

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

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM

Roetzel & Andress, Trianon Centre, Third Floor
850 Park Shore Drive, Naples, Florida 34103

with this Section, after receiving the approval of the Association. The lessee must be a natural person as opposed to an artificial entity such as a corporation, partnership, trust, etc.

13.1 Procedures.

(A) Notice by the Unit Owner. An Owner intending to lease his Unit shall give to the Board of Directors or its designee written notice of such intention at least twenty (20) days prior to the first day of occupancy under the lease together with the name and address of the proposed lessee, a fully executed copy of the proposed lease, and such other information as the Board may reasonably require. The Board may require a personal interview with any lessee, his spouse or cohabitant, if any, as a pre-condition to approval. The applicant must sign for having received copies of the Rules and Regulations of the Association.

(B) Board Action. After the required notice and all information or interviews requested have been provided, the Board shall have ten (10) days in which to approve or disapprove the proposed lease. If the Board neither approves nor disapproves within that time, its failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a written letter of approval to the lessee.

(C) Disapproval. A proposed lease shall be disapproved only if a majority of the entire Board so votes, and in such case the lease shall not be made. Appropriate grounds for disapproval shall include, but not be limited to, the following:

(1) the Unit Owner is delinquent in the payment of Assessments at the time the application is considered;

(2) the Unit Owner or his agent has a documented history of leasing his Unit without obtaining approval, or leasing to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of his Unit;

(3) the application on its face indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the Condominium;

(4) the prospective lessee has been convicted of a felony involving violence to persons or property, a felony involving sale or possession of a controlled substance, or a felony demonstrating dishonesty or moral turpitude;

(5) the prospective lessee has a history of conduct which evidences disregard for the rights and property of others.

(6) the prospective lessee evidences a strong possibility of financial irresponsibility;

(7) the lessee, during previous occupancy, has evidenced an attitude of disregard for the Rules and Regulations;

(8) the prospective lessee gives false or incomplete information to the Board as part of the application procedure, or the required transfer fees and/or security deposit is not paid.

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM

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(9) the Owner fails to give proper notice of his intention to lease his Unit to the Board of Directors.

(10) the Owner has on more than one occasion allowed guests to occupy his Unit in violation of the guest occupancy restrictions.

(D) Failure to Give Notice or Obtain Approval. If proper notice is not given, the Board at its election may approve or disapprove the lease. Any lease entered into without approval may, at the option of the Board, be treated as a nullity, and the Board shall have the power to evict the lessee without securing consent to such eviction from the Unit Owner.

(E) Applications: Assessments. Applications for authority to lease shall be made to the Board of Directors on such forms and include such terms as the Board may provide from time to time. The legal responsibility for paying Assessments may not be delegated to the lessee.

(F) Committee Approval. The Board of Directors may by resolution delegate its approval powers to an *ad hoc* committee or individual Director.

13.2 Term of Lease and Frequency of Leasing. No Unit may be leased for a term of less than thirty (30) days nor more than three (3) times in any twelve (12) month period. No lease may be for a period of more than one (1) year, and no option for the lessee to extend or renew the lease for any additional period shall be permitted unless approved by the Board. No subleasing or assignment of lease rights by the lessee is allowed.

13.3 Occupancy During Lease Term.

(A) When a Unit has been leased, the Unit may be occupied by the lessee and his family.

(B) Guests may occupy leased Units only when the lessee is in residence, subject to restrictions on the number of occupants as set forth in the Rules and Regulations. Such guests may stay for a period not to exceed ten (10) days, and the number of occasions for this type of guest occupancy shall be limited to once during the lease term.

13.4 Occupancy in Absence of Lessee. If a lessee absents himself from the Unit for any period of time during the lease term, his family authorized to occupy the Unit by Section 13.3 above who are already in residence may continue to occupy the Unit and may have house guests subject to all the restrictions in Sections 12 and 13.3 above. If the lessee and all of the family members mentioned in the foregoing sentence are absent, no other person may occupy the Unit.

13.5 Use of Common Elements and Association Property. To prevent overtaxing the facilities, a Unit Owner whose Unit is leased may not use the Common Elements or Association Property or recreation facilities during the lease term. This limitation is notwithstanding any purported waiver by

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the lessee of its use rights as permitted by the Condominium Act, due to the burden on Association administration.

13.6 Regulation by Association. All of the provisions of the Condominium Documents shall be applicable and enforceable against any person occupying a Unit as a lessee or guest to the same extent as against the Owner. A covenant on the part of each occupant to abide by the Condominium Documents, designating the Association as the Owner's agent with the authority to terminate any lease agreement and evict the tenants in the event of breach of such covenant, shall be deemed to be included in every lease agreement, whether oral or written, and whether specifically expressed in such agreement or not.

13.7 Fees and Deposits for the Lease of Units. Whenever herein the Board's approval is required to allow the lease of a Unit, the Association may charge the Owner a preset fee for processing the application, such fee not to exceed the maximum amount allowed by law. No fee may be charged for approval of a renewal or extension of a lease with the same lessee. The Association may also require any security deposits that are authorized by the Condominium Act as amended from time to time which security deposit shall cover damage to the Common Elements or Association Property. Handling of the security deposit and claims against the security deposit shall be in accordance with the Act, as the same may be amended from time to time.

13.8 Unapproved Leases. Any lease of a Unit not approved pursuant to this Section 13 shall be void and unenforceable unless subsequently approved by the Board and shall constitute a valid basis for an eviction action.

13.9 Continuing Liability. The liability of the Owner under the Condominium Documents shall continue notwithstanding the fact that such Owner may have leased or rented said interest as provided herein. Every purchaser, lessee or tenant shall take title or occupancy subject to the Condominium Documents and the Condominium Act.

14. TRANSFER OF OWNERSHIP OF UNITS: In order to maintain a community of congenial, financially responsible residents with the objectives of protecting the value of the Units, inhibiting transiency, and facilitating the development of a stable, quiet community and peace of mind for all residents, the transfer of ownership of a Unit shall be subject to the following provisions:

14.1 Forms of Ownership:

(A) A Unit may be owned by one natural person who has qualified and been approved as provided in this Section 14.

(B) Co-Ownership. Co-ownership of Units is permitted. If the co-Owners are to be other than husband and wife, the Board shall condition its approval upon the designation by the proposed new Owners of one (1) natural person as the Primary Occupant. The use of the Unit by other persons shall be as if the

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