

OR2940 PG2895

10. ADDISON PLACE AT PELICAN LANDING AREA USE RESTRICTIONS

10.1 Residential Use Only. All Lots shall be used only for residential purposes as permitted by applicable law, and in accordance with the Governing Documents and Addison Place at Pelican Landing Documents, specifically including, without limitation, the Design Review Criteria. Addison Place at Pelican Landing Homeowners' Association may add to, delete or modify these use restrictions pursuant to an amendment to this Declaration, or any rules and regulations.

10.2 Partition Lots. No part of a Lot may be partitioned or separated from any other part thereof except as provided herein. Whether partitioned, combined, or unchanged, each Lot shall be conveyed, transferred, gifted, devised, bequeathed, encumbered, or otherwise disposed of, as the case may be, with all appurtenant rights, obligations and interests created by law or by this Declaration, including the Owner's membership in Addison Place at Pelican Landing, and the liability for all Assessments. No Lot may be subdivided into two (2) or more Lots and no Lot may be combined with one (1) or more additional Lot to form one (1) or more Lot without the written consent of the Board of Directors and after full compliance with all zoning and subdivision regulations.

10.3 Compliance With Insurance Requirements. It shall be the responsibility of the Individual Owners, and at their expense, to make arrangements in regard to hazard insurance on the improvements, personal property and furnishings located on their Lot, and for public liability insurance covering their Lot. In addition, each Owner may obtain such other and additional insurance coverage on and in relation to his Lot as such Owner concludes to be desirable.

10.4 Damage or Destruction on Lots. In the event of damage or destruction to the improvements located on any Lot, the Owner thereof shall promptly repair and restore the damaged improvements to their condition prior to such damage or destruction or, in the event of total destruction to substantially all of the structures on a Lot, the Owner may elect to remove all structures on that Lot and landscape the Lot in accordance with a plan approved by the Committee. If such repair and restoration or removal is not commenced within sixty (60) days from the date of such damage or destruction, then Addison Place at Pelican Landing Homeowners' Association may, after notice and hearing as provided in the By-Laws, impose a fine of not more than Fifty Dollars (\$50) per day on the Owner of the Lot until repair and reconstruction or removal is commenced. Each Owner shall diligently and continuously proceed with all repair and reconstruction or removal unless the Owner can prove to the satisfaction of Addison Place at Pelican Landing Homeowners' Association that such failure is due to circumstances beyond the Owner's control, Addison Place at Pelican Landing Homeowners' Association may, after notice and hearing as provided in the By-laws, impose a fine of not more than Fifty Dollars (\$50) per day on the Owner of such Lot until repair and reconstruction or removal is recommenced. Such fine shall be an Individual Assessment.

10.5 Abandoned, Inoperable, Commercial or Oversized Vehicles. Abandoned or inoperable automobiles or oversized vehicles of any kind shall not be stored or parked on any portion of the Lots. "Abandoned or inoperable vehicle" shall be defined as any vehicle which has not been driven under its own propulsion for a period of three (3) weeks or longer; provided, however, this shall not include vehicles parked in an enclosed garage or operable vehicles left on the Lot by Owners while on vacation. A written notice describing the "abandoned or inoperable vehicle" and requesting removal thereof may be personally served upon the Owner or posted on the unused vehicle; and if such vehicle has not been removed within seventy-two (72) hours thereafter, Addison Place at Pelican Landing Homeowners' Association shall have the right to remove the same without liability to it, and the expense thereof shall be charged against the Owner. "Oversized" vehicles, for purposes of this Section, shall be vehicles which are too high to clear the entrance to a residential garage.

No commercial vehicles, or campers, mobile homes, motorhomes, house trailers or trailers of every other description, recreational vehicles, boats, boat trailers, house trailers or vans shall be permitted to be parked or to be stored on any Lot. For the purpose of this Section, "commercial

vehicles" shall mean those which are not designed and used for customary personal/family purposes. The absence of commercial-type lettering or graphics on a vehicle shall not be dispositive as to whether it is a commercial vehicle. The prohibitions on parking contained above in this Section shall not apply to temporary parking of commercial vehicles such as for construction use or providing pick-up and delivery and other commercial services. No parking on lawns shall be permitted.

Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the rules and regulations may be towed by Addison Place at Pelican Landing Homeowners' Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle. Addison Place at Pelican Landing Homeowners' Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind.

10.6 Trash. Each Owner shall provide suitable receptacles for the temporary storage and collection of such refuse and all such receptacles shall be screened from the public view and from the wind and protected from animal and other disturbances.

10.7 Construction Regulations of Addison Place at Pelican Landing Design Review Criteria. All Owners and their contractors shall comply with the construction regulations of Addison Place at Pelican Landing Design Review Criteria, if any, and with any construction regulations adopted, from time to time, by Declarant, the Committee or the Board. Such regulations may affect, without limitation, the following: trash and debris removal; sanitary facilities; parking areas; permissible times of access and construction; outside storage; restoration of damaged property; conduct and behavior of builders, subcontractors, Owners and their representatives in Addison Place at Pelican Landing at any time; the conservation of landscape materials; and fire protection.

10.8 Compliance with Laws. Subject to the rights of reasonable contest, each Owner shall promptly comply with the provisions of all applicable laws, regulations, ordinances, and other governmental or quasi-governmental regulations.

10.9 Annoying Lights, Sounds, or Odors. No light, sound or odor shall be emitted from any Lot which is obnoxious or unreasonably offensive to others. Without limiting the generality of the foregoing, no exterior speakers, horns, whistles, bells or other sound devices or lights, other than devices used exclusively for security, fire prevention or fire control purposes, shall be permitted.

10.10 Pools. No above-ground pools shall be erected, constructed or installed on any Lot.

10.11 Dog Runs and Animal Pens. No dog runs or animal pens of any kind will be permitted on any Lot.

10.12 Fences. Limited fencing is permitted on Lots, such as landscape fencing and pool fencing, but must be approved by the Association through the Construction Committee.

10.13 Window Coverings. All windows in any building shall have window coverings. Reflective window coverings are prohibited.

10.14 Nuisance. No obnoxious or offensive activity or nuisance shall be carried on or be permitted to exist within Addison Place at Pelican Landing nor shall anything be done or permitted which is or may become offensive or detrimental or cause a disturbance or annoyance to any other Lot or its occupants.

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10.15 Leasing. The Owner of a Lot shall have the right to lease such Lot subject to the terms of the Colony Declaration covenants, and subject to the following conditions and the terms of Addison Place at Pelican Landing rules and regulations:

(A) All leases shall be in writing and no more than one (1) lease shall be permitted in a fiscal year;

(B) The lease shall be specifically subject to Addison Place at Pelican Landing Documents and any failure of the tenant to comply with Addison Place at Pelican Landing Documents shall be a default under the lease; and

(C) The Owner shall be liable for any violation of Addison Place at Pelican Landing Documents committed by such Owner's tenant, without prejudice to such Owner's right to collect any sums paid from the tenant.

(D) The Owner shall provide the Association, through its Board of Directors, with a copy of any lease on a Lot at least one (1) week before the tenant(s) commence occupancy.

10.16 Hazardous Materials. Each Owner shall comply with all federal, state and local statutes, regulations, ordinances, or other rules intended to protect the public health and welfare as related to land, water, groundwater, air or other aspects of the natural environment (the "Environmental Laws"). Environmental Laws shall include, but are not limited to, those laws regulating the use, generation, storage or disposal of hazardous substances, wastes and materials (collectively, the "Hazardous Materials"). No Owner or his tenants, guests, invitees, or permittees shall knowingly use, generate, manufacture, store, release, dispose of or knowingly permit to exist in, on, under or about his or her Lot any Hazardous Materials except in compliance with the Environmental Laws.

10.17 Signs. No sign or advertisement of any kind, including, without limitation, those of realtors, contractors and subcontractors, shall be erected on any Lot unless the same complies with the standards and guidelines established pursuant to the Colony Community Documents and has been approved by the Foundation, except as may be required by legal proceedings. The Foundation reserves the right to restrict the size, color, lettering, height, material and location of signs. Addison Place at Pelican Landing Homeowners' Association shall have the right to remove signs which fail to comply with standards set by the Foundation and upon prior approval of the Foundation may set more stringent sign requirements for the Lots.

10.18 Wells, Antennas, Laundry Lines and Commercial Offices. Private wells are strictly prohibited, and lake water may not be withdrawn for irrigation or any other purpose. No exterior TV, radio or cable television antennas or disk of any kind whatsoever are permitted without prior approval of the Board of Directors. No exterior laundry lines or poles of any type whatsoever are permitted. No Lot may be used for commercial office purposes.

10.19 Pets and Animals. Commonly accepted household pets such as dogs, cats and birds may be kept in reasonable numbers. All animals shall be contained on the Owner's Lot and shall not be permitted to roam freely. Any Owner whose pet defecates on any Common Areas or any other Lot Owner's property shall immediately clean up the pet's waste. Failure to abide by this restriction may result in a fine being levied by the Association. No horses, cows, hogs, pigs, swine, goats, chickens, pigeons or any other such animal, fowl or reptile shall be kept on any of the Property.

10.20 Lakes. In connection with the use of any lake, the following restrictions shall apply:

(A) No motorized or power boats shall be permitted on any lake with the exception of boats authorized or used by the Board for maintenance thereof;

(B) No bottles, trash, cans, grass clippings or other landscape materials, or garbage of any kind or description, shall be placed in any lake;

(C) No activity shall be permitted on any lake which may become an annoyance or nuisance to the adjacent property and the Owners thereof, or which is not allowed by the South Florida Water Management District or any other applicable governmental agency. The Board's determination whether any activity constitutes an annoyance or nuisance shall be final;

(D) No person or entity, except Declarant or the Board, shall have the right to pump or otherwise remove any water from any lake for the purpose of irrigation or other use;

(E) Only Owners shall be permitted to fish in the lakes and only in areas so designated;

(F) The Board shall be entitled to establish, amend, and modify Rules and Regulations governing the use of the lakes as the Board deems necessary or convenient.

(G) In connection with the development of the Property, the Declarant may assume, or may be required to assume, certain obligations for the maintenance of the lakes to the extent permitted. The Declarant hereby assigns to Addison Place at Pelican Landing Homeowners' Association and Addison Place at Pelican Landing Homeowners' Association hereby assumes all such obligations of the Declarant. Addison Place at Pelican Landing Homeowners' Association further agrees to indemnify and hold Declarant harmless from any suits, actions, damages, liability and expenses in connection with loss of life, bodily or personal injury or property damages or other damages arising from or out of the occurrence, in, upon, at or from the lakes, occasioned wholly or in part by any act or omission of Addison Place at Pelican Landing Homeowners' Association or its agents, contractors, employees, servants or licensees, but not including any liability occasioned wholly or in part by the acts of the Declarant, its successors, assigns, agents or invitees.