored Photo of your Pet**

**2. Attach a copy of the pet's current immunization record.**

Owner: \_\_\_\_\_ Unit # \_\_\_\_\_

Address: \_\_\_\_\_

Home Phone Number: \_\_\_\_\_ Work Phone Number: \_\_\_\_\_

Type of Pet: \_\_\_\_\_ Present Weight: \_\_\_\_\_

Breed: \_\_\_\_\_ Weight at Maturity: \_\_\_\_\_

\_\_\_\_\_  
Signature of Pet Owner

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Entered into Pet dB by:

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

# **WINDJAMMER VILLAGE OF NAPLES, INC.**

## **RULES AND REGULATIONS**

ADOPTED: 12/31/13

Updated: 03/12/15 (5.1 & 5.3)

Updated: 07/23/15 (11.0)

Updated: 10/29/15 (1.3)

Updated: 02/16/17 (1.2, 2.2, 2.4, 2.6, 2.7, 3.1, 3.6, 4.1, 5.1, 5.5,

6.7, 7.3B, C, D, E, 7.4E, 9.7, 9.8)

### **Preface**

The purpose of the Rules and Regulations is to promote the comfort, safety and welfare of the Residents of Windjammer Village of Naples, Inc. and to protect the investment of Shareholders and Homeowners.

Rules and Regulations are distributed to all Residents and are available on the Windjammer website. All Residents must sign the "Rules and Regulations Form" included with these revised Rules and Regulations in order to insure that all Residents are aware of and agree to comply with the Rules and Regulations in force as of this date.

It must be noted that there are three (3) documents concerning Windjammer Village of Naples, Inc. They include The Master Form Proprietary Lease, The Windjammer Village of Naples, Inc. Bylaws and the Rules and Regulations.

### **Definitions**

- A. "Corporation", also referred to as "Village Management" means Windjammer Village of Naples, Inc.
- B. "Shareholders" shall mean person/s owning a share or part of a share in Windjammer Village.
- C. "Homeowner" shall mean the person/s owning a home in the village without owning the land portion.
- D. "Renter" shall mean the person/s who live/s in Windjammer Village more than thirty (30) days per year.
- E. "Guest" shall mean the person/s who is visiting a Resident for thirty (30) days or less per calendar year
- F. "Village" shall mean Windjammer Village of Naples Inc.
- G. "Board" shall mean the Board of Directors of the Corporation

## **1.0 Residents, Visitors and Guests**

- 1.1 Disputes between neighbors are not the concern of the Windjammer Board of Directors unless the Village as a whole is involved. Criminal activity should be reported to the Collier County Sheriff's Office at 239-774-4434. Civil issues should be settled through legal means with an attorney.
- 1.2 Windjammer Village is zoned for single family homes which are to be occupied only by the Shareholder(s)/Homeowner(s) with the following exceptions:
  - A. When a home is owned by only one individual, an additional resident is permitted. (No renting of rooms is permitted.) The minimum age requirements of Windjammer Bylaw 2.3 apply, and the proper interview procedure is required to be completed.
  - B. Renters may occupy homes as covered in section 3.0 of the Rules and Regulations
  - C. Residents may have guests for no more than thirty (30) days per calendar year per guest. Residents having overnight guests for more than thirty (30) days per calendar year shall be required to go through the interview approval process.
  - D. Under a provisional hardship condition of shareholder/homeowner a caretaker may stay longer. The shareholder/homeowner must apply to the Board of Directors for such an exemption and it shall be accompanied by a letter of hardship certifying the need for such an exemption. Permission for such an exemption shall be valid for up to one year.
- 1.3 Nuisances: No owner shall use his unit, or permit it to be used by a guest, invitee, or tenant in any manner which constitutes or causes an unreasonable amount of annoyance or nuisance to the occupant of another unit, or which would not be consistent with the maintenance of the highest standards for a first class residential neighborhood, nor permit the premises to be used in a disorderly or unlawful way. The use of each unit shall be consistent with existing laws and the cooperative documents, and occupants shall at all times conduct themselves in a peaceful and orderly manner.

## **2.0 Home and Lot Maintenance**

- 2.1 Rents or maintenance fees are due on the first day of the month at the place designated by the Board of Directors. The fee is delinquent after the fifth day of the month, after which a late fee of \$25.00 is charged. This fee must accompany the monthly payment. Insufficient fund checks will incur a \$25.00 service charge and cash or money order will be the only acceptable means of payment for that check. Automatic bank transfer, when possible, is encouraged but not mandated.
- 2.2 Residents must keep the exterior of their homes and accessories in good repair, clean, neat and orderly. Residents are responsible for keeping their yard well groomed. The maintenance of all landscaping including weeding of individual yard/landscaped areas and removal of dead



or diseased trees, are the responsibility of the Shareholder/Homeowner. Windjammer Management provides lawn mowing and one (1) yearly trimming of palm trees. The Board or the appropriate committee makes regular exterior inspections and violations will be acted upon as described in the Complaints and Enforcement Section of these Rules and Regulations.

- 2.3 Prior to leaving the residence for more than thirty (30) days the Shareholder/Homeowner must deliver to the office of the Windjammer Board of Directors an updated "Contact Information Sheet" with the name and telephone number and email address of the contact person(s) responsible for taking care of the house and yard while away.
- 2.4 Electricity to yard lights of homes must be left on at all times to help furnish after dark security. It is the responsibility of the resident to keep yard lights in good repair and replace bulbs as needed. Yard lights must be white in nature and a minimum 13W fluorescent/40W incandescent or LED equivalent.
- 2.5 No commercial business such as power washing, lawn care, roofers, etc. will be allowed to operate in the Village on Sundays or holidays except in an emergency.
- 2.6 Additions and/or modifications to manufactured homes, including accessories, such as patios, carports, golf cart parking pads, driveways, storage sheds etc. require approval from the Board or Paint & Home Improvement Committee. The person requesting such approval is responsible for obtaining any necessary county permits. A copy of each permit shall be presented to the Board or Paint & Home Improvement Committee and shall be placed in the Shareholders/Homeowner's file at the management company.
- 2.7 Painting of homes, driveways and accessories/trim or changing siding, is part of keeping a home in good repair. Every property owner must submit a color chip or paint sample to the Board or Paint & Home Improvement Committee for approval before painting, repainting, or residing their home. Failure to do so may result in a fine and repainting to a color approved by the Board of Directors may be required. Repainting will be at the homeowners' expense. If the violation is not corrected, a fine of up to \$100.00 per violation may be imposed. A fine may be levied on the basis of each day of a continuing violation with a single notice and opportunity for hearing. The fine may not, in the aggregate, exceed \$1000.00 unless the Cooperative Act is amended to permit a higher amount for a continuing violation. If fines are not paid within ninety (90) days the matter shall be referred to Windjammer's attorney for appropriate action.

### **3.0 Renting Homes**

- 3.1 Renting of homes is permitted. The renter(s) must receive and complete a "Rental/Lease Application" located in the file in Clubhouse, on the Windjammer website or at the management company. In addition, written approval of the Renter (s) must be obtained from the Board following an interview by the Sales & Rental Committee (that has been appointed for

this purpose) prior to the renter taking occupancy of the dwelling. Rentals must be for no less than 30 days, and no more than three (3) leases per year are allowed.

- 3.2 The Shareholder/Homeowner must provide renters with the "Rental/Lease Application" from the Management Company for completion, and a copy of the Rules and Regulations prior to occupancy. Renters must abide by the Rules and Regulations. Rental of homes is limited to a maximum of two (2) persons, one of whom must be 55 years of age or older, and the other person a minimum of 45 years of age.
- 3.3 Leasing of entire property by Shareholder/Homeowner is allowed. Subleasing of a room is not allowed.
- 3.4 Subleasing by renters is not allowed.
- 3.5 No signs offering a home for rent shall be displayed upon the lot or upon the home. A dated notice may be placed upon the bulletin board provided for that purpose in the Clubhouse, or the homeowner may use the services of a rental agency.
- 3.6 Shareholders who rent give up their right to use common areas, pool, Clubhouse, compound, etc., per Florida Statute 719.105.

#### **4.0 Selling Homes**

- 4.1 You may sell your home yourself, or through a real estate broker. Applications and required forms can be picked up at the office of the management company or on the Windjammer website. A copy of the Prospectus is to be given to a new Shareholder/Homeowner by previous owner at time of closing.
- 4.2 Only one (1) "For Sale" sign per home is allowed. It shall not exceed 18" by 30". For Sale signs must be placed so as not to interfere with the lawn maintenance, and must be removed promptly after the property is sold.

#### **5.0 Pets**

- 5.1 Pets are allowed in the homes in so far as they are not a nuisance or present a health hazard. No more than two (2) pets, (dogs and/or cats) per household will be allowed. This applies to all Shareholder/Homeowners, renters, and guests. Exotic birds, animals and reptiles, livestock including pigs, goats, chickens or other farm animals are not permitted in Windjammer Village (WJV). All pets must have current rabies vaccination and licenses per Collier County Regulations. This information must be made available on a yearly basis to WJV for the database.

- 5.2 All pets must be on a hand held and secure leash at all times when outdoors. Collier County ordinance and Windjammer Village do not approve electronic leashes. A pet may not be tethered outdoors, except when in visual range of a responsible party located outside with the pet. Share/homeowners are totally responsible for the behavior of their pets. All pets that create a nuisance or a dangerous situation should be reported to the Collier County Sheriff at telephone # 239-774-4434. To report stray animals contact Domestic Services at telephone # 239-530-7387.
- 5.3 Pet owners are required to carry some type of container when walking their pet and to immediately clean up their feces. This is also required when it is your own front or back yard. A pet owner will be notified when there is a problem. If the problem is not corrected, or continues to occur, it will be referred to Collier County Domestic Animal Services.
- 5.4 No doghouses, kennels or runs are allowed. You must be on the premises if your dog is secured outside or in the lanai.

## **6.0 Parking and Traffic**

- 6.1 The speed limit in the Village is 17 miles per hour.
- 6.2 Only persons with valid driver's licenses are allowed to operate motor vehicles, including motorbikes, motorcycles and golf carts. The only exception will be persons who must rely on golf carts, motorized wheel chairs and similar vehicles to get around the Village due to a disability.
- 6.3 Handicap parking must not be used unless the proper sticker/license is displayed.
- 6.4 Parking on the grass is prohibited.
- 6.5 Parking on the street from midnight to 6:00 AM is not allowed. If you have an overnight guest/s and do not have room for an extra vehicle in your driveway, use the parking lot near the entrance or near the Clubhouse. Do not park "extra vehicles" in the Clubhouse parking area when the Clubhouse is in use. Residents' cars may be parked in the storage (see 6.7 for additional information).
- 6.6 Do not use your neighbor's driveway without their permission. Do not park cars so they block the sidewalk. No vehicle may be left on blocks or jacks.
- 6.7 Boats, trailers of all sizes and kinds, motor homes and/or campers are prohibited from parking in yards, streets, driveways and carports. Exceptions are for the purpose of loading and unloading or cleaning. For these purposes the vehicles/trailers may be parked for no more than twenty-four (24) hours on non-consecutive days on the street in front of the unit, driveway or carport. The vehicles classification shall be determined by the title or registration. The village provides a limited storage area for resident owned and licensed RV's, boats etc. at no

cost for residents. Any vehicle, trailer, RV, boat trailer, etc. requiring licensing must display a current license. You must register through the Compound Committee, present license and registration documentation in the name of a current approved resident and pay a refundable deposit for a gate key for this area. Please read and follow the directions near the gate when using this area. The gate must be locked when leaving the compound. It is under video surveillance and must be kept locked.

- 6.8 Absolutely no major repair work on cars, trucks, boat motors or other vehicles is allowed in the driveway. Typical automotive maintenance requiring less than a few hours will be allowed, such as oil changes, replacing windshield wiper blades, etc. All major repairs are to be done in the compound only.
- 6.9 All vehicles on Shareholder/Homeowner property must have current vehicle registration.
- 6.10 Persons riding bicycles, golf carts, scooters, etc. shall ride on the right side of the street and shall have the same obligations as drivers of motor vehicles. Florida law requires displaying a front light and a rear reflector after dark.
- 6.11 Sidewalks are for pedestrians only. Roller blades, skate boards, etc. must be used on the street or the residents own driveway.

## **7.0 Facilities**

- 7.1 Recreational facilities such as common areas (Clubhouse, swimming pool, spa, tennis court, shuffleboard, horseshoes and bocce ball) are for the exclusive use of Shareholder/Homeowners/renters and guests. Shareholders/Homeowners/Renters are responsible for their guests knowing and abiding by all Rules and Regulations. Shareholders/Homeowners/renters will be held responsible for damage caused by them or their guests.
- 7.2 A responsible adult must accompany any guest fifteen (15) years of age or under while using the common areas listed above. Shareholders/Homeowners/Renters will be held responsible for their guest's behavior while in the village.
- 7.3 Priorities for use of the facilities are established as follows:
  - A. Regular and special meetings concerning the operation of the Village.
  - B. Social events scheduled by the Windjammer Activity Committee.
  - C. Regularly scheduled activities such as bingo, card games, shuffleboard, pool exercises, tennis, bocce ball, etc. Regularly scheduled activities do not preclude other Windjammer Shareholders/Homeowners/Renters from sharing the Clubhouse in a respectful manner.

- D. Requests for the exclusive use of the Clubhouse must be made through the Windjammer Activity Committee for approval and does not include exclusive use of the pool/spa or Tiki Hut. Shareholders/Homeowners/Renters are responsible for admitting any guests through the entrance gate.

7.4 Exercise/game room rules are as follows.

- A. Room must be kept clean, neat, and orderly.
- B. A Shareholders/Homeowners/Renters must accompany guests
- C. Pool table is to be covered after use and pool sticks returned to rack.
- D. No wet swim suits are allowed.
- E. Lights must be turned off and the door closed when leaving the exercise room and the air conditioner temperature returned to 75 degrees.
- F. No smoking, food or drinks (other than water or sport beverages) will be allowed in the Exercise/Game Room.

## **8.0 Miscellaneous**

- 8.1 Only boats that are not gasoline powered are allowed on Windjammer Retention Pond.8.2 Soliciting or peddling of any nature is not permitted. Exceptions are food/toy drives that are recognized by Windjammer Village.
- 8.3 Signs on the Clubhouse bulletin board (items for sale, homes for rent, wanted to buy or sell, etc.) must include the date posted and be posted on the appropriate bulletin boards and removed after 30 days.
- 8.4 Two (2) types of clotheslines (collapsible umbrella type and retractable) are permitted.
- 8.5 Satellite dish antennas over one meter (36.37 inches) are not allowed.
- 8.6 Outside radio/television antennas require approval from the Paint & Home Improvement Committee.
- 8.7 Waste Management containers (garbage/recycling/yard waste) must not be set out prior to 6:00 PM the night prior to pick up day. This is a Collier County Ordinance. Containers should not block sidewalks other than on collection day/times and must be removed promptly following collection.

## **9.0 Pool and Spa Rules**

- 9.1 The pool/spa is open from 7:00 AM to 11:30 PM daily while lights are on. When the pool lights are not working after dusk there will be no swimming. (Collier County Code allows night swimming when lights are on). There is no lifeguard. Collier County ordinance limits the number of persons in the pool to fourteen (14) persons at one time. Scheduled Windjammer pool activities shall have priority.
- 9.2 Shareholders/Homeowners/Renters are responsible for their guests at all times. Guests fifteen (15) years of age and under may use the pool only during the hours of 10:00 AM to 9:00 PM and must be supervised at all times by an adult Shareholders/Homeowners/Renters.
- 9.3 Collier County ordinances dictate the following:
- A. Young persons (12 years of age and under) are not allowed in the spa.
  - B. Pregnant women, people with medical conditions and persons who use drugs or alcohol should check with their doctor before using the spa.
  - C. The temperature of the spa must not exceed 104 degrees Fahrenheit.
  - D. Maximum recommended length of time in the spa at one time is fifteen (15) minutes.
  - E. A shower must be taken before entering or re-entering the pool or spa,
- 9.4 All pool/spa users must wear proper swimming attire (no cut-offs allowed). All diapers must be “leak proof swim” diapers.
- 9.5 No glass containers of any sort are allowed in the pool/spa/pavilion area. Food and beverages are not allowed within five (5) feet of the edge of the pool/spa.
- 9.6 Diving, jumping or running is prohibited within the pool/spa/pavilion area.
- 9.7 No smoking within 15 feet of all the entrances to the Windjammer Clubhouse. Cigarette smoking, including all electronic cigarettes, will be allowed in the designated areas only. Smokers must use ashtrays and empty them in the provided receptacle prior to leaving the designated area. No electronic glass cigarette, pipe or cigar smoking is permissible in any areas adjacent to the Clubhouse.
- 9.8 Trash must be disposed of properly. Personal items (towels, sunscreen, etc.) must be removed prior to leaving the pool/spa/pavilion area.
- 9.9 Profane language and abusive or inconsiderate behaviors are prohibited. Loud radios, skateboards, roller skates, frisbees, balls, inflatable floats or other objectionable items are not allowed in the pool/spa/pavilion area. Inflatable floats will be allowed from June 1 to September 30 each year only.

## **10.0 Complaints and Enforcement**

- 10.1 Rules and Regulations are simple and are necessary to maintain the appearance and safety of Windjammer Village and the conduct of its Shareholders/Homeowners/Renters, guests and visitors.
- 10.2 Comments, complaints or suggestions should be put in writing and signed 10 days prior to a Board of Directors Meeting. They may be placed in the office mailbox, or if urgent, given to a member of the Board of Directors. Only signed comments, complaints or suggestions will be considered.
- 10.3 If Windjammer Village of Naples Inc. is required to take any action to enforce the Lease Agreement or the Rules and Regulations the Shareholder/Homeowner shall pay all reasonable attorney's fees and costs incurred by the Association.

## **11.0 Enforcement of Rules Procedure**

Enforcement including but not limited to fining, suspension, and arbitration/litigation for violations shall be in accordance with the minimum requirements of the Windjammer Governing Documents and Florida law as amended from time to time.