

**LEEWARD CAY AT WINDSTAR
ON NAPLES BAY HOMEOWNERS ASSOCIATION, INC**

RULES AND REGULATIONS

JULY 2022

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INTRODUCTION TO LEEWARD CAY AT WINDSTAR ON NAPLES BAY

Uncrowded, unspoiled, and unlike any other private community, Windstar on Naples Bay is a hidden gem including 591 residences spread across 500 wondrous acres of land along the shores of beautiful Naples Bay.

The friendly and active community of Leeward Cay at Windstar on Naples Bay is located on Yacht Harbor Drive in the center of Windstar. Our neighborhood includes 14 outstanding villa homes and two stand-alone houses fronting on the fourth hole of Windstar's Audubon-Certified Tom Fazio designed golf course and lakes. Leeward Cay residents enjoy our own private community heated swimming pool and spacious, beautifully landscaped patio area.

Leeward Cay's Homeowners Association has its own Board of Directors as well as a set of Rules and Regulations, allowing us to function as a well-run, respectful, and inclusive community while respecting the Windstar Master Association's guidelines. We have our own website that can be found at [Leeward Cay Windstar](https://leewardcaywindstar.info/#) (<https://leewardcaywindstar.info/#>).

Please review our Rules and Regulations and share them with your family members and guests.

Thank you and welcome to Leeward Cay!

The Board of Directors of Leeward Cay at Windstar on Naples Bay Homeowners Association, Inc.

LEEWARD CAY RULES AND REGULATIONS

INTRODUCTION AND PROCEDURES

Leeward Cay at Windstar on Naples Bay Homeowners Association (Leeward Cay, the Association, HOA) is a private, residential community that has established Rules and Regulations that are, from time to time, amended and approved by the Board of Directors (BOD). Unit owners are responsible for ensuring that friends, guests, family members, minors, and lessees adhere to the Rules and Regulations.

Violations of the Rules and Regulations are to be reported through the HOA's website [Leeward Cay Windstar](#) to the Property Manager who will then confirm whether or not there has been a violation before reaching out to the Owner or lessee for corrective action. Any disagreement over the violation will be reported to the BOD for subsequent action. Owners may also contact the BOD directly using the HOA's website in relation to any possible violation, question, or confidential matter. If an irreconcilable conflict should occur regarding the interpretation of the Rules and Regulations and the Declaration of Protective Covenants, Conditions and Restrictions, and Bylaws, the provisions of the Declaration of Protective Covenants, Conditions and Restrictions and Bylaws will prevail.

These Rules and Regulations for our residences and all common areas are deemed in effect until amended by the Board of Directors of the Homeowners' Association and apply to all owners.

Violations of these Rules and Regulations may subject the Owner to any and all legal remedies available to the Homeowners Association. The Association is entitled to recover any and all attorney's fees, court fees and costs incurred while pursuing the violation of the Leeward Cay at Windstar on Naples Bay Rules and Regulations or the Declaration of Protective Covenants, Conditions and Restrictions and Bylaws from the Owner in violation of the rules.

The Board of Directors may adopt or amend previously adopted Rules and Regulations governing the details of the operation, use, maintenance, management, and control of residences and all common areas of the Homeowners Association and any facilities or services made available to the Owners.

Any waivers, consents, or approvals given under these Rules and Regulations by the Board of Directors are revocable at any time and are not a waiver, consent, or approval of similar situations unless notified in writing by the Board of Directors.

CONTACTS

The Board of Directors will post and maintain the names and contact information for each of the Directors, as well as the name and information for our contact at the Property Management Company on the Leeward Cay website [Leeward Cay Windstar](https://leewardcaywindstar.info/#) (<https://leewardcaywindstar.info/#>).

USE OF FACILITIES

Leeward Cay's facilities are for the exclusive use of Association members, resident house guests, guests accompanied by a member, and lessees. Any damage to the buildings, pool area, or other common areas or equipment caused by any resident or guests thereof shall be repaired at the expense of the responsible Owner.

PROPERTY DAMAGE

No Owner, their dependents, their guests nor their lessees shall mark, mar, deface, destroy, engrave, or damage any part of any building. Responsible Owners shall repair any such damage and be responsible for the costs. If the Association makes the repair, the repair cost will be the Owner's responsibility secured by a lien against the relevant parcel as provided by Article IX of the Second Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions.

SOUND TRAVELS

No Owners, their families, guests, employees, lessees, or pets shall make or permit any disturbing noises that interfere with the rights, comfort, or convenience of any others. Owners are expected to keep television, music, and other sounds at a considerate level during the day and at an especially respectful level in the evening.

SWIMMING POOL RULES

Pool is reserved for residents and tenants of Leeward Cay at Windstar on Naples Bay, and their guests.
No Lifeguard is present so swim at your own risk.
Pool hours are dawn to dusk.
Shower before entering the pool.
Children under age 12 must be supervised at all times by an adult.
Incontinent people in diapers are not allowed in the pool.
No glassware or animals (except for medical reasons) allowed in the fenced pool area.
No cell phone usage or smoking inside the fenced pool area.
Do not swallow the recirculated water.
Maximum pool capacity is 11 persons.
When leaving the pool area, take all personal effects and trash.
No loud noises, screaming, or music and radios without headphones.
No diving.
No food or beverages in the pool or on the pool wet deck (an area approximately two feet surrounding the pool).

PETS

The resident of each residence may keep one (1) pet of a normal domesticated household type, (such as a cat or dog), provided it is not kept, bred or maintained for any commercial purpose. The following breed of dogs (includes mixes thereof) are prohibited from being kept at Leeward Cay: Akita, Basenji, Chow, Doberman Pinscher, English Mastiff, German Pinscher, German Shepard, any of the Husky breeds, Malamute, Pit Bull, Presa Canario, and Rottweiler. No reptiles, monkeys, rodents, amphibians, poultry, swine, or livestock may be kept in any part of Leeward Cay.

Pet owners shall hold the Association, its officers, and directors harmless from any liability or loss arising from the keeping of any pet in said residence. All pets shall be leashed or carried by the pet owner whenever outside the residence. If any pet becomes a source of unreasonable annoyance to other residents, the Board may require its permanent removal from Leeward Cay.

Feeding of feral cats, and any wild animals, is prohibited; feral cats are responsible for greatly reducing the population of birds in our Audubon community.

Please also refer to Article 10.4 of the Second Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions.

PEST CONTROL

The Association provides pest control on lawns and common areas, and it will, from time to time at the BOD's discretion, undertake animal control measures for invasive species reported to the Property Manager. The Association does not currently provide pest control for residences. Owners are encouraged to use a pest control company for their residence at the Owner's cost and expense as the need arises.

Please also refer to Article 5.2(D) of the Second Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions.

APPEARANCES/EXTERNAL

The external appearance of residences shall be maintained as they were originally designed but subject to specific changes to all residences that may be approved by the BOD from time to time following the Leeward Cay Architectural Review Board (ARB) procedures. Residence exteriors and all other areas appurtenant to residences shall not be painted, decorated, or modified in any way that alters the exterior appearance of the structure by any Owner in any manner without the Association's prior written consent. The BOD may withhold consent on purely aesthetic grounds within their sole discretion.

No awnings, window guards, light reflective materials, hurricane or storm shutters, no ventilators, fans which vent, or air conditioning devices shall be used in or about the residences except those approved in writing by the Association. Any modification to a lanai, sidewalk or driveway that may change the exterior appearance of the residence when viewed from the exterior is not permitted without prior written consent from the Association. Personal property of occupants may not be stored outside a residence or its appurtenances. Lanais may not be used for long term storage. No recreational items, i.e., Basketball hoops, volleyball nets, may be placed anywhere on a property without written approval of the Association.

Please also refer to Article VI of the Second Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions.

LEEWARD CAY ARCHITECTURAL REVIEW BOARD (ARB)

1. Requests to make any exterior changes are to be made on the Architectural Change Request (ACR) form available on the Windstar on Naples Bay Master Association website [Windstar Master Home](#). All drawings, including all elevations, to accompany ACR form. Forms to be submitted between January 5 and April 15. Approved construction is to be done and completed between April 15 and December 15. Please also refer to Article 6.3 (B) of the Second Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions.
2. Identical roofs - color and tile
3. Identical exterior color - to include all trim and garage doors
4. Identical driveways
5. Identical approach ways from driveway to front gate
6. Identical mailboxes
7. Common area landscaping that imparts visual unity of all 16 units
8. Identical garage doors – i.e., same number of panels
9. Any replacements to the pool/lanai caging must be done with bronze metals.
10. Windows – replacements must be impact resistant/compliant to current code and visually similar. Dimensions must be same as existing. No change can be made to structure of building. Windows also must be flush with wall line – same as those which are about to be replaced.
11. Front Doors (upon replacement) must be impact resistant/ compliant to current code.
12. Sliding Doors (upon replacement) must be impact resistant and compliant with current code.
13. Privacy Walls (between buildings and behind buildings) if repair or replacement needed, must be same dimensions as existing.
14. Lighting – The two outside lights by garage doors must be identical. Lights down sidewalk/side of building do not need to be same as front of building.
15. Additions/Changes to exterior structure in compliance with Article 10.8 of the Second Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions.
16. Ensure that the architectural “column” feature at the end of privacy walls in various places on each parcel are clearly visible whenever possible.
17. Picket fence (upon replacement) must be harmonious or hidden by vegetation.
18. Exterior Shutter installations must be approved by the Leeward Cay at Windstar on Naples Bay ARB.

LEEWARD CAY SKYLIGHT ARCHITECTURAL STANDARD

1. When replaced, skylights must be flat glass (and not domed polycarbonate).
2. Skylights must meet Miami-Dade County specifications, which means hurricane resistant and is the toughest specification for skylights.
3. Skylight frames must have a bronze factory finish (so do not need to be painted to match roof).
4. Either curb or self-flashing skylights are acceptable.
5. When skylights must be replaced, replace with flat glass, so that all Leeward Cay at Windstar on Naples Bay skylights will be flat glass.

6. As an alternative to replacing the skylights with flat glass, Owners may remove the skylights and install a roof over the space. Roofing materials must match existing roof tiles in shape and color, so that the removal is unnoticeable from the exterior.

INSURANCE

The Association carries insurance (including FEMA flood) for the exterior of the buildings and common grounds. The Association DOES NOT carry insurance for the interior of the residences. Each Owner is responsible for insuring the personal property within his or her own parcel and residence including all floor, wall and ceiling coverings, built-in cabinets and appliances, water heaters, air conditioning and heating equipment, electrical fixtures, and all such alterations made to the parcel or privacy areas by the owner or predecessors in title.

Owners may also obtain a flood insurance policy through FEMA for the interior of the residences and contents.

Please also refer to Article VII of the Second Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions.

WASTE MANAGEMENT

All garbage and recycling must be deposited in the appropriate garbage containers supplied to the members by the refuse company that services our community. These garbage containers must be stored in each resident's garage. Containers may be placed curbside at the end of the resident's driveway after 6 PM the day prior to collection and returned to the resident's garage as soon as possible after pickup occurs, by no later than 6 PM the day of pickup. No flammable, combustible, nor explosive materials shall be kept in any residence nor in a garage except for those suitable for normal household use.

Garbage is collected on Mondays and Thursdays.

Recycling is collected on Mondays.

Yard debris is collected on Mondays – in bundles or in yard debris paper bags.

LANDSCAPING & IRRIGATION

Landscaping services, including mowing, pruning, fertilization and landscaping protection from insects and diseases, are provided by a professional landscaping company at regular intervals. A yearly schedule of all landscaping services by all providers is established by the landscaper with approval from the Leeward Cay BOD and available on the website [Leeward Cay Windstar](#). The landscaper or a separate irrigation company services the community's sprinkler system, and a tree company prunes some of the tallest trees in the community as arranged by the BOD. Owners may not remove or cut down any trees without previous BOD consent. The Association is committed to preserving the community's vegetation and wildlife habitat. A resident should not approach the landscapers' employees directly because they have given tasks to complete at each visit within a time frame. If a resident has a landscaping, irrigation or vegetation issue or task, our management company should be contacted through the website [Leeward Cay Windstar](#) to deal with the issue.

PRIVACY AREAS

For the 14 villas, the privacy area includes the courtyard in front of their master bedroom as well as the path leading from the side gate, running along the length of the house to the end of the residence.

For the two stand-alone homes, the privacy area starts where the path curves up the side of the garage, to the back door, as well as past the front door the length of the residence to the corner nearest the lake.

The Association's landscaping company prunes all visible areas, including the fronts and backs of residences. However, residents are responsible for the plantings and maintenance of all plant material within their privacy areas. An Owner may take responsibility to maintain the plantings in the rear of the residence upon the request of an Owner and approval by the Board Member/Landscape Liaison. Any such request should be made through our website [Leeward Cay Windstar](#) . An Owner may not reduce his or her proportionate share of the common expenses by voluntarily electing to maintain plantings outside their privacy areas.

Trees may not be planted in privacy areas. Over time, tree roots undermine privacy walls and tree leaves become a nuisance.

Hot tubs are permitted in courtyards.

Residents may hire the Association's landscaper to maintain their privacy areas at their own expense.

Any change to the plantings outside of privacy areas requires prior BOD approval and will be performed at the Owner's cost and expense. The landscaping committee has identified plant types that provide harmony in the community and that follow the guidelines set out below.

Guidelines for Owners Changing Landscaping Outside of Privacy Areas

Outside the privacy area in Leeward Cay, basic landscaping maintenance, such as removing dead plants and treating disease, is the responsibility of the Association as a common expense. However, Owners who desire to change plantings within the guidelines may do so at their own expense with prior written approval.

An Owner should choose plants and a design that:

- Are low maintenance (not requiring special skills to thrive);
- Have no unusual ongoing requirements for irrigation (many plants require special care until they are established, thus it is recommended that planting take place between April 15 and October 15---so nature, not the Owner, will water every day until established.); and
- Are in harmony with our community's existing landscape by following the design approach described in this document.

Design Approach: keep our visible landscaping in harmony, but not be cookie-cutter boring:

- **Treat each structure as a design unit.** Avoid any stark demarcation in landscaping where the Villas attach.
- **Do not change the shape of beds.** In addition to conflicting with the existing design, this risks irrigation breaks, can increase mowing/edging time and mulch costs.
- **Do not add trees to grow over 15 feet.** The Association hires a specialized expert who charges per tree to trim.
- **Plant only varieties that are at their best in-season.** Some refer to these as “snowbird plants”.
- **Make sure new plants receive the special treatment necessary to get established and thrive.**
- **Avoid most annuals.** Many annuals planted in the fall are performing poorly by April.
- **Be careful not to over-do one plant.** Consider how much is already planted in our community.
- **Do not plant a bed of unique, single specimens.** The intent is broad layers of color and texture. Avoid interrupting the harmony of the design flow with many garden ornaments or various kinds of plants.

As is the case with all visible changes to the community appearance proposed by an owner, the BOD may withhold consent on purely athletic grounds within their sole discretion.

FISHING IN LEEWARD CAY LAKES

Fishing in Leeward Cay is only allowed from the bank directly in back of a resident’s own property. Trespassing onto a neighbor’s property is prohibited. Children under 18 must be supervised by an adult when near the lakes. Fishing and other activities along the lake banks are at your own risk due to alligators and other wildlife.

Fishing is prohibited in the effluent lake, which is the second lake on the left on Yacht Harbor Drive and near the Leeward Cay sign, and from banks that abut golf course property.

PORTABLE GENERATORS

Portable generators must be placed outside far away from courtyards, neighbors, and positioned so that exhaust fumes are directed away from people and building air intakes. Manufacturers recommend having an ABC-type fire extinguisher handy and putting carbon monoxide alarms inside the house. Please consider your neighbors.

VEHICLE PARKING/RESTRICTIONS

Each residence contains a double automobile garage which cannot be enclosed nor converted to any other use. Residents' vehicles must be parked overnight inside each garage, with the door closed. Trucks, recreational vehicles, boats, trailers, racing cars and commercial vehicles including commercial vans are prohibited to be parked overnight. The BOD shall have the right to tow any vehicle not in compliance with Article 10.9 of the Second Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions and this rule will be enforced at the sole cost and expense of the owner or operator of the vehicle. Payment of such cost and expense shall be secured by a continuing lien on the Owner's residence in the same manner as Assessments.

Vehicles are not permitted to be parked overnight on the street. Visitor vehicles that are temporary are permitted to be parked in a resident's driveway as long as they do not block access to the resident's garage. Prior BOD approval is required should there be a need to park a car for an extensive period of time in a driveway. This accommodation is only for a maximum of one car, not for golf carts, boats, trailers, and others as mentioned in above paragraph. Please indicate if the need is permanent (e.g., disability, car too big to fit in etc.) or temporary (e.g., construction, hip replacement, garage floor being painted, or during an interim period while moving in or out). Permission requests should be made through the Leeward Cay website [Leeward Cay Windstar](#) .

Please also refer to Articles 10.7 and 10.9 of the Second Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions.

SOLICITATION

There shall be no solicitation by any person anywhere within Leeward Cay– for any cause, charity, or any purpose unless specifically authorized by the BOD.

ROOFS

Only authorized persons, such as but not limited to installers, lanai and roof repair and maintenance personnel, and window washers are permitted on a roof.

LEASING

Any unit may be leased a maximum of three times in a calendar year. No lease is permitted for a period of less than thirty days. No lease may be for a period of more than one year. A residence owner may lease only his entire residence. No subleasing or assignment of lease rights by the lessee is allowed. Owners must submit to the BOD or its designee a lease application for approval for each rental of their unit, regardless of the length of the lease or rental, at least ten days prior to such lease or rental. The appropriate form for requesting lease approval can be found on the website [Leeward Cay Windstar](#) .

Listing or otherwise advertising a residence for rent for less than the terms set forth above shall be deemed a violation of the Governing Documents and proof that the Owner and any prospective tenants intend to conduct themselves in a manner inconsistent with the covenants and restrictions of the

community. As such daily and/or weekly lease terms are not permitted. The Owner shall be subject to fines and have their right to lease their residence suspended.

Please also refer to Article XII of the Second Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions.

EMERGENCIES/EMERGENCY ACCESS

Any member planning to be absent from their residence for three weeks or more must designate an individual or company that will be available and willing to be responsible to take care of the Owner’s residence should damage occur in an emergency during the Owner’s absence. The Owner is responsible for furnishing the name and contact information of the individual or company to the Property Manager prior to leaving using the website at [Leeward Cay Windstar](#) . To facilitate entry into each residence in case of emergency, each Owner is responsible for leaving a key and/or access codes and entry instructions with their home watch person.

OBSTRUCTIONS/SIGNS

Sidewalks, entrances, driveways, stairways, and passages must be kept clear of all obstructions. No radio or television antennas, satellite dishes or electrical wiring of any kind shall be affixed to the exterior or roof of a residence without the approval of the Leeward Cay ARB and approved by the BOD. No sign, notice or advertisement shall be inscribed or exposed on or at any window, or other part of the residence except such signs as approved in writing by the Association; nor shall anything be projected out of any window in the residence without similar approval. The Association allows one residential real-estate “For Sale” sign on the owner’s property of not more than one, square foot. No other signs, notices or advertisements are permitted.

Please also refer to Articles 10.6 and 10.12 of the Second Amended and Restated Declaration of Protective Covenants, Conditions and Restrictions.

PENALTIES FOR NON-OBSERVATION OF COVENANTS AND BYLAWS

As our Covenants state on page 1, 2nd paragraph, the purchase or lease of a property in Leeward Cay constitutes an acceptance of our Covenants and Bylaws and an agreement to abide by their terms. Should an owner or lessee not abide by our Covenants and Bylaws, some of the various remedies are to be found within the Covenants and Bylaws on the pages listed below:

Subject	Article	Section	Page	Covenants or Bylaws
Maintenance	V	5.3 – 5.5	7 - 8	Covenants
Architectural Control	VI	6.3 (C)	9-10	Covenants
Insurance	VII	7.4	11	Covenants
Enforcement	XIV	14.1-4	32	Covenants
Compliance & Default; Remedies	8	8.1 (A) (B)	11-12	Bylaws

When in doubt regarding application of our rules, please contact the Property Manager or a Board Member for clarification early on so that you do not infringe on them. Apparent violations of a Covenant or Bylaw will generate a phone call from our Property Manager explaining the violation and asking you to remedy the situation within a certain time frame. The BOD will work with you on conforming to them, as it is in no one's interest to incur remedial sanctions and other enforceable consequences. The BOD expects that all of us respect our Covenants and Bylaws to ensure neighborliness, visual harmony, and strong real estate values.

Please feel free to contact the Property Manager or the BOD with any questions, comments or concerns using our website [Leeward Cay Windstar](#)

Respectfully yours,

The Board of Directors of Leeward Cay at Windstar Homeowners Association, Inc.