

SOUTHWIND PRESERVE HOMEOWNERS ASSOCIATION

General Rules and Regulations Introduction

Approved by Southwind Preserve Board of Directors On October 25, 2011 at 6 pm
(SW 2011/randchange 2004.final)

Deed-initiated homeowners associations have become an essential part of the overall concept of residential property ownership in today's marketplace. Purchase of a home in a deed restricted community brings with it mandatory membership in an association which then provides the structure for operation and management of the residential development. This membership mandates certain maintenance obligations, financial responsibilities and a commitment to abide by use restrictions and other rules of the association. To a degree, it necessitates individual conformity for the good of the whole.

Rules and Regulations do not replace documents, but merely supplement those requirements. We are living in an attractive community in close distance to fellow homeowners and common courtesy dictates that our actions not infringe on the rights of other residents. These rules are designed to ensure that each of us achieves the maximum enjoyment and investment of our homes. Each member in our community, whether it is a homeowner, tenant or guest, must abide by the standards of our community and comply strictly with all governing documents, including, but not limited to, the Declarations of Covenants, Bylaws, Modifications Guidelines and these Rules and Regulations to promote the harmony and cooperative purposes of our community.

In some cases these Rules and Regulations expand, augment or duplicate those listed in the Declaration of Covenants. This is done to open understanding and clarifications of the basic regulations under which we live in Southwind Preserve.

If a homeowner is found to be in violation of any of these rules or the requirements of the Declaration of Covenants, the Association's Management Company will notify the homeowner in writing of the infraction.

SOUTHWIND PRESERVE HOMEOWNERS ASSOCIATION

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SOUTHWIND PRESERVE HOMEOWNERS ASSOCIATION

GENERAL RULES AND REGULATIONS

Article II PROPERTY RIGHTS

Section 7 Rules and Regulations, pages 3 & 4

1. Application of Rules and Regulations

These General Rules and Regulations are in addition to the Southwind Preserve Homeowners Association Declaration of Covenants, Conditions and Restriction and shall apply to ALL residents, their families and guests, invitees and lessees of residents of Southwind Preserve (the "Community"). There are no restrictions with regard to children in residency, except children will conduct themselves in accordance with the Rules and Regulations under parental or guardian supervision.

2. Enforcement

Complaints should be reported to the management company in writing or by telephone call. The management company will contact the Board of Directors of the Southwind Preserve Homeowners Association for appropriate action and enforcement.

- A. Minor violations/infractions will, in the first instance, be brought to the attention of the homeowner by the management company.
- B. Repeated infractions, violations of a more serious nature and any unresolved complaints will be referred to the Board of Directors for appropriate action, including the right to assess fines and penalties or enforcement by civil legal process, if necessary, as stated in Article II, Section 7 and Article IX of the Covenants.

3. Destruction of Community Property or Common Areas

The homeowner will be liable for the expense of any destruction, damage or defacement of any community property or common areas caused through their own acts and/or the acts of their family, pets, guests, or contracted vendors. Where the repair of said damage is the obligation of the Association, the expense of repairs shall be assessed against the homeowner as an individual assessment.

4. Lake Use

No boats of any type, swimming or building of docks are allowed except in connection with the maintenance of the lake.

5. Community Property, Community Pool, Community Pier and Common Areas

Residents, their families and guests and invitees of residents agree to abide by the rules and regulations concerning the community property, and common areas and are responsible for leaving these areas in a clean condition. Use of these areas shall be totally at the risk of the individuals using such facilities and not at the risk of the Association. The Association shall not be liable for the negligence of any persons in connection with the use of the community property, community pool, and common

areas. In no event shall children under the age of 12 years be permitted in the pool or pier areas unless accompanied by an adult. Use of the facilities will be in such manner as to respect the rights of others. The community pool shelter cannot be reserved for private events. Adjustment of the pool heater/temperature by any resident or guest is strictly prohibited. A request to adjust the heater must be made to a member of the Board of Directors who will make the adjustment.

6. Rentals

Homeowners renting and/or leasing their home must provide their tenants with a copy of the Rules and Regulations. Homeowners will be notified of a tenant's failure to comply with the Southwind Preserve Rules and Regulations and the Declaration of Covenants.

ARTICLE IV ASSOCIATION POWERS AND RESPONSIBILITIES

A. IN GENERAL

SECTION 5 – ENFORCEMENT OF RESTRICTIONS, Page 6

7. Solicitation

A "No Solicitation" sign is posted at the front entrance gate. No door to door solicitation is permitted. Residents are urged to ask the "solicitors" to leave; then call the Property Manager to report the person/company violating this regulation.

ARTICLE IV ASSOCIATION POWERS AND RESPONSIBILITIES

A. IN GENERAL

SECTION 6 - POWER TO ASSESS, Page 6

8. Notice of Sale

The seller(s) and the buyer(s) shall notify the management company so that the financial obligation of the seller(s) and buyer(s), including all assessments, can be met.

ARTICLE IV ASSOCIATION POWERS AND RESPONSIBILITIES

B. MAINTENANCE

Section 2(b) Owners Responsibility, Page 7

9. Playground Equipment and Sports Equipment

Playground and sports equipment such as, but not limited to tents, play pens, basketball hoops, and badminton nets may be located, when in use, directly behind the residence but shall not be visible from the road.

10. Plantings and Trees

No resident shall allow trees, shrubs or other plantings to encroach upon or create a hazard to the property of an abutting resident or other plantings to encroach upon sidewalk areas.

- A. No resident shall allow trees, shrubs or other plantings to encroach upon or create a hazard, including health hazard, to the property of an abutting resident nor allow the storage of plant debris around the perimeter of the residence or common area. Any vegetation and debris must be stored out of sight from the street and placed at

the curb no earlier than **24 HOURS (PER LEE COUNTY ORDINANCE)** before scheduled weekly pickup. **Vegetation may never be placed on storm sewer grating. LANDSCAPERS AND VENDORS ARE REQUIRED TO TRANSPORT VEGETATION WASTE FROM THE RESIDENT'S PROPERTY.**

11. Condition and Appearance of Homes

It is the responsibility of every homeowner to maintain, replace and repair, at the homeowner's expense, to their home and all appurtenances thereto, including and without limitation, the roof, air conditioner, porch, yard, lanai, mailbox and driveway.

As we are all aware, the overall appearance and condition of our homes directly affect the value of all homes in our development and the desirability of residing in Southwind Preserve. All homeowners shall, therefore, maintain their homes in a good, safe, and presentable condition at all times. Such maintenance shall include but not be limited to, keeping sidewalks clean of dirt, mildew and debris, mowing and trimming of shrubs, and palms on a regular basis, mulch, providing adequate fertilizer, pest control and weeding as necessary to provide a consistently attractive appearance and replacement of any dead or dying plants. Failure to do so shall be grounds for the Board to have necessary work performed at the expense of the homeowner and to secure payment as a special assessment.

ARTICLE IV ASSOCIATION POWERS AND RESPONSIBILITIES

C. INSURANCE AND CASUALTY OR LIABILITY LOSSES

Section 1 Insurance , Pages 7 & 8

12. Safety

No one shall permit any activity or keep anything in a common area that would be a fire or health hazard or in any way tend to increase the insurance rates of the Association.

ARTICLE XI USE RESTRICTIONS

Section 1 Annoyance or Nuisances, page 16

13. Annoyance or Nuisances

No noxious or offensive activity by any homeowner or lessee, including their families, guests and invitees, and animals/pets shall take place on any resident lot or common area which would prevent or interfere with the use and enjoyment of the neighborhood. Such activities include, but are not limited to, loud vehicles, continual loud noise or profanity, constant barking of dogs or repeated property damage caused by domestic pets. The display or shooting of firearms, fireworks or firecrackers is expressly forbidden.

Homeowners should schedule vendors during weekdays (Monday thru Saturday). Nuisance noises (i.e. lawnmowers, pressure washers, etc) by vendors working on Sunday is prohibited unless an emergency situation.

Any nuisance complaints, specifying times and dates, are to be reported in writing or by telephone call to the management company who shall issue notice to correct the nuisance.

If the homeowner fails or refuses to respond to a pet nuisance, then the management company shall proceed to file a complaint with the Lee County Animal Services to begin proceedings und **LEE COUNTY ORDINANCE 6-12 AND 98-10.**

14. Exterior Lighting

NO spotlights, floodlights or other outdoor lighting shall be allowed to reflect on any neighboring property.

ARTICLE XI USE RESTRICTIONS

Section 2 Temporary Structures, Page 16

15. Vehicles

As used herein, the term "vehicles" shall include automobile, pick-up trucks, sport utility vehicles, passenger vans and motorcycles. "Recreational vehicles" shall include boats and boat trailers, motor homes, campers, mobile homes, golf carts and all terrain vehicles.

- A. Residents and residents' family members, including guests, shall be required to park vehicles in garages and on driveways. Temporary parking (48 Hours) of recreational vehicles in driveway or in front of the homeowners' residence shall be permitted. Overnight vehicle street parking is prohibited but guest parking of a temporary nature (48 hours) shall be permitted in front of the homeowners' residence. Cars should be parked in direction of traffic flow. Extended guest parking shall require notification to the Board; **pool parking area is prohibited** unless specific permission is granted.
- B. **No vehicle shall be parked on any lawn or sidewalk**, or if parked in a driveway, shall not extend onto the sidewalk or into the street.
- C. Vehicles shall not be placed on blocks or racks. Inoperable vehicles or unregistered vehicles shall be stored inside garages and concealed from view.
- D. As emergency vehicles need ten (10) feet clearance, two vehicles must not be parked directly across the street from each other.
- E. Commercial vehicles must be parked in garages.
- F. **Speeding is prohibited. A 20 mph speed limit MUST BE ADHERED TO.**
- G. Extended resident parking at the pool is prohibited unless permission is granted by the Board.
- H. "For Sale" signs on vehicles or other items shall be deemed to be a commercial operation and therefore prohibited.

ARTICLE XI USE RESTRICTIONS

Section 3, Signs and Billboards, page 16

16. Residential Use

In-home commercial businesses are prohibited to the extent that customer or client traffic is not permitted and no signage shall be displayed on the residence, lawn or common areas to advertise such business.

Vehicles with commercial signage are prohibited from parking outside of garage. Political signs are not allowed. Garage sales and moving sales are not allowed. Vendor signs may be displayed in yard only when work is being performed. House for sale signs; defined in the Declaration of Covenants.

ARTICLE XI USE RESTRICTIONS

Section 5 Storage and Disposal of Garbage and Refuse, page 16

17. Disposal of Certain Fluids, Debris and Other Objects

All fluids of any kind removed from a vehicle and/or containers thereof, recyclable and hazardous fluids and materials, including but not limited to paint, gasoline, oil, antifreeze, insecticide and other similar items and the containers thereof, shall be properly disposed of consistent with the **LEE COUNTY ORDINANCE** concerning the disposal of non-recyclable and hazardous fluids and materials. No dumping is allowed anywhere within the community or in the preserve abutting the community. Trash, debris and other similar items shall be disposed of consistent with the requirement of the **LEE COUNTY ORDINANCE**.

A. Garbage recyclables and vegetation shall be placed at curbside no earlier than 24 HOURS prior to pick up day.

B. Large items, ie appliances, furniture, etc., will require a prior phone call by the resident to garbage carrier to make arrangements for a pick up.

18. Garbage Cans and Recycle Bins

Garbage cans and recycle bins must be kept in garage or hidden from view.

ARTICLE XI USE RESTRICTIONS

Section 7, Pets, page 17

19. Domestic Pets

A. No animals, livestock, poultry, or farm animals of any kind shall be raised, bred, or kept on any property or common area; however, dogs and cats and other household pets shall be permitted.

B. Under no circumstances shall any animal be kept, bred, or maintained for commercial purposes.

C. All animals must be supervised and leashed or carried when outside of the residence or a fenced enclosure in accordance with the **LEE COUNTY ORDINANCE 98-10**

PETS ARE NOT ALLOWED ON TENDED LAWNS OR IN LANDSCAPED AREAS; PETS ARE RESTRICTED TO SIDEWALKS, STREETS AND/OR COMMON AREAS

- D. No pet shall be kept outside the residence unattended or in any screened patio or porch unattended. Pet tethers shall be located directly behind the residence within a screened patio or porch. **SEE LEE COUNTY ORDINANCE 98-10.**
- E. Any pet that attacks or injures anyone or any other pet or damages property within the community SHALL be removed upon written demand of the Board of Directors per the Declaration of Covenants.
- F. Pet waste SHALL be picked up immediately and disposed of by pet owners whether on private property or on PRESERVE OR COMMON AREAS. **SEE LEE COUNTY ORDINANCE 98-10.**
- G. Pets must be leashed and curbed and not permitted on other resident's property. Pets are not allowed in pool area. For safety reasons, pets are not allowed in community lake.
- H. Feeding of wild cats and/or dogs is NOT allowed; refer to **LEE COUNTY ORDINANCES, PART B, CHAPTER 6**