

11.9 Association's Access to Units. The Association has an irrevocable right of access to the Units for the purposes of protecting, maintaining, repairing, and replacing the Common Elements or portions of a Unit to be maintained by the Association under this Declaration, and as necessary to prevent damage to one or more Units. The Association's right of access includes, without limitation, entry for purposes of pest control and preventive maintenance of safety equipment such as fire alarms and sprinkler systems as well as the right, but not the duty, to enter under circumstances where the health or safety of residents may be endangered. The exercise of the Association's rights of access to the Unit shall be accomplished with due respect for the rights of occupants to privacy and freedom from unreasonable annoyance.

11.10 Pest Control. The Association may supply pest control within Units with the cost thereof being part of the common expenses.

11.11 Board Approval of Alterations or Construction. In all cases in which the Board must approve construction in or alterations to a Unit or the Common Elements requested by a Unit Owner, the Unit Owner shall provide the Board with not less than thirty (30) days written notice of the Unit Owner's intention, together with plans and specifications indicating the proposed construction. The Board shall indicate its approval or disapproval of the proposed construction in writing within thirty (30) days of receipt of the notice and all required plans. The Board reserves the right to consult with a licensed Florida architect or professional engineer and to pass such costs on to the Unit Owner and to require that any plans and specifications be prepared by a licensed Florida architect or engineer. The Board may extend the time in which it must render its decision by an additional thirty (30) days in the event it determines a licensed Florida architect's or professional engineer's review is necessary.

12. USE RESTRICTIONS: The use of the Condominium Property shall be in accordance with the following provisions:

12.1 Units. Each Unit shall be occupied by only one family, its servants and guests, as a residence and for no other purpose. No business or commercial activity shall be conducted in or from any Unit. The use of a Unit as a public lodging establishment shall be deemed a business or commercial use. This restriction shall not be construed to prohibit any Owner from maintaining a personal or professional library, from keeping his personal, business or professional records in his Unit, or from handling his personal, business or professional telephone calls or written correspondence in and from his Unit. Such uses are expressly declared customarily incidental to residential use.

12.2 Occupancy in Absence of Owner. If the Owner and his family who permanently reside with him are absent, and are not occupying it, and the Unit has not been leased, the Owner may permit his Unit to be occupied by his Guests only in accordance with the following:

(A) Guests are permitted for only single family occupancy in the Owner's absence and then only with the proviso that the family consist of no more than one (1) Guest, his spouse or other cohabitant, if

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any, and their natural, adopted, and legal children, if any. Such Guests may stay for a period not to exceed two (2) weeks, and the number of occasions for this type of Guest occupancy in any Unit shall be limited to two (2) in any calendar year. Guest occupancy in excess of this provision shall, in addition to being the basis for an injunctive action, automatically be grounds for denial of the Owner's next lease application. There shall be no limit on the length or frequency of Guest occupancy in the absence of the Owner when the Guest is the parent or adult child of the Owner (whether natural, adopted or legal), along with that person's spouse or other cohabitant, if any, and their natural, adopted and legal children, if any.

(B) All Guests who are not accompanied by Unit Owners must be registered with the Association office and authorized by written instructions from the Owner to avoid having their presence challenged by other Owners, security, or management. The Owner shall submit the names of all house Guests and the length of their stay in writing to the management office in advance. Further, the Guests' vehicles shall be registered with the Association. Failure to register a vehicle may result in the vehicle being towed from the Association Property without notice.

(C) Owners who absent themselves from their Unit for a period of more than one (1) week shall notify the Association of such vacancy and shall provide the Association with contact information for the Owner. The Association shall have the right to adopt Rules and Regulations regarding the maintenance of vacant Units, including the requirement for periodic inspections.

12.2.1 Occupancy in Presence of Owner. If the Owner and/or his Family who permanently reside with him are occupying the Unit, the Owner may permit his Unit to be occupied by his Guests, subject to such Guest restrictions as are set forth elsewhere in this Declaration and in the Rules and Regulations.

12.2.2 Guests and Number of Occupants. The Rules and Regulations contain additional restrictions on the use of Units, including Guest occupancy and the number of persons who may occupy a Unit.

12.3 Exceptions. Upon prior written application by the Unit Owner, the Board of Directors may make such limited exceptions to the foregoing restrictions as may be deemed appropriate in the discretion of the Board, for the sole purpose of avoiding undue hardship or inequity.

12.4 Minors. All occupants under eighteen (18) years of age shall be supervised as appropriate by an adult to insure that they do not become a source of unreasonable annoyance to other residents.

12.5 Nuisances. No Owner shall use his Unit, or permit to be used, in any manner which constitutes or causes an unreasonable amount of annoyance or nuisance to the occupant of another Unit, or which would not be consistent with the maintenance of the highest standards for a first class residential condominium, nor permit the premises to be used in a disorderly or unlawful way. The use of

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each Unit shall be consistent with existing laws and the Condominium Documents, and occupants shall at all times conduct themselves in a peaceful and orderly manner.

12.6 Signs. No person may post or display signs, including, but not limited to, "For Sale", "For Rent", "Open House", or other similar signs, anywhere on the Condominium Property, except on bulletin boards designated for this purpose, as approved by the Board of Directors.

12.7 Use of Common Elements. Common hallways, stairways and other Common Elements shall not be obstructed, littered, defaced or misused in any manner. Balconies, terraces, porches, walkways and stairways shall be used only for the purposes intended, and they shall not be used for hanging or drying clothing, for outdoor cooking, for cleaning of rugs or other household items, or for storage of bicycles or other personal property.

12.8 Antennas, Satellite Dishes and Flags. Antennas and satellite dishes are prohibited, except that (a) antennas or satellite dishes designed to receive direct broadcast satellite service which are one meter or less in diameter (b) antennas or satellite dishes designed to receive video programming services via multi-point distribution services which are one meter or less in diameter; or (c) antennas or satellite dishes designed to receive television broadcast signals, ("Reception Device") shall be permitted, provided that the Reception Device is located so as not to be visible from outside the Unit, or is located on the balcony or terrace of the Unit. The Board may require that a Reception Device be painted in order to blend into the appearance of the rest of the building. The installation and display of flagpoles and flags shall be subject to regulation by the Board, but no Owner shall be prevented from displaying a portable, removable United States flag in a respectful manner or official flag of the State of Florida in a respectful manner, or on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day, be prevented from displaying in a respectful manner a portable, removable official US Army, Navy, Air Force, Marine Corps or Coast Guard flag not larger than 4.5' x 6'.

12.9 Pelican Landing; The Colony at Pelican Landing. The Condominium Property is subject to that certain Amended and Restated Declaration and Protective Covenants for Pelican Landing recorded in O.R. Book 2198 at Pages 1873 of the Public Records of Lee County, Florida ("Community Declaration"). The overall "Pelican Landing" community in which the Condominium Property is located is operated by the Pelican Landing Community Association, Inc. ("Community Association"). The Condominium Property is also subject to that certain Declaration and General Protective Covenants for The Colony at Pelican Landing recorded in O. R. Book 2775 at Page 3845 of the Public Records of Lee County, Florida ("Foundation Declaration"). The Condominium Property is located within the "Colony at Pelican Landing" section of Pelican Landing, which in turn is operated by The Colony at Pelican Landing Foundation, Inc. ("Foundation").

13. LEASING OF UNITS: In order to foster a stable residential community and prevent a motel-like atmosphere, the leasing of Units by their Owners shall be restricted as provided in this section. All leases of Units must be in writing. A Unit Owner may lease only his entire Unit, and then only in accordance

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