

RULES & REGULATIONS  
FOR  
SOMERSET AT WINDSTAR HOMEOWNERS' ASSOCIATION  
Effective 8<sup>th</sup> day of April 2013

These Rules and Regulations for the Association are deemed in effect until amended by the Board and they apply to all Owners. At all times, these Rules and Regulations shall be observed, except as to any contrary rights granted under the Amended Declaration of the Protective Covenants, Conditions and Restrictions for Somerset at Windstar or the Windstar Master Associations Rules and Regulations. Owners shall use their best efforts to see that they are faithfully observed by their families, guests, tenants, any other persons for whom they are responsible, and persons over whom they exercise supervision.

A. Architectural Control. No structural or exterior repair, addition, modification or rebuilding of any parcel shall be commenced or performed until construction plans and specifications and a plan showing the exact work to be performed have been approved by the Association. No permanent landscaping, fence, wall, or hedge shall be removed, erected or placed on or around any parcel unless similarly approved. Any of the foregoing which, in the sole opinion of the Association, will not improve or enhance such appearance will be denied. The Board of Directors shall have the right to adopt specific guidelines regarding the size, locations, types and materials for exterior improvements and alterations and shall have the authority by itself or through a duly appointed or landscape review committee to review and approve plans and specifications based on such guidelines, as permitted by law. In assessing the merits of any application, impact on neighbors and the incorporation of landscaped privacy features will be especially taken into account.

B. Assessments. The owner(s) of each parcel is obliged to pay his/her shares of all assessments that come due while he or she is the parcel owner. One-fourth of each unit's annual assessment shall be due and payable in advance to the Association on the first day of each quarter of each fiscal year beginning January 1. The Association may send invoices as a courtesy to the address(s) provided by the members, but in no event shall the receipt of an invoice be a prerequisite for timely payment of regular monthly or quarterly assessments. Any assessments not paid within 10 days of their due date will automatically incur an interest charge from the due date, and a late fee in accordance with Article VI (A) of the Declaration. Property Management is not authorized to waive these charges for any reason. In unusual circumstances Board members, in their sole discretion, are the only ones who can waive such late charges, although their primary fiduciary responsibility is for the benefit of the Association.

C. Use Restrictions. No parcel shall be used except for residential purposes.

1. Common Area Use. All recreational facilities and common areas on Association property will be used in such a manner as to respect the rights of others, and Board members may schedule their use and may create reasonable rules for use,

duration of use, hours of opening and closing.

2. Maintenance. The owner(s) of each parcel must keep and maintain their parcel, including improvements thereon, landscaping, equipment, and appurtenances, in good order, condition and repair, and must perform promptly, or cause to be performed promptly by a licensed and insured professional, such work as needed. The Board may require any maintenance and repair work on the parcel, which if omitted, would in the reasonable opinion of the Board, adversely affect other Somerset owners and/or the Association. Landscaping and parcel exteriors shall also be kept in accordance with applicable law and local development codes. Replanting and other exterior alterations shall be first approved by Architectural Review Committee of the Board.
3. Refuse Disposal. Disposition of Garbage and trash shall be only by use of receptacles approved by the Association and Collier County. Unless otherwise notified by Collier County (239-403-2358), trash collection will be on Monday & Thursday, recycle collection and bulky trash on Monday, and yard waste on Friday. No refuse or trash (including but not limited to building materials (except when practical during construction), shall be stored or allowed to accumulate on any parcel Except for collections days, all garbage and or trash receptacles must be located within the garage or home. Receptacles are to be put out not earlier than 6 p.m. on the night before the day of pick-up and removed as soon as possible after pick-up, but no later than 6 p.m.
4. Animals. No animals of any kind shall be raised, bred, or kept on any parcel except dogs, cats, or other non-exotic household animals provided they are not kept, bred or maintained for any commercial purpose. Pets must be kept on a leash at all times when outside, and owners and tenants shall promptly clean up any pet waste. Pets are not to be left unattended on lanai areas or other places where barking or other noises are objectionable to neighbors.
5. Garage Use, Visible Parking or Storage. Except for ingress and egress or temporary work, it is suggested that the garage doors should remain at least two-thirds (2/3) closed for ventilation purposes when not in use. Parking in streets or other common right-of-way is prohibited EXCEPT while workmen park during work in progress, delivery vehicles are making deliveries and guests park during the day and evening for social and family gatherings, but never overnight. However, the owners should use common courtesy and respect their neighbors regarding parking.
6. Parking on the Grass: There shall be no parking of motor vehicles on the grass or lawn.
7. Signs. "For Sale" or "For Rent" signs not exceeding 12" by 12" may be displayed on any parcel only if in conformity with the Association's adopted architectural guidelines and as permitted or limited by the covenants and regulations of the Windstar Master Association. "Open House" signs not exceeding 18' by 12" may be

placed in front of the home only on the weekends and holidays. A single "Open House" sign may be placed on common property at the Paget Circle entrance to Somerset. If more than one residence is holding an open house on any given day, owners and/or realtors must coordinate sign placement activities to limit the number of entrance Open House signs to one.

8. Rentals. An entire home (not a portion) may be rented. The Association shall have the right, after reasonable written notice to the owner(s) and or tenants, to terminate the lease upon default by the tenant in observing any of the provisions of the Declaration, the Articles, and Bylaws, the rules and regulations, or of any agreement, document or instrument governing the parcels and residences.
  - a. No parcel shall be leased for less than twenty-eight (28) days or more than three times per year.
  - b. An approved lease application form, a copy of the fully executed lease, together with the \$100 application fee, must be provided to the Association or its designate, not less than thirty (30) days prior to the lease commencement. Failure to submit an application to request approval within fewer that thirty (30) days will result in a charged of a \$50 late fee per incident.
  - c. A copy of the Association documents and these rules and regulations must be given to the tenants by the owner(s), or the owner's agent.
  - d. Approval of a rental will not be issued when a lien is outstanding or an account is delinquent.
9. Privacy Walls. Throughout Somerset there are walls between many of the parcels which, for the purposes hereof, are considered privacy walls. The maintenance of privacy walls shall at all time be a joint responsibility of the owners of the adjacent parcels, not the responsibility of the Association. Joint responsibility notwithstanding, repair, painting, and removal of vegetation that threatens the structural integrity of the wall shall be the responsibility of the individual parcel owner on whose side the work is required.

#### D. Community Pool & Spa.

1. The pool may be used from dawn to dusk only.
2. No Life Guards: All Persons SWIM AT THEIR OWN RISK.
3. A shower is required by the Florida State Board of Health before entering the pool.
4. No glass is permitted anywhere on the entire pool area.

5. Return pool furniture to its original location and secure umbrellas when leaving pool area. Please wipe down furniture.
  6. No diving, jumping, running or horseplay is permitted in pool area.
  7. No animals are permitted in pool area.
  8. When music is played, earphones must be used so as not to disturb other occupants.
  9. During lightning and/or thunderstorms, the pool and pool area must be vacated immediately.
  10. Persons under twelve (12) years of age must be accompanied by adult.
- E. Propane Tanks. Owners, their guest, tenants or invitees of the Association are prohibited from storing propane gas or grills containing propane gas in their home or an enclosed area, including the garage.
- F. Violations. Violations of these rules and regulations or the Association documents should be reported in writing to the Property Manager for action by the Board. Violations will be called to the attention of the violating owner by the president or other officer or director of the Association. The Board shall take such action as necessary preserve the integrity of the Amended Declaration of Protective Covenants, Conditions and Restrictions, including the Rules and Regulations.
- G. Enforcement. Decisions on enforcement of these rules and regulations shall be made by the Board of Directors of the Association which may impose a fine in accordance with Article X (B) of the Declaration. This fining process will be in accordance with the State of Florida Statutes and may include, but is not limited to, any action permitted by Florida law including recovery of sums due for damages, injunctive relief, or any combination thereof.
- H. Fishing: Fishing in a lake or a lake abutting Somerset is a privilege limited to Somerset homeowners and their guests. Only lakefront homeowners and guests may fish directly behind their parcels. All other homeowners and guests may fish in designated common areas.

If any of the foregoing Rules and Regulations enlarge the existing Amended Declaration of Protective Covenants, Conditions and Restrictions, along with the existing Rules and Regulations, then in such event the Amended Declaration of Protective Covenants, Conditions and Restrictions and the Rules and Regulations of Somerset Homeowner's Association shall prevail.

