

## **RULES & REGULATIONS OF THE COLONY LAKES PROPERTY ASSOCIATION, INC.**

1. No temporary or permanent buildings, structures or other improvements shall be constructed, erected or maintained upon any lot, nor shall the exterior appearance of any unit be altered, without the prior approval of the Architectural Control Committee, including screened enclosures, patios, concrete slabs, fences, walls, tents, utility or storage sheds. The foregoing prior approval is also intended to specifically apply to the painting of a unit (other than its original colors), and it is specifically intended that the Architectural Control Committee shall be empowered to approve or disapprove of the colors of the exteriors of all units and other improvements constructed on the property at the time of any repainting other resurfacing thereof.

2. No unit garages shall be enclosed or converted into living or habitable area. Unit garage doors shall be required to remain in place at all times, and no construction or conversion shall change the exterior of any garage so as to interfere with the use of it as a storage for vehicles. GARAGE DOORS SHALL BE CLOSED AT ALL TIMES EXCEPT TO PERMIT INGRESS AND EGRESS OF VEHICLES.

3. No horses, hogs, pigs, cattle, cows, goats, sheep, poultry or other animals, birds or reptiles shall be kept, raised or maintained; provided, however, that dogs, cats, birds, and other household pets may be kept in reasonable numbers in a Unit if their presence causes no disturbance to others. All pets shall be kept on a leash when not within the Owner's Unit. No household pet shall be allowed to constitute a nuisance and each Owner shall promptly remove and dispose of waste matter deposited by his or her household pet through a proper sewage receptacle. The Board of Directors of the Association shall have the right to promulgate Rules further restricting the keeping of household pets.

4. No stable, livery stable or barn shall be erected, constructed, permitted or maintained on any portion of the Property.

5. Boats, trailers, recreation vehicles, motor homes, motorcycles, golf carts or any other transportable personal property may be parked on each lot only in a closed garage constructed as part of the family dwelling unit located on such lot. There shall be no parking on any portion of any sidewalk, grass or street within the property. All automobiles and any other vehicles must be fully operational. No repairs (except minor emergencies) shall be made on any portion of the property. There shall not be parked within the property, any trailer, commercial vehicle, recreational vehicle, boat, rowboat, canoe or boat trailer except for boats, rowboats and canoes that can not be seen from the front of any lot. This restriction shall not be deemed to limit service vehicles whose purpose is to perform maintenance and delivery service to the property or the Association during normal working hours or for work performed for Declarant or the Association which are necessary in the development, maintenance or management of the Association. The term "commercial vehicle" includes trucks and vehicular equipment or other vehicles which shall be used or which are ordinarily intended to be used for commercial purposes or which contain materials regularly used in trade or business.

6. No trade, business or any commercial use shall be conducted in or from any unit.

7. All units shall be kept in a clean and sanitary manner and no rubbish, refuse or garbage allowed to accumulate, or any fire hazard allowed to exist. All units shall be maintained in a first class condition. No garments, rugs or any other materials may be hung, exposed or dusted from the windows or from the front façade of any family dwelling unit. Further, no outside clotheslines or other facilities for drying or airing clothes shall be erected in the front yard or back yard of any family dwelling unit.

8. Each owner shall be responsible for properly depositing his garbage and trash in garbage cans and trash containers sufficient for pick-up by the appropriate authorities. Empty garbage cans and trash containers shall not be allowed to remain at curbside overnight.

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9. No nuisance or any use or practice that is a source of annoyance to other owners, or interferes with the peaceful possession and proper use of the units by the residents thereof shall be allowed upon any unit.
10. No improper, offensive or unlawful use shall be made of any lot, or unit and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be strictly observed.
11. No person shall use any lot or unit or any part thereof in any manner contrary to this declaration.
12. No owner, including their guests, employees, tenants and agents, shall interfere with the completion and sale of the lots or units.
13. No barbecue grills or other outdoor cooking equipment, bicycles, toys or other personal property may be kept or stored outside of a screened or fenced enclosure so as to be visible from the street.
14. No individual water well, water supply system, septic tank or sewer system shall be permitted on any lot, except that an owner may install an irrigation well with the approval of the Architectural Control Committee of the Association and with appropriate governmental permits.
15. Each owner shall exercise extreme care to regulate the use and occupancy of his unit so as not to disturb other persons occupying units within the property and to minimize noises including but not limited to noises from the use of musical instruments, radios, televisions, stereo equipment, amplifiers or other loudspeaker devices.
16. No owner shall store, keep or dispose of any inflammable, combustible, explosive, hazardous or toxic fluids, chemicals or substances (except those sold and required for normal household use) in any unit or storage area or elsewhere on the property.
17. No owner shall install or maintain any aluminum foil or other reflective substance on any window or glass door, except such as is approved by the Architectural Control Committee or the Board of Directors for energy conservation purposes. No sign of any kind shall be displayed to the public view on any family dwelling unit, except one sign of not more than 18" x 24" advertising that property for sale or rent, or signs used by Declarant or Builders to advertise the Property during the construction and sale of Family Dwelling Units.
18. No lot shall be partitioned or subdivided, except by the Declarant who shall, by an instrument recorded in the public records prior to or contemporaneously with the conveyance by Declarant of less than all of a lot, apportion the Membership Interest, including voting rights and assessment responsibilities, between the respective portions of the subdivided lot on such basis as the Declarant shall determine to be fair and equitable; provided that the sum of the parts shall at all times equal one. Each portion of any lot which has been subdivided by Declarant shall be sold, transferred or otherwise conveyed only as an appurtenance to any adjoining lot. Further that portion of the Membership interest relating to each portion of the subdivided lot shall convert to a fractional Class A Membership Interest at such time as the Membership Interest relating to the adjoining lot to which the respective portion is appurtenant converts to a Class A Membership and shall thereafter be responsible for the full assessment due as though a unit had been constructed thereon, prorated only to reflect its proportionate Membership Interest.

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19. Leases – all leases shall be in writing, be approved by the Association and shall provide that the Association shall have the right to terminate the lease in the name of and as agent for the lessor upon default by tenant in observing any of the provisions of the Declaration, the Articles of Incorporation, By-Laws of the Association and applicable rules and regulations, if any. Leasing of Family Dwelling Units shall also be subject to the prior written approval of the Association. The Association shall require an interview of the prospective tenant. The Owner or lessee requesting the approval shall pay to the Association a fee of one hundred dollars (\$100) or an amount designated by the Florida Statutes, whichever is greater, to cover the costs of reviewing the lease, examining records and interviewing the tenant. No lease shall be approved for a term of less than six (6) months. The prior written approval of the Association for a lease shall not apply to family dwelling unit through foreclosure or deed in lieu of foreclosure. The owner will be jointly and severally liable with the tenant to the Association for any sum which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. The Board of Directors may by a majority vote establish a requirement that a sum of money not to exceed one thousand (\$1,000) or one month's rent, whichever is greater, be deposited in escrow with the Association to repay any damage to the common area or other portions of the property resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). The number of occupants must comply with the Lee County Code regarding the size of the family dwelling unit.