



Windmill Village at Punta Gorda, Inc.

215 Rio Villa Drive,
Punta Gorda, FL 33950

Office: 941-639-2911
Fax: 941-639-1701

E-Mail: windmill@windmillvillage.org
Website: Windmillvillage.org

Rules and Regulations

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GENERAL INFORMATION SECTION

DEFINITION OF TERMS

Windmill Village is an over fifty-five (55), not-for-profit community owned by its **Shareholders**. **Shareholders** do not own the **assigned lot location** upon which their home is situated; they own a proportionate share of the Windmill Village corporation.

For the purpose of this document, Windmill Village, the Village, the Corporation, the Community, and WMV are interchangeable in use.

Wherever **bold italicized** words are found within this document they will have the following meanings:

Shareholder: The certificate holder of a proportionate share of the Corporation associated with an **assigned lot location**, including any principal of a shareholder entity that is not an individual, including all owners, members, partners including limited partners, direct beneficiaries and any other principal, shareholder, passive investor or other person or entity holding any interest whatsoever in the entity regardless of the value, size, type or percentage of ownership .

Non-Resident Shareholder: A **Shareholder** who has not yet built or completed construction of a home; who has no home currently situated or placed on the **assigned lot location**; or who does not actively and continuously occupy the premises for a minimum of thirty (30) days within any rolling twelve (12) month period within the home situated or placed on the **assigned lot location**.

Resident Shareholder: A **Shareholder** who is not a **Non-Resident Shareholder**.

Resident: Any person residing in a home who is not a **Vendor, Guest** or a **Visitor**.

Renter: A **Resident** who pays rent.

Guest: A person who is invited by the **Resident** to Windmill Village or to a **Resident's** home, and who does not pay rent.

Vendor: A person who is present for the purpose of conducting business including but not limited to contractors, service providers, and delivery persons.

Visitor: A person who is not a **Shareholder, Resident, Guest** or **Vendor**.

Amenity: A desirable or useful feature or facility of a building or place.

Driveway: A surface generally constructed of cement, concrete or pavers, leading from the road to the house, garage, shed or lanai, which surface is usually covered by a carport.

Employee: A person actively employed by Windmill Village.

Occupy: The active and continuous use of the residence for the purpose of living quarters including physical presence and residing within the dwelling and day-to-day common living activities such as sleeping, eating and overnight stays. Mere ownership and visitation without overnight stays and use as day-to-day living quarters is not sufficient to meet this definition. All forms of the term **Occupy** such as **Occupying** or **Occupation** are interchangeable in use.

B. GENERAL INFORMATION

B.1 The corporate office will be open from 8:00 AM to 5:00 PM, Monday through Thursday, and 8:00 AM to 1:00 PM on Fridays with a reasonable closure for a lunch period each day. The Community Manager may reasonably modify office hours from time to time with the approval of the President or the President's designee. Generally, there are no scheduled business hours on Saturday, Sunday, or holidays. In case of a problem, the Community Manager should be contacted. If the Community Manager cannot be reached, one of the members of the Board of Administration should be called. Telephone numbers are posted on bulletin boards and are available on the website.

B.2 Bulletin boards are located inside the Mail Room or at the Recreation Hall.

B.3 Recreational activity rules are posted at the site of the activity or otherwise made available to participants by the activity organizer. All users are responsible for familiarizing themselves with the regulations and policies of the Community activity.

B.4 Recreational areas: At certain times, recreational areas are active with community team leagues and tournaments. Priority of each recreational area will be given on a reservation basis with organized teams, leagues or groups having priority. Other players shall schedule their play during slack periods that do not conflict with league or tournament play.

B.5. Utilities:

Electricity is provided by the Florida Power and Light Co., and each **Resident's** meter will be read and billed directly. It is the responsibility of each **Shareholder** for installation and maintenance of the electrical service to the dwelling. The corporation is not responsible for replacing the main breaker.

Waterlines within the community are the responsibility of the corporation up to the service box serving the dwelling.

Sewer lines within the community are the responsibility of the corporation up to the clean out connection of the dwelling. From the clean out connection through the dwelling is the **Shareholder's** responsibility.

The usage cost of water and sewer is included in the monthly operating assessment fee.

Underground cable television is available to all sites and is the responsibility of the **Shareholder/Renter**.

Internet service is the responsibility of the **Shareholder/Renter**.

B.6. Swimming Pool hours are posted in the pool area. The pool may be closed on occasion during those hours for maintenance, safety or weather-related reasons. Maximum pool capacity is 28 persons and must be adhered to in accordance with County and State requirements. Hours of operation of the pool will be posted, and use of the pool and immediate surrounding area is permitted only during the posted hours. The swimming pool and immediate surrounding area are closed to individual users not participating in the water aerobics activity during scheduled water aerobics.

B.7. US Postal Service mail is delivered to the mail room. For delivery from other services, the physical address of the home is used.

B.8. **Shareholders** will be held directly responsible for the actions of their **Guests, Renters, Visitors and Vendors**.

RULES & REGULATIONS SECTION

SECTION A. GENERAL RULES

A.1. When a violation of the Windmill Village governing documents is noticed, the Manager will notify the person responsible for the violation with a first notice by telephone or email. If not corrected, after a reasonable amount of time, depending on the severity and ability to correct the violation in a timely manner, a second notice will be sent by first-class mail to the person in violation. The Manager will advise the Board of Administration that the second notice has been issued.

At the next Board of Administration regular or special meeting, the Board will decide if the fine and/or suspension procedure is in order or whether an action to recall the share certificate should be started where the violation is an act which endangered life, health, safety, property or peaceful enjoyment of the Community. If the violator is a Renter, Guest or Invitee, the process will be to suspend the violator's right to access the Community.

If it is determined that the fine procedure should be started, a certified letter will be sent to the violator with the date of the Peer Review Committee (PRC) meeting to determine if the fine and/or suspension procedure should proceed. If the PRC approves the fine and/or suspension, the fine starts and becomes due 5 days from the date of

the PRC meeting. The fine will continue for each day the violation continues. The fine is \$25.00 per day and will double after the first 10 days of the violation and will double every 10 days until the maximum daily amount reaches \$100.00 per day will continue until the violation is remedied or until the total amount of the fine is an aggregate of \$1,000.00 per violation. Fines not paid will be collected as permitted by law. Notice and hearing are not required to levy a late fee for nonpayment of assessments. If it is practical, the Corporation may employ someone to correct items such as weeding and house washing and bill the violator for the work plus a 10% assessment. When a violation is not corrected for a period exceeding 90 days, the Board may extend the amount of time for the violation to be corrected or may suspend the voting rights and use of common areas. The Board may also begin the action of recalling the Shares of the violator.

A.2. Legal notices and/or demands are to be directed to the Community Manager at 215 Rio Villa Drive, Punta Gorda, FL 33950 or to such other person as the Corporation may from time to time designate.

²⁰²¹A.3. Signage, Banners & Flags

²⁰²³ **A.3.1. Signage and Banners:** Any **Resident** may display up to 2 of the following signage or banners only (not 2 of each) on their property. No larger than 14" x 20" and must be displayed no higher than 4'. This includes but is not limited to signage, and banners displayed on vehicles and within the boundaries of Windmill Village at Punta Gorda, Inc waterways.

- a. Universities
- b. Sport Teams
- c. Current Seasonal Banners and Signs
- d. Boat Club Banners
- e. Political Signs & Banners (45 days prior to election/3 days after election)

Any **Resident** may display up to 1 of the following For Sale or For Rent signs:

- f. 1 For Sale or For Rent sign no larger than 8 ½ x 11
- g. 1 brochure box no larger than 10" x 14"

Signage and banners must not be displayed in the windows.

Signage and banners must not create any sight obstructions or other safety concerns.

All signage and banners must be displayed in a respectful manner as determined by the Property Manager.

Any signage and banners not listed above in section A.3.1 may be approved or disapproved at the Property Manager's discretion.

²⁰²³ **A.3.2. Flags:** Any **Resident** may display up to 2 of the following flags listed below, up to 5' x 6' in size on their property. This includes but is not limited to flags displayed on vehicles and within the boundaries of Windmill Village at Punta Gorda, Inc waterways.

- a. United States flag
- b. Official flag of the State of Florida
- c. United States Army
- d. Navy
- e. Air Force
- f. Marine Corps
- g. Space Force
- h. Coast Guard
- i. POW-MIA
- j. First Responders
 - i. Law enforcement officers
 - ii. Firefighters
 - iii. Paramedics or emergency medical technicians
 - iv. Correctional officers

- v. 911 public safety telecommunicators
- vi. Advanced practice registered nurses, licensed practical nurses, or registered nurses.
- vii. Persons participating in a statewide urban search and rescue program developed by the Division of Emergency Management.
- viii. Federal law enforcement officers.
- k. Flag of another Nation, providing that the *Resident* is a citizen of that Nation. This flag must not be flown above the American flag.
- l. University and sport team flags, providing that the flag must not be flown above the American flag.

Flags must **not** be displayed in the windows.

Flags must not create any sight obstructions or other safety concerns.

Flying flags from freestanding poles (no more than 20' high) and poles attached to the homes are allowed for section A.3.2. above.

All flags must be displayed in a respectful manner as determined by the Property Manager.

All other flags and poles not listed above in section A.3.2 may be approved or disapproved at the Property Managers discretion.

A.4. **Guests** under sixteen (16) years of age may use all recreational facilities only when supervised by an adult. The use of the Billiard Room by anyone under eighteen (18) years of age is prohibited unless accompanied by a **Resident**.

A.5. Babysitting or keeping children of any age on a regular basis is prohibited.

A.6. All assigned lot location lawns will be mowed and edged, providing there is an adequate barrier, and where easily accessible, by the Corporation. The **Shareholder** is responsible for watering, trimming, fertilizing, weeding, and clipping. If the grounds are not maintained in an acceptable condition, the Corporation, after a courtesy notice, may perform these services at the **Shareholder's** expense.

A.7. Burning or dumping of any trash, garbage, hazardous liquid, and yard waste, etc., on any lot or open area is prohibited. Because the homes are located in close proximity, there will be no wood fire pits, chimneys, or covered fire devices, decorative torches or candles with flames that exceed two inches (2") used in Windmill Village, excluding BBQ grills, unless specifically approved by the Community Manager.

²⁰²¹A.8. Public drunkenness and unruly behavior are PROHIBITED. Violations will be dealt with in accordance with Rule A.1, above.

²⁰²¹A.9. All assessments are payable by the first day of the month. A late fee of twenty-five dollars (\$25.00) will be charged for those received after the 10th day of the month in which they are due.

²⁰²¹A.10. Any item displaying a "for sale" sign (car, motorcycle, golf cart, etc...) cannot be parked for advertising purposes at any common location within the Community, they may be displayed at the **Resident's** home. Watercraft at a dock may display a "for sale" sign. All signs must comply with the size restriction in rule A.3.

²⁰²¹A.11. Prior to digging for any reason in the Community, you must notify the corporate office so that a buried Community owned structure can be located by our maintenance personnel. In addition, you must call 811 for the marking and locating commercial underground utilities. Failure to do so will result in the **Shareholder** being held liable for all expenses associated with repair and/or replacement of any damage caused to the Community or commercial underground structure.

²⁰²¹A.12. The sale of alcohol is PROHIBITED.

²⁰²³A.13. No smoking or vaping is allowed in the Recreation Hall, Verandas, Chiki Huts, Mailroom, Woodworker

Shop, Swimming Pool area, Maintenance building, Office, Corporate Docks and on boats moored on Windmill Village property and surrounding area. (This no smoking policy includes smoking electronic cigarettes or e-cigarettes).

A.14. All guests under the age of 16 are prohibited from driving golf carts even if assisted by an adult.

²⁰²¹A.15. Trash is picked up according to the Charlotte County schedule and should be put out on the morning of the day of collection, but not earlier than 6 PM on the day before the scheduled pickup day. Recyclable items and newspapers (the yellow top bins) will be picked up as scheduled by Charlotte County. Trash and garbage containers must be stored on the **Resident's assigned lot location**, in a neat and orderly fashion. Trash containers must be returned there as soon as possible after being emptied. Pick-up of large items such as appliances, furniture and carpet, etc., requires a call to Waste Management by the **Resident** to make arrangements if required at the **Resident's** expense.

²⁰²¹A.16. Yard trimmings must be cut no longer than four (4) ft. in length and tied in manageable bundles no more than (3) ft. in diameter and weighing no more than forty (40) pounds. All loose clippings that cannot be bundled and tied must be in a container and placed curbside on Monday through Thursday for Community personnel pick-up. NO yard trimmings are to be put out on Fridays, Saturdays, or Sundays.

A.17. Swimming Pool hours are posted in the pool area. The pool may be closed on occasion during those hours for maintenance, safety or weather-related reasons. Maximum pool capacity is 28 persons and must be adhered to in accordance with County and State requirements. The swimming pool is closed during scheduled water aerobics.

²⁰²¹A.18. Water is received from the City of Punta Gorda. **Residents** must abide by the city's water restrictions as published and use their street number to determine when they are allowed to water their lawns and wash their vehicles, boats, pavers or **Driveways**. The water restrictions will be posted on the bulletin boards and updated as changes are noted. **Residents** should conserve the use of water. Excessive watering is not permitted. Lawn watering is only allowed before 8 AM or after 6 PM twice per week, if needed. Hand watering is allowed any time provided a shut-off nozzle on the hose is used, so water is not wasted. Irrigation systems must be turned off when leaving for the summer. Prior to installing or modifying an irrigation system, an RFM must be submitted for approval. Specifications must include a water sensor and timer.

^{04/19/22}A. 19. Reasonable exceptions to forego restrictions with respect to age of ownership will be allowed upon unanimous approval of the BOA.

²⁰²¹A.20. Quiet time is to be observed between the hours of 10:00 p.m. and 7:00 a.m. This also applies to all **Vendors**.

²⁰²¹A.21. All **Residents**, adult **Guests**, and **Visitors** are required to wear shirts or a coverall when walking, jogging, riding bicycles and/or driving golf carts in the Community. (A towel does not constitute a coverall).

²⁰²¹A.22. Walkers or joggers must, for safety, face oncoming traffic and are required to carry illumination at night and early morning. (Bright or reflective clothing is preferred).

²⁰²¹A.23. Bicycles and golf carts must operate with the traffic flow and are required to be illuminated at night. All traffic rules must be adhered to.

²⁰²¹A.24. No contractors will be allowed to work within Windmill Village on Sundays or Community recognized holidays unless it is an emergency repair such as plumbing, AC, flood damage or electrical issues. Utility providers such as Florida Power & Light are excluded from this ban. Exceptions to this can be granted by the Community Manager if requested in advance, but approval would be rare and only in extreme circumstances.

SECTION B. SALE, RENT OR USE OF SHAREHOLDER'S DWELLING *See Bylaw Section 11 and Section 13

B.1. The Community Manager must be informed of all proposed selling or renting of dwellings.

²⁰²¹B.2. A fee will be required to be submitted with the application to purchase. No **Occupancy** will be allowed until the application is received and approved by the Corporate Office.

B.3 An Application to Rent must be completed by the **Shareholder**, signed by the prospective **Renter**, and submitted to the Corporate Office for review at least five (5) business days prior to **Renter's** anticipated arrival. A one-hundred dollar (\$100.00) non-refundable fee will be required to be submitted with the application to rent. Upon arrival, the **Renter** must complete the **Renter's** Check-in Sheet at the Office.

B.4. All **Renters** and/or **Guests** of absentee **Shareholders** must register at the Corporate Office upon arrival and must complete the Registration Check-in Sheet. If arrival is during non-business hours, **Renters** or **Guests** must register before noon of the next business day.

SECTION C. SECURITY

²⁰²¹Soliciting or peddling is prohibited, with the exception of **Shareholder** canvassing and scheduled caterers/food trucks for an event. If anyone refuses to leave the Community or Corporate Office, the Sheriff's Department will be contacted immediately.

SECTION D. MANUFACTURED HOME SET UP REQUIREMENTS

D.1. Manufactured homes to be set in Windmill Village must have prior approval of the Board of Administration and be less than five (5) years old. The applicant must submit a Request for Modification (RFM), drawn to scale, showing the proposed unit, the adjoining units, and all setbacks. The RFM must also indicate the proposed location of the carport, shed, **Driveway**, electric service, air conditioner, stairs, and all other protrusions into the setbacks.

D.2. Manufactured Home set up must conform to Windmill Village Bylaws, Rules & Regulations, and all local and state codes and be completed within one (1) year of placement on the **assigned lot location**. If applicable, this includes completion of the carport, garage, attached shed, skirting, and sufficient landscaping to prevent soil erosion.

²⁰²¹D.3. The owner of the proposed new dwelling is responsible for the site preparation and grading and has a duty to prevent storm water from his **assigned lot location** from flooding onto adjacent lots. Storm water must not be allowed to collect under a dwelling.

D.4 The placement of incoming manufactured homes, as well as any modifications to existing manufactured homes, must conform to the following setbacks:

- a. Twenty (20) feet from the high-water mark on waterfront locations;
- b. Ten (10) feet from the rear property line on all non-waterfront properties including rear property lines abutting common property areas owned by the Community;
- c. Ten (10) feet from the pavement line of all internal community streets;
- d. Six (6) feet from all side property lines other than those governed by sub-section c. above;
- e. Twenty-five (25) feet from any non-waterfront outside Community boundary abutting any property not owned by the Corporation;
- f. In the case of a non-waterfront corner location, ten (10) feet from the pavement line on both sides that border the street and six (6) feet from the property lines of the two (2) remaining sides;
- g. No variance shall be given for any of the above D.4 sub-sections except:

A variance may be approved by the Board of Administration to allow an air conditioner or steps to protrude into the required setbacks that are addressed in sub-sections a, b, and e above.

A variance may be approved by the Board of Administration to allow placement, into the required setbacks, of a removable and non-obstructive ground cover (such as pavers, slate tiles, and stones) that would not impede vehicles such as a maintenance golf cart or lawnmowers from routinely traversing the ground cover.

A variance may be approved by the Board of Administration within any setback for improvements as required for a valid Americans with Disabilities Act request, provided that the improvement requested is approved in writing by the Charlotte County Building Code Department. Any temporary variances granted under these conditions would terminate when the ADA request of the requesting **Shareholder** is no longer required including but not limited to when the disability ceases, the disabled **Shareholder** dies, or the premises cease to be **Occupied** by the disabled **Shareholder**. Within 120 days from the date the variance is no longer needed; the property must then be made to comply with normal setback requirements at the cost of the current **Shareholder**. All variances granted in accordance with this section shall be deemed temporary variances that must be removed in accordance with these provisions unless the variance includes modifications or installation of a permanent structure or permanent equipment such as a structure or equipment footed in concrete which cannot reasonably be removed or unless specifically approved as a permanent variance by unanimous vote of the Board.

D.5. The size of a unit's location, or of any adjoining locations, as depicted on the lot plans of the Community, cannot be increased or decreased to accommodate the placement of a dwelling.

D.6. Locations cannot be combined to accommodate a dwelling.

D.7. Downspouts that extend to the street must be underground from the vertical downspout to the edge of the street.

²⁰²² D.8. All new electrical panels and ducted central air conditioning units must be installed as close as possible to the dwelling and cannot be placed on the street side(s). Single room window air conditioning and single room mini split air conditioning units may be used but should be placed so that they appear neat. _

D.9. Every dwelling must have an operational, five (5) to six (6) foot tall white post light installed five (5) feet from the street and five (5) feet from the house side of the **Driveway**. The light must operate from dusk to dawn every day and must utilize the equivalent of a white forty (40) watt bulb (with the exception of holiday lighting). The fixture must be a white colonial style carriage lamp together with a white photocell style post. The light must be installed and operational within ninety (90) days after the certificate of occupancy is issued. If the light becomes non-operational and the **Shareholder** fails to correct the problem within ten (10) days, the Corporation can make the necessary repairs at the **Shareholder's** expense.

D.10. All dwellings must have a carport and/or garage, and it must have the appearance of being an integral part of the dwelling.

D.11. All sheds must be under the carport and be part of the dwelling, structurally attached to the roof and/or the manufactured home.

D.12. All concrete must have prior approval. Blacktop, asphalt and other similar materials are not permitted anywhere on the **assigned lot location**.

D.13. Skirting made of flexible material must be installed in accordance with the following minimum requirements:

- a. The support system must be anchored securely to the ground, a concrete foundation, a treated wood base, coated steel or other decay resistant material, in a manner to resist lateral movement at the support base. (Note: lattice work or landscape spikes are not acceptable)
- b. The upper support system must be attached solidly to the manufactured home frame.
- c. The skirting material must be fastened top and bottom to these supports.
- d. Installed heights over 30 inches must incorporate an additional horizontal support equidistant between the upper support and base mounting points. The skirting material must also be firmly attached to this additional horizontal support.

D.14. Underfloor Enclosures

For the purpose of these Rules and Regulations, an "Underfloor" is defined as the area beneath the floor of any dwelling where the floor of such dwelling is situated at a height of more than six (6) feet above the existing ground level grade; and an "Elevation Enclosure" is defined as a modification, construction, or installation that creates a

substantially enclosed or partially enclosed space in the Underfloor. An Elevation Enclosure is required for each dwelling placed in Windmill Village on or after May 1, 2025, with construction of such Elevation Enclosure being complete within ninety (90) days of placement of the dwelling. The Elevation Enclosure must install a minimum of three (3) full walls to enclose the space included in the Underfloor.

The Elevation Enclosure must include solid walls and may include doors or windows such as the construction of a garage or storage area. The Elevation Enclosure must be structurally attached to the ground and to the top of the Underfloor. The Elevation Enclosure must be made of durable materials consistent with having the aesthetic appearance of being an integral part of the dwelling. Lattice work is prohibited, and landscaping and installation of natural plants is not sufficient to comply with these provisions. Any area of the Underfloor not enclosed by the Elevation Enclosure or visible from any area must at all times have a clean, neat, and aesthetically pleasing appearance. Use of the Underfloor not enclosed by the Elevation Enclosure may be used to park vehicles, trailered boats, motorhomes, travel trailers, and golf carts; any other items including but not limited to trash bins, tools, and sporting equipment must be stored inside the Elevation Enclosure.

A dwelling situated at a height of six (6) feet or less above the existing ground level grade is not considered an Underfloor and shall be required to have full skirting.

Shareholders are solely responsible for development and construction of a design that complies with these Rules and Regulations; for obtaining necessary permits and approvals from local authorities; and for obtaining a properly completed, submitted and approved Request for Modification prior to commencement of construction. These regulations are intended to supplement and not supersede any applicable local, state, or federal laws and regulations, including those related to floodplain management.

D.15. "The placement of a manufactured home, carport, shed, **Driveway**, concrete, pavers, skirting, landscaping, or any other improvement must not obstruct reasonable access to existing or future sewer lines, water lines, electrical lines, drainage facilities, or other utilities or infrastructure serving the community, the assigned lot location or adjoining locations.

When maintenance, upgrades, repairs or replacement of any sewer lines, water lines, electrical lines, drainage facilities, or other utilities or infrastructure is done, all costs associated with the removal and replacement of landscaping and pavers shall be the sole responsibility of the **Shareholder**."

SECTION E. ASSIGNED LOT LOCATION DETERMINATION

Upon request for placement, replacement or any additions, modifications, rearrangements or changes to an existing unit, the following methodology will be used to determine the assigned lot location.

- E.1. Existing plot plans will be reviewed to determine location size and placement of utilities.
- E.2. The size of a unit's location, or of any adjoining locations, as depicted on the plot plans of the Community, cannot be increased or decreased as a result of the assigned lot location measurements or as a result of, or in conjunction with, the requested modification.

SECTION F. MODIFICATIONS TO EXISTING DWELLINGS OR STRUCTURES

²⁰²⁵F.1. Modifications, additions, rearrangements or changes to existing, dwellings, porches, **Driveways**, sheds, lanais, docks, or any existing structural properties require a Request for Modification (RFM) form properly completed, submitted and approved prior to commencement. The RFM must meet all Windmill Village Bylaws, Rules & Regulations as well as state and local codes including, but not limited to obtaining proper permits or licenses. (SPECIAL NOTE: When an RFM is presented to the BOA that requires a variance to our Rules, the RFM must be accompanied by Contractor's Certification that the RFM can be accomplished as shown on the layout drawn to scale. If at the time of performing the desired modification it is found that it cannot be accomplished as shown on the layout, all work must stop and the BOA must meet to approve the new/revised proposal).

F.2. The modification must conform to the same setbacks and variance approvals as described in Section D.4., Manufactured Home Set-up Requirements.

F.3. Replacement, repair or installation of vinyl, polypropylene or other similar skirting must meet the requirements of Section D.13., Manufactured Home Set-up Requirements.

F.4. Pavers:

a. The total of paved areas must not exceed 40% of the assigned lot location, excluding the footprint of the dwelling and carport and front **Driveway**. (The 40% is subject to county guidelines.)

b. Pavers must be level with the street surface (No curbing permitted). Pavers on the side setbacks must be level with the adjoining assigned lot location.

F.5 Request for Modification Process and Approval Authority.

Any modification, alteration, addition, change or improvement to a home or lot requires submission of a Request for Modification (RFM).

Except as otherwise specifically provided below, all RFMs require the approval of the Board of Directors, and no work may begin on any project until approval has been granted.

The Community Manager is authorized, without a vote of the Board, to approve RFMs limited solely to the following minor modifications, provided all current applicable standards are met and current rules are followed:

1. Planting or removal of flowers, shrubs, trees or other related outdoor plantings or decorative items including but not limited to fountains, statues, and planters.
2. Installation or removal of pavers, provided required green space and drainage requirements are maintained.
3. Minor replacements or repairs such as replacing a door or a window, provided that the work complies with all current rules and is strictly like-for-like, meaning the repair or replacement is exactly as it existed prior to the damage, including but not limited to
 - a. The same size and dimensions,
 - b. The same configuration,
 - c. The same location,
 - d. The same materials, and
 - e. The same appearance.

For purposes of this rule, a change in color does not constitute a change in appearance when the finished appearance remains fully compliant with all rules, architectural and design standards, and is clean, neat and aesthetically pleasing.

Meeting the eligibility criteria does not guarantee approval. The Community Manager's approval authority under this rule is discretionary and may be withheld or referred to the Board at the Community Manager's sole judgment, even if the project otherwise appears to meet the eligibility criteria.

Approval by the Community Manager under this rule does not waive the Board's ultimate authority or the corporation's right to enforce compliance with governing documents or applicable standards.

SECTION G. OVERALL APPEARANCE OF DWELLING AND SITE

²⁰²⁵G.1. A properly completed, submitted and approved RFM is required for a structure of any type to be placed or erected on any **assigned lot location**.

G.2. Landscaping of any type shall NOT obstruct or block the view of vehicle operators or stop signs. The

Corporation reserves the right to trim obstructing landscaping so as to maintain a safe environment within WMV.

²⁰²¹G.3. The exterior of the dwelling and grounds must be maintained in a neat and attractive manner and kept free of all debris and weeds in landscape areas. Storage in open areas of a carport is limited to: vehicles, trailered power boats, non-powered watercraft, utility trailers, cooking grills, bicycles and RVs. Trash and garbage containers must be stored on the **Resident's** assigned lot location in a neat and orderly fashion. Washers, dryers, refrigerators, freezers, and other appliances cannot be placed or stored outside of any dwelling or shed. Visual appearance of the carport area is at the discretion of the Community Manager.

²⁰²⁵G.4. The planting or removal of shrubs and/or trees is the responsibility of the **Shareholder** and due to the danger involved in damaging underground utilities, no digging of any kind will be allowed without prior notification to the Community Manager, completing, submitting and obtaining approval of an RFM showing proper permitting (if required), and calling 811. See Rule A.11

G.5. Fences (including hedges and shrubs as barriers) are prohibited on assigned lot location.

G.6. Clothes are not to be hung in any location that involves the exterior of the dwelling. The Corporation provides a drying area beside the mail room.

G.7 General Departure and Hurricane Rules

- A. Departing **Residents** leaving for two (2) weeks or longer are required to notify the office ten (10) days in advance of departure. Information included in the departure form will be, but not limited to, current Community address, northern address, northern telephone number, emergency contact person including telephone number, person looking after WMV location (weeds, Hurricane prep etc.) including telephone number. You are ultimately responsible should the person looking after your assigned lot location be unavailable when needed. It is understood that in some instances, notification ten (10) days prior to departure is not possible and may be excused by the Community Manager.
- B. All **Unoccupied** locations in WMV will be looked after in accordance with G.3 and G.4 above when the **Shareholder** or **Renter** is not in residence. The name and telephone number of the person looking after the location must be given to the Office prior to leaving.
- C. ²⁰²³ All portable items, exclusive of automobiles, and tied down boats and golf carts, must be removed from the carport, all portable pots, bird baths, landscaping decorations, door mats, garbage containers, barbecues, bicycles, patio furniture and flags on the light posts must be stored inside your home or shed, when the home is to be **Unoccupied** during Hurricane season (June 1 to November 30) in excess of one week and within six (6) hours after issuance of a hurricane alert by the national weather service. Large pots that cannot be moved must be tied down using sturdy stakes. Steps must be properly anchored.
- D. If a **Resident** or person taking care of the residence is not present when a hurricane alert is issued and it becomes necessary for the Corporation to arrange for removal of non-stationary objects from your assigned lot location, clean-up will be billed to the **Shareholder** at the rate of \$100.00 per hour, with a one-hour minimum billing charge. Items removed will be placed in the **Shareholder's** shed or home, if possible, otherwise, they will be disposed of at the Corporation's discretion. Items will not be stored in Corporate facilities.
- E. Boat lift covers will be permitted. Boat lift covers must be constructed according to the applicable state and local codes. In the event of Tropical Storm or Hurricane warnings, removable tops must be removed in accordance with state and local codes.

²⁰²⁵G.8. Holiday decorations must be removed no later than two weeks following the holiday.

SECTION H. ANTENNAS

²⁰²¹H.1. With an approved RFM, small antennas may be installed, with structural considerations, on the dwelling, shed, or a post as close to the dwelling as possible. Where practical, antennas are not to be installed on the street side of the dwelling.

H.2. Transmitting antennas may be allowed with permission from the Community Manager.

SECTION I. PETS

²⁰²¹I.1. Pets must be registered with the Community Manager. All pets must be housed within the interior of the dwelling. Pets cannot be tethered or chained on the **Resident's** location. Pets are prohibited in all recreation areas, common grounds and/or corporate buildings (mailroom, corporate office, clubhouse, pool area, woodworking shop or pavilion). They may be walked on a leash not longer than six (6) feet only on a **Resident's** location, but they must **not** be walked on the streets in the Community or from one home to another. The **Resident** is required to pick up after their cat/dog immediately.

I.2. When embarking or disembarking a pet from a vessel in the main marina, the transporting vehicle must be parked in the closest available parking space to the dock walkway ramp. The pet must be carried or walked on a leash not longer than six (6) feet to or from the vessel.

I.3. If any pet is found loose in the community, the owner will be notified if possible, and if unable to locate the owner, animal control will be notified.

²⁰²¹I.4. A first notice will be given by the Community Manager in writing for complaints about noisy or unruly pets. A second complaint will be followed by a certified letter. If a third complaint is received the pet must be removed from the Community within three (3) days. Failure to remove the pet will result in action taken under A.1 above.

²⁰²¹I.5. Pets cannot be put in pens or enclosures outside of the dwelling. Pets will be permitted inside the screen room only when owners are present in the screen room.

²⁰²¹I.6. **Residents** and/or **Guests/Visitors** are allowed a maximum of two (2) pets per location. The maximum weight for a pet is forty (40) pounds. When weight is questionable, the Community Manager will require written documentation of the pet's weight from a certified veterinarian's office.

²⁰²¹I.7. The following breeds of dogs are considered aggressive and are prohibited; Akita, Chow, Doberman, German Shepherd, Great Dane, Pit Bull, Rottweiler, Wolf, Wolf Hybrid or any mix of these listed animals. Snakes, monkeys and ferrets are also prohibited. Any pet that has shown signs of aggressive behavior in the Community must wear a muzzle when outside the home, and if behavior continues must be removed from the Community.

I.8. The feeding of wild, feral or stray cats, birds or animals is strictly prohibited.

I.9. Service and Emotional Support Animals

- a. Service Animal - We may ask, if the disability is not obvious: a) If the person needs the animal because of a disability; b) What work or tasks the animal is trained to perform. (ADA)
- b. Emotional Support Animal (ESA) - We may ask for written certification from a physician, psychiatrist, social worker, or other mental health professional indicating the ESA provides emotional support alleviating one or more identified symptoms or effects of a person's existing disability. (FHA)
- c. Service Animals and Emotional Support Animals, as well as "housing providers", must conform to the current Fair Housing Act and Americans with Disabilities Act. It should be noted that these two acts treat these animals differently under current rules.

Statute 413.08(9) "A person who knowingly and willfully misrepresents herself or himself, through conduct or verbal or written notice, as using a service animal and being qualified to use a service animal or as a trainer of a service animal commits a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083 and must perform 30 hours of community service for an organization that serves individuals with disabilities, or for another entity or organization at the discretion of the court, to be completed in not more than 6 months."

SECTION J. VEHICLES AND PARKING

J.1. The following vehicles are permitted for use within the community provided they are operated in a lawful, safe,

and reasonable manner and in compliance with all community rules:

- Passenger automobiles
- Vans
- Pickup trucks
- Motorcycles and motor scooters that are street-legal and properly registered
- Electric Bicycles
- Golf carts (electric or gas-powered)
- Recreational Vehicles (RVs), including motorhomes and camper vans

The operation, parking, storage, or use of the following vehicles require prior written authorization from the Community Manager for use anywhere within the community, including but not limited to streets, **Driveways**, paver pads, lots, common areas, easements, and under carports:

- All-terrain vehicles (ATVs)
- Utility task vehicles (UTVs)
- Side-by-side vehicles
- Dune buggies
- Dirt bikes or off-road motorcycles
- Go-karts
- Any off-road, recreational, or specialty vehicle not designed or licensed for normal street use excluding golf carts

No vehicle may be operated or maintained in a manner that creates excessive, unusual, or disruptive noise, vibration, fumes, or disturbances that interfere with the peaceful enjoyment of other **Residents**. Vehicles with modified or unusually loud exhaust systems are prohibited, regardless of vehicle type.

This rule does not apply to:

- Emergency vehicles
- Government or utility vehicles
- Trucks operated by contractors or service providers performing work within the community

J.2. Parking in common areas is limited and intended for the use of **Residents**, **Guests**, and **Visitors** while using the facilities where the parking area is located including the Clubhouse, Swimming Pool, Bocce Ball Courts, mail room, and other common areas. Common parking areas are not intended for routine parking. When a **Resident's Driveway** is inadequate to provide parking space for the **Resident** or **Guests**, temporary parking is available without the need for specific approval during the hours 7:00 a.m. to 11:00 p.m. Overnight parking from 11:00 p.m. to 7:00 a.m. in designated common parking areas is permitted only with written permission from the Community Manager for a period not to exceed fifteen (15) consecutive days. If required by the Community Manager, a parking pass will be provided and must be prominently displayed in the front windshield area. If space is available, common area parking will be approved first to **Residents** who are having work being done to their **Driveway** or home, and then to overnight **Guests** of a **Resident**. The Community Manager will have the discretion to approve additional common space parking as needed.

J.3. Parking of the following vehicles, the type of which will be determined by the vehicle registration, is allowed on **Driveways**, paver pads, in garages and under carports: passenger automobiles, pickup trucks with no more than two axles, motorcycles, bicycles and golf carts. Parking of camping trailers, motor homes, recreational vehicles and trailered boats is allowed under the carport. Temporary parking of camping trailers, motor homes, recreational vehicles and trailered boats is permitted in uncovered **Driveways** and on pavers for the limited purpose of minor periodic maintenance, cleaning, loading and unloading for a period not to exceed 48 hours.

When the owner will be absent from the community for more than fifteen days, parking and storage of any vehicle including recreational vehicles, motor homes, camping trailers, and similar vehicles, as well as trailered boats or watercraft, is permitted under carports provided that any such vehicle is properly secured prior to the owner's departure. For purposes of this rule, a vehicle is properly secured when the vehicle, recreational vehicle, or boat parked beneath the carport is stabilized to minimize movement, and is left in a condition suitable for remaining unattended during high-wind or storm conditions including the engagement of parking brakes, using wheel chocks or other appropriate stabilizing devices, tying down vehicles as needed to minimize the risk of threats to safety or property, and ensuring that trailered boats or watercraft are secured to the trailer and the trailer is secured to the **Driveway**.

Parking of any vehicle not specified or addressed within this rule will require the written approval of the Community Manager. All vehicles parked within the community are required to be operational and in road-worthy condition. Non-operational or derelict vehicles are strictly prohibited in all locations.

J.4 Parking on roads within the community is restricted. Short-term parking on the roads is permitted only when necessary for the purpose of loading, unloading, performing work on the residence, or other similar activity, and any such parking is limited to daytime hours. Any parking on roads beyond the strict allowances in this paragraph require the written permission of the Community Manager.

J.5 Parking on the grass on the two corporate lots (1 and 3 Holland) is allowed for events and for commercial vehicles doing work for the Corporation with the approval of the Community Manager. Golf cart parking is allowed on the grass on the west side of the Clubhouse as well as at Zuyder Zee to access boats docked at the marina and to use kayak facilities. No golf cart parking is allowed in or around the Pavilion, tiki huts, pool area, or other recreation area.

J.6. The speed limit in Windmill Village is 15 MPH. Drivers of all cars, vehicles including golf carts and bicycles are required to adhere to this speed limit and to stop at all posted stop signs. No vehicles can be parked in another's assigned lot location or **Driveway** without obtaining prior permission from the location's Occupant.

SECTION K. RECREATION HALL

K.1. The Social Club and the Board of Administration will submit their calendar of activities (for the following calendar year only) to the Corporate Office for scheduling no later than June 1st of each year.

K.2. Any activity that needs to be scheduled after the calendar has been set will need to go through the Corporate Office for approval.

- a. ²⁰²¹ Use of the Recreation Hall and its amenities, including the pavilion, is limited to **Residents**, along with **Guests** and **Visitors** of the host **Resident**. The **Amenity** Reservation Form and the policy containing specific guidelines as to the reservation and use of the Recreational Hall, its amenities, and all other recreational common areas are available in the Corporate Office. With the exception of life events, such as weddings, funerals, anniversaries, etc., **Residents** will not be allowed to reserve the Recreation Hall and/or pavilion when less than 50% of the expected attendees are not Windmill Village **Residents**, or unless advance permission is granted by the Community Manager.
- b. ²⁰²⁰ The Recreation Hall, or any other Corporate facility, shall not be reserved for fundraising activities without the approval of the Board of Administration unless all the funds raised remain in, and benefit, the Windmill Village Community.
- c. **Guests**, either overnight or day cannot be prohibited from attending any Community wide event at the Recreation Hall if accompanied by a **Resident**, provided they have met the same requirements as the **Resident** (such as a ticket purchase, if required). Only **Residents** and overnight **Guests** are allowed to participate in any portion of an event where money or prizes of value are awarded. Board of Administration activities is only open to **Shareholders**.
- d. There will be no advertising of approved functions to the general public or outside Windmill Village unless approved by the Board of Administration. If approved by the Board of Administration, the advertising

must state that “no pets may be brought into Windmill Village”.

²⁰²¹K.3. After each function, the Recreation Hall, pavilion or any other Corporate amenity/area must be left in a clean and orderly fashion.

SECTION L. STORAGE YARD

L.1. The storage yard is used for Windmill Village maintenance equipment and for storing watercraft trailers and open utility trailers for **Shareholders/Renters** who can provide proof of ownership.

No trailer may be stored in the storage yard without written approval of the Community Manager. Any trailer, vehicle, or other item parked or stored in the storage yard without the written approval of the Community Manager is subject to being towed or otherwise removed at the owner’s expense without notice. Only one trailer per assigned lot location may be allowed in the trailer storage yard except during the months of May, June, July, August, September, October and November. Multiple trailers owned by one **Shareholder/Renter** will only be allowed with the Community Manager's written approval. Space will be assigned on the basis of availability; however, there is no guarantee that space will be available to everyone. Space is assigned solely by the Community Manager, and no space may be assigned, gifted or otherwise transferred without written approval from the Community Manager. Space for storage of watercraft trailers is intended for use by **Residents** whose watercraft is owned, used and located at Windmill Village. The space is not intended for the storage of any watercraft trailer for a **Resident** who does not own and operate a watercraft at Windmill Village. It is the responsibility of the **Resident** to notify the Community Manager when a watercraft is sold, or the **Resident** otherwise ceases to own or operate a watercraft within Windmill Village. Once a **Resident** ceases to own or operate a watercraft within Windmill Village, the **Resident** must remove the trailer from the storage yard within ten (10) days. At that time, the **Resident** will be removed from the trailer storage yard reserved space list and may request to be added to any existing waiting list. Notwithstanding the above, in the event a **Resident** sells or otherwise ceases to own a watercraft with the intention of obtaining a different watercraft, the **Resident** may continue to maintain storage of a watercraft trailer and/or reservation of space for the storage of a watercraft trailer for a period not to exceed 90 days. Except as otherwise specified in this paragraph, no **Resident** will be eligible for trailer storage space unless the **Resident** owns and actively uses a watercraft for which the trailer is intended within Windmill Village.

The priority of space assignment is:

- a. **Resident Shareholders.**
- b. **Renters.**
- c. **Non-resident Shareholders.**

²⁰²⁵L.2. All trailers must have the Windmill Village trailer registration sticker displayed in an easily observed location. All trailers must display the **Shareholder’s** name and street address in an easily observed location using letters and numbers a minimum of 1” high. All trailers must be maintained in good repair and condition, including immediate repair of flat tires, allowing movement of the trailer at any time.

²⁰²¹L.3. The capacity of the storage yard is to be determined by the Community Manager.

²⁰²¹L.4. For the purpose of maintenance and/or repairs, and for loading/unloading, **Residents** will be allowed to park their boats on their trailer, and RVs for a period not to exceed five (5) days, with the prior approval of the Community Manager. Additional time may be granted by the Community Manager if space is available. Care must be taken to ensure that traffic is not impeded. All work performed on boats and RVs in this area will be done at the owner’s expense and liability and must conform to EPA requirements.

²⁰²⁵L.5. For **Shareholder/Renter** wishing to store a trailer in the storage yard must submit a properly completed request form to the office and obtain written approval from the Community Manager prior to storing the trailer in the yard. Each form must be accompanied by proof of ownership such as a trailer registration in the name of the **Shareholder** or **Renter**. For boat trailers, proof of ownership of the boat docked either in Windmill Village waterways or at a dock that is immediately adjacent to Windmill Village property is acceptable. At the time of

submission of a properly completed request form, if no space is available, the Community Manager shall delay approval and place the requestor on a waiting list. The waiting list shall be arranged in a manner giving priority first to the category of **Resident Shareholders**, then to the category of **Renters**, and finally to the category of **Non-Resident Shareholders**, each on a first-come, first-served basis within each category. In the event any person changes categories such as changing from a **Renter** to a **Resident Shareholder**, a new request form must be submitted and placed in line with the appropriate category at the time of the change.

L.5. The maximum size of a utility trailer must not exceed twenty feet (20') in overall length.

L.6. Anyone having a boat and/or trailer in this area does so entirely at their own risk.

SECTION M. WINDMILL VILLAGE WATERWAYS, DOCKS, DAVITS AND LIFTS

Shareholders must obtain a properly completed and approved Request for Modification from the Corporate Office prior to commencement of construction of any dock, davit or lift or similar structure. Floating platforms, not used as docks, are not permitted. (SPECIAL NOTE: When an RFM is presented to the BOA that requires a variance to our Rules, the RFM must be accompanied by Contractor's Certification that the RFM can be accomplished as shown on the layout drawn to scale. If at the time of performing the desired modification it is found that it cannot be accomplished as shown on the layout, all work must stop and the BOA must meet to approve the new/ revised proposal).

The following rules apply:

- Total accumulated width of docks, davits, lifts and boats along a seawall cannot extend into the waterway more than one fourth (1/4) of the width of the waterway.
- Any dock situated within the jurisdiction of Windmill Village at Punta Gorda, Inc., including docks situated on waterways bordered by corporate-owned land and over which the corporation holds all associated riparian rights, cannot be more than sixteen (16) feet in length.
- No part of the dock, davit, or boat lift may be attached to a seawall. The **Shareholder** is responsible for any damage to the seawall caused by the installation of, and use of, a dock, davit or lift. In cases where there are existing docks, davits, or lifts on the seawall, or attached to any object behind the seawall, the **Shareholder** is responsible for any damage to the seawall caused by the use of the dock, davit, or lift.
- No part of the dock, davit, or boat lift may be attached to the cap of the riprap. The **Shareholder** is responsible for any damage to the cap or riprap caused by the installation of, and use of, a dock, davit or lift. In cases where an existing dock, davit, or lift is on the cap or riprap, the **Shareholder** is responsible for any damage to the cap or riprap caused by the use of the dock, davit, or lift.
- Docks installed over riprap need to extend further into the canal or creek in order to reach into deeper water beyond the riprap. Approval for these larger docks will be considered by the Board of Administration on a case-by-case basis.
- Installation of any piling or post penetrating the riprap must be done by an insured licensed Florida contractor.
- Nothing may be attached to a seawall, cap, or riprap cap without written approval of the Community Manager. This applies to cleats, screw eyes, ramps, etc.
- It is the **Shareholder's** responsibility to obtain all required permits.
- It is the **Shareholder's** responsibility to maintain both safety of use and general appearance of their dock.

Failure to comply with the rules contained herein will require removal of any dock, deck, davit, boat lift or other structure and may result in fining.

M.2. Boat lift covers will be permitted. Boat lift covers must be constructed according to the applicable state and local codes. In the event of Tropical Storm or Hurricane warnings removable tops must be removed in accordance with state and local codes. (Refer to Sections F. and M.1 of these Rules and Regulations.)

M.3. **Shareholders** held responsible for damage to the corporate facilities must make arrangements to pay for these damages within thirty (30) days of determination of fault.

M.4. Oil, gas, spirits, paints, inflammables and any other substances which are deemed pollutants under provision of state or federal law may not be discharged into the Windmill Village waterways. Boat owners are responsible for all spills.

M.5. Boats must proceed at a "No Wake" speed while operating within Windmill Village waterways. The speed limit is 5 MPH (4 knots). Owners will be held responsible for any damage to other boats or docks caused by their boat or their wake.

²⁰²² M.6. The maximum length and beam of any boat within the boundary of Windmill Village waterways is twenty-eight (28) feet in length and ten (10) foot beam. Boats berthing in Windmill Village marinas will be limited to a maximum length of twenty-six (26) feet and a maximum beam of eight and one half (8.5) feet. Boats on private lifts and docks are limited to a maximum length of twenty-seven (27) feet and a maximum beam of nine (9) feet. All measurements to be determined from the boat manufacturers specification sheet submitted by the boat owner.

M.7. Boats requiring registration docked in the waterways of Windmill Village and/or using Windmill Village facilities:

- a. must be insured against public liability and property damage insurance in the minimum amount of \$300,000.00 to cover accident and liability arising from the use of their boat and these facilities;
- b. must have a Windmill Village identification sticker affixed to the port (left) side of their craft, in line with and approximately .5 inches forward of their Florida registration sticker and numbers. The Corporate Office will issue the identification sticker, free of charge, after the boat owner has provided a copy of his/her current certificate of insurance showing the required limits of liability and current registration.

M.8. No structures are permitted on docks.

SECTION N. WINDMILL VILLAGE CORPORATE-OWNED DOCKS AND SLIPS

All **Residents** of Windmill Village are eligible to use the corporate-owned docks and slips, provided the **Resident** complies with the procedures and processes included in these Rules & Regulations. Boat slips are assigned and monitored by the Dockmaster appointed by the Board of Administration. The docks and slips are for the exclusive use of **Residents** and the corporation.

To be eligible for a slip assignment, a **Resident** must be the owner/lessee and operator of the boat to be docked at the corporate-owned slip and must have provided the Dockmaster with a copy of the current registration, and proof of boat insurance in the minimum amount of \$300,000 and Windmill Village at Punta Gorda, Inc., shall be named as an additional insured.

The **Resident** must agree that the corporation is not responsible or liable for the care or protection of the boat and/or contents and agreed that the corporation shall not be liable for any damage incurred to a vessel from storms or hurricanes and is held harmless.

The boat owner and **Resident** must indemnify and hold the corporation free and harmless against any loss, cost, suit, or claim arising out of the use of the corporate dock space and/or slip or any handling or use of the dock, slip or boat in connection therewith.

Boat owners and **Residents** using corporate-owned docks and slips are responsible for damage to the corporate facilities and must make arrangements to pay for these damages within thirty (30) days of determination of fault.

Boat owners and **Residents** are responsible for the safe and secure operation, mooring or docking of boats and any damage caused to his or her own boat, to other boats, to the marina, docks, slips, launch ramps, and seawalls caused by any **Resident** shall be the financial responsibility of the **Resident**, including damage caused by the **Resident's Guest, Visitor or Renter**.

There is no guarantee that a slip will be available for all **Residents**.

The priority of slip assignments will be:

1. **Resident Shareholder** who is currently assigned a slip;
2. **Resident Shareholder** who is not currently assigned a slip and who has no other dock or slip;

3. **Renter** that is a **Resident Occupying** a residence in the Village with no dock or slip
4. **Resident Shareholder** who has a boat dock and/or boat lift in the waterway behind his or her lot;
5. **Non-Resident Shareholder**

The Dockmaster oversees the assignment of slips and creates a waiting list, if necessary, subject to the review of the Community Manager. The Community Manager shall have the discretion to amend, modify or correct any waiting list or slip assignments to ensure proper and efficient administration of these rules. The Dockmaster or corporate office can be contacted for slip availability status.

If a boat dock and/or boat lift is in the waterway behind a lot, the **Resident** shall not be assigned a slip if there is a waiting list. If there is no waiting list when a **Resident** properly requests a slip, a slip may be assigned to the **Resident** on a temporary basis. At such time as a **Resident** without a dock or boat lift behind their home requests a slip; the assignment of any slip on a temporary basis shall be revoked and terminated. In such an event, the Dockmaster shall provide written notice of the revocation and termination, and the **Resident** shall have a period of ten (10) days to remove any boat or other vessel located at the dock slip.

If an assigned slip is not actively in use by the most recently assigned **Resident** or **Shareholder** by January 31 of each calendar year without the prior approval of the Dockmaster, the Dockmaster may revoke and terminate any previous assignment of the slip, and the slip may be reassigned.

A boat may only be docked in the slip to which it has been assigned. Transfer of boats between slips or from one slip to another slip is prohibited. Assignment of a slip to a **Resident** or **Shareholder** is specific to the **Resident** or **Shareholder** and is not transferable. **Residents** and **Shareholders** are not permitted to transfer, share, or assign slips to others.

Slip assignments are from February 1 through January 31 each year. Those desiring a slip must submit a written request for use of a slip to the corporate office in a format as deemed appropriate by the community manager. Use of a corporate slip without prior approval is prohibited. Any boat, watercraft, vessel or other item docked or moored without prior approval is subject to being towed or otherwise removed at the owner's expense and without notice. **Residents** and **Shareholders** desiring to retain an assigned slip from year to year must submit a written request for continued use of the assigned slip on an annual basis and submit updated registration and insurance information. If no written request is submitted or an incomplete request is submitted to retain an assigned slip by February 1 of each calendar year, the Dockmaster may revoke and terminate the assignment of the slip, and the slip may be reassigned. Slip assignments and any applicable waiting list will be posted on the Bulletin Board in the mailroom or otherwise be made available to **Residents** and **Shareholders** and will be updated as changes occur.

Boats must use spring lines so that no part of the boat or its equipment will extend over the dock. All lines must be tied to the dock cleats or dolphins and not to dock pilings or water supply lines. The use of rubber tires for chafe guards or fenders is prohibited.

In the main marina, electric extension cords may be used to supply 110-volt power from the dock GFI receptacles to boats. It is not permitted to supply power to the boats overnight for any purpose.

Any modification to docks or slips is prohibited without prior approval of the Board of Administration.

Corporate slips are not for boat storage but rather are for the use and enjoyment of **Residents** and **Shareholders Occupying** their residences at Windmill Village. A **Resident** or **Shareholder** who will not or does not **Occupy** his or her residence for a period of more than fourteen (14) days, must remove the boat from the slip. In addition, all boats must leave their slips at least once every 59 days or must be removed from the slip.

Boat maintenance at the corporate docks is limited to normal exterior, above water cleaning and polishing. Emergency repair tasks, whether conducted by owner or contractor, require the written approval of the Dockmaster. Prohibited maintenance activities include, but are not limited to, changes of engine oil, hydraulic fluid/oil, sanding, painting, and varnishing, or any other activity which could result in discharge of pollutants into the water. Pressure washing of boats may only be done at the boat ramp. Hull bottom cleaning may be done by a licensed, insured, contractor at the assigned dock location.

General conditions applying to corporate docks and slips and boats moored as these docks or slips:

- No crab pots
- No open fires or any cooking fires
- No live aboard or overnighting
- No swimming or diving
- No cleaning of fish or shellfish
- Smoking is prohibited

Section O. Special Notes

The corporation may, at its discretion, take action against and/or evict **Residents** or **Renters** for failure of the **Resident** or **Renter** of the dwelling to be qualified and approved as a **Resident**.