

**EXHIBIT NO. 5 TO DECLARATION OF CONDOMINIUM FOR  
FLORENCIA AT THE COLONY, A CONDOMINIUM**

**INITIAL RULES AND REGULATIONS**

Unless otherwise defined in this document, all defined terms shall have the same meaning as used in the Declaration of Condominium.

**A. GENERAL RULES**

1. Passenger automobiles, sport/utility vehicles, mini-trucks, vans, golf carts and motorcycles (used for personal transportation and not commercially) that do not exceed the size of one parking space may be parked in the areas provided for that purpose. Certain Limited Common Element parking spaces are assigned and no Unit Owner or occupant may park more than one (1) vehicle in the assigned spaces unless additional spaces have been assigned to the Unit. Commercial vehicles, trucks, campers, motor homes, trailers, boats and boat trailers are prohibited. Bicycles and mopeds shall be parked only in the bike storage areas or as may otherwise be designated by the Board. Vehicle maintenance, except car washing in the designated area, if any, is not permitted on the Condominium Property. All vehicles must be currently licensed and no inoperable or unsightly vehicles may be kept on the Condominium Property. Notwithstanding the foregoing, the Developer shall be exempt from this regulation for vehicles which are engaged in any activity relating to construction, maintenance or marketing of Units, as are commercial vehicles used by vendors of the Association while engaged in work at the Condominium.

2. Recreational facilities will be used in such a manner as to respect the rights of others, and the Board may regulate duration of use, hours of opening and closing and schedule their use.

3. No exterior radio, television or data reception antenna or any exterior wiring for any purpose may be installed without the written consent of the Board.

4. To maintain harmony of the exterior appearance of the Building, no one shall make any changes to, place anything upon, affix anything to or exhibit anything from any part of the Condominium Property or Association property visible from the exterior of the Building or from the Common Elements without the prior written consent of the Board. All curtains, shades, drapes and blinds shall be white or off-white in color or lined with material of these colors. Balcony tile and floor covering material and colors must be approved by the Board.

5. All Common Elements inside and outside the Building will be used for their designated purposes only, and nothing belonging to Unit Owners, their family, tenants or guests shall be kept therein or thereon without the approval of the Board, and such areas shall at all times be kept free of obstruction. Owners are financially responsible to the Association for damage to the Common Elements caused by themselves, their tenants, guests and family members.

6. Two dogs, cats or birds (two being the maximum number of such animals in any combination but excluding specifically reptiles, pot bellied pigs and other livestock or wildlife or animals being kept for commercial purposes) and/or a reasonable quantity of fish per Unit shall be permitted upon the following conditions:

a. On all portions of the Common Elements, pets shall be under hand-leased or carried at all times.

b. No pets may be kept in or upon any Limited Common Element appurtenant to a Unit, including but not limited to balconies, patios or lanais when the owner of the pet is not in the Unit or left unattended on the Common Elements of the Condominium.

c. Messes made by pets must be removed by Unit Owners or handlers immediately. The Board shall designate the portions of the Condominium Property which shall be used to accommodate the reasonable requirements of Unit Owners who keep pets.

d. Pets that are vicious, noisy or otherwise unpleasant will not be permitted in the Condominium. In the event that a pet has become a nuisance or unreasonably disturbing in the opinion of the Board, written notice shall be given to the Unit Owner or other person responsible for the pet and the pet must be removed from the Condominium Property within three (3) days.

e. Guests and tenants are not permitted to have pets.

f. The Board of Directors has the authority and discretion to make exceptions to the limitations in this regulation in individual cases and to impose conditions concerning the exceptions.

7. Disposition of garbage and trash shall be only by use of receptacles approved by the Association or by use of garbage disposal units. Specifically, trash placed in the trash chutes must be disposed of as noted on the instructions of the trash chute. The trash chute equipment provides for the disposal of all general trash. Food and vegetable scraps are to be disposed of in the individual Unit residence garbage disposals. Bulky items must be carried down to the trash room on the lower garage level.

8. All persons occupying Units other than the Unit Owners shall be registered with the Resident Manager or other designate of the Association at or before the time of their occupancy of the Unit. This includes renters and house guests.

Units may not be rented for periods of less than thirty (30) consecutive days nor more than three (3) times a year. A copy of these Rules and Regulations must be given to the tenants and guests by the Unit Owner, or the Unit Owner's agent. No Unit may be permanently occupied by more persons than the number of bedrooms times two, nor may more persons, including guests, occupy a Unit overnight than the number of bedrooms times two, plus two.

This regulation may not be amended in a way that would be detrimental to the sales of Units by the Developer so long as the Developer holds Units for sale in the ordinary course of business.

9. The Association shall retain a pass key to the Units, and the Unit Owners shall provide the Association with a new or extra key whenever locks are changed or added for the use of the Association pursuant to its statutory right of access to the Units. Duplication of Unit Owners' keys to Common Element facilities is restricted in the interest of security. Such keys shall be duplicated only with the assistance of the Resident Manager. Changing of locks must be done through the Association.

10. Children shall be under the direct control of a responsible adult. Children under the age of 12 may not use the pool unless accompanied by an adult, nor shall they be permitted to run, play tag or act boisterously on the Condominium Property. Skateboarding, "Big Wheels, Scooters or loud or obnoxious toys are prohibited. Children may be removed from the Common Elements for misbehavior by or on the instructions of the Board.

11. No person under the age of 16 may use the fitness center unless accompanied by a supervising adult. Exercise equipment in the fitness center must be returned to its proper location after use.

12. Loud and disturbing noises are prohibited. All radios, televisions, tape machines, compact disc players, stereos, singing and playing of musical instruments, etc. shall be regulated to sound levels that will not disturb others and if used at or in the vicinity of the pool shall be used only with earphones. No vocal or instrumental practice is permitted after 10:00 p.m. or before 9:00 a.m.

13. Use of barbecue grills shall only be allowed in areas designated as safe and appropriate by the Board. Grills shall not be used on balconies.

14. Illegal and immoral practices are prohibited.

15. Lawns, shrubbery or other exterior plantings shall not be altered, moved or added to without permission of the Association.

16. No glass of any kind shall be permitted in the pool area. Any liquid refreshments consumed near the pool area shall be in paper or plastic containers.

17. Laundry, bathing apparel, beach and porch accessories shall not be maintained outside of the Units or Limited Common Element balconies and terraces, and such apparel and accessories shall not be exposed to view.

18. No nuisance of any type or kind shall be maintained upon the Condominium Property.

19. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Building or contents thereof or upon any portion of the Condominium Property, without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the Building, or contents thereof, or which would be in violation of any law or building code.

20. Persons moving furniture and other property into and out of Units must notify the Resident Manager in advance and use the designated access door into the Building and the designated service elevator. All such moving must be Mondays through Saturdays between the hours of 8:00 A.M. and 5:00 P.M. Moving vans and trucks used for this purpose shall only remain on the Condominium Property when actually in use.

21. Repair, construction, decorating or re-modeling work shall only be carried on Mondays through Fridays between the hours of 8:00 A.M. and 5:00 P.M. and Saturday between the hours of 8:00 A.M. and 12:00 P.M., and the rules for decorators and subcontractors set forth herein must be complied with.

22. These Rules and Regulations shall apply equally to Unit Owners, their families, guests, staff, invitees and lessees.

23. The Board may impose a fine for each violation of these Rules and Regulations or any of the Condominium documents, the amount of such fine to be set by the Board in accordance with the provisions of Chapter 718, Florida Statutes.

24. The Condominium and management staff are not permitted to do private work for Unit Owners, their families, tenants or guests while on duty. If both parties are agreeable, staff may assist such persons privately when off duty.

25. All windows and sliding glass doors in the Condominium will contain a special architect-approved laminated glass and have been designed and installed to meet or exceed the wind load and windborne debris impact standards of the hurricane shutters. Consequently, such windows in the Units, as built, meet or exceed the requirements of the applicable building code for hurricane protection. For

this reason and for the purpose of preserving the aesthetic appearance of the Building, hurricane shutters shall not be installed on non-balcony windows in the Units. If such non-balcony windows in the Units are replaced, they must be replaced with laminated architectural glass equal to or exceeding the specifications of the original glass and which comply with the applicable building code.

Unit Owners may elect to install hurricane shutters on balconies appurtenant to Units with a westward facing perspective provided that such hurricane shutters are installed in accordance with the procedures as generally provided below. Each Unit Owner desiring to install hurricane shutters as allowed herein is required to submit for approval to the Board of Directors or its representative the proposed hurricane shutters. Written approval for the proposed hurricane shutters is required prior to installation. All hurricane shutters shall comply with the original specifications established by the Building's developer as to color, material, size, spacing of supports and related matters. Hurricane shutters may only be installed inside balcony screens on balconies appurtenant to Units with a westward facing perspective. In granting or denying approval for the installation request, the Board of Directors may consider such factors as style, material, color, size, and the uniformity of the proposed hurricane shutters with the exterior of the Building (including uniformity with other hurricane shutters previously approved) and the surrounding community, and such other factors as the Board of Directors shall deem relevant in its sole discretion. In granting approval, the Board of Directors may impose reasonable installation procedures and requirements and may impose reasonable requirements concerning the timeframe for removal of hurricane shutters after the threat requiring their immediate installation has passed. Hurricane shutters shall not be installed during periods of time when the Unit Owner is away for extended periods of time.

26. In the event that a Unit Owner elects to replace the tile installed on a unit's terrace such terrace shall first be re-waterproofed with a substance and pursuant to a method equal or exceeding the original waterproofing performed to the terrace prior to installation of such replacement tile.

27. These Rules and Regulations do not purport to constitute all of the restrictions affecting the Condominium Property. Reference should be made to the Condominium documents and the Master Declaration and the Community Declaration.

## **B. PROCEDURE AND RULES FOR USE OF GUEST SUITES**

1. Guest suites are part of the Common Elements, and are for the use and the convenience of Unit Owners and their guests while the host Owner is in residence. The guest suites are not for extended use or for public use.

2. Reservations should be made through the Resident Manager, who will also assist in authorizing access for guest(s) into Pelican Landing.

3. Requests for reservations will be handled on a first-come, first-served basis; however, both suites may not be reserved by one Unit Owner, unless no other requests are received for the same dates. Also, to assure that all Unit Owners have fair and equitable access to the suites for their guests, any one Unit Owner is limited to two consecutive uses, and to a maximum of three uses per calendar year, unless the Resident Manager determines that demand for the guest suites allows otherwise to best accommodate the needs of all Unit Owners. The guest suites may not be booked more than two months in advance.

4. The maximum stay for guests is seven days, unless an extension has been specifically authorized by the Resident Manager for not more than seven additional days.

5. The guest suite use fee is currently \$75.00 per day "in season" (November 1 through April 30) and otherwise is \$50.00 per day.

6. If a cancellation notice is not given 24 hours in advance, there will be an appropriate charge billed to the Unit Owner's account, not to exceed the guest suite rental fee unless the Resident Manager is able to still rent the suite.

7. Please notify the Resident Manager as soon as possible, but at least 24 hours prior to the date for which the guest suite is reserved, of any need to cancel your reservation. Your fellow Unit Owners would appreciate this courtesy.

8. Guests may register and pick up keys at the Florencia security desk after 3:00 P.M. Check-out time is 12:00 noon. A registration form will be available at the security desk at the time of check-in. The guest's name, address, telephone number and vehicle registration information will be requested.

9. Maid service will be provided daily unless otherwise requested.

10. Long distance telephone calls may only be made by credit card or reverse charges on the telephone in the guest suite.

11. The host Unit Owner will be responsible for any damage to the guest suite, the Common Elements or to other Association property caused by the guest, as well as for the guest's compliance with all applicable Condominium Rules and Regulations, which will be available in the guest suite.

12. After the guest's departure, a billing statement will be forwarded to the host Unit Owner.

13. The guest suites are part of the Common Elements and therefore are subject to Florida law which prohibits smoking in the interiors of these areas. Your guest's compliance is appreciated.

14. These rules and procedures may be changed without notice.

### **C. RULES FOR DECORATORS, CONTRACTORS AND SUB-CONTRACTORS**

1. The Unit Owner must pre-register with the Resident Manager giving him the name, address, telephone number and fax number of the Unit Owner's representative who will be overseeing the work being done in the Unit whether it be the interior decorator, the general contractor, or the Unit Owner.

2. Prior to commencing work, the Unit Owner's representative must submit to the Resident Manager a list of names, addresses and telephone numbers of all sub-contractors who will be working in the Unit, together with a schedule for their work.

3. The Resident Manager will coordinate with the Unit Owner's representative for the issuance of temporary passes for access for decorators and contractors into The Colony at Pelican Landing, through the construction gate located off Coconut Road.

4. Work hours are Mondays through Fridays between the hours of 8:00 A.M. and 5:00 P.M. and Saturday between the hours of 8:00 A.M. and 12:00 P.M.

5. The contractor and all sub-contractors must have Type "B" licenses in Lee County and submit proof of same for the Resident Manager's file.

6. Prior to authorization for access, the contractors and all sub-contractors must produce from their insurance carrier a Certificate of Insurance of general liability of no less than \$250,000 per occurrence and no less than \$500,000 aggregate, and provide proof of Worker's Compensation coverage for the Resident Manager's file.

7. All vehicles and persons will enter the Building only at locations approved by the Board. There, they will be registered by access personnel, unless the Resident Manager makes other arrangements.

8. Workers will be allowed to unload their materials and equipment outside the garage east/southeast entrance. A passenger elevator will be designated for use as a service elevator for purposes of transporting materials.

9. After unloading, workers must park their vehicles in the designated outside service parking or other areas specified by the Resident Manager or garage access personnel.

10. Work preparations will not be allowed in the garage, i.e., mixing of paints, mud, grout, etc.

11. The trash chute is not to be used, nor is any trash to be left in Units or hallways. The Resident Manager or the garage access personnel will provide information on disposal of trash.

12. All trash and debris shall be hauled off by the workers on a daily basis unless a dumpster is specifically designated for their use.

13. Grout, paint, wall mud or any other material may not be poured down Building drains, sinks, toilets or bathtubs. Check with the Resident Manager or garage access personnel for location of cleaning area.

14. Sub-contractors are not to use carts owned by the Association (Supply your own).

15. Breaks and lunches, if taken inside the Building, should be confined to the Owner's Unit.

16. No radios will be allowed in the Building unless used with headphones.

17. Access to the individual Condominium Units must be coordinated through the Unit Owner, decorator or other designee.

18. Do not tamper with or hang extension cords from any of the sprinkler heads.

19. Unit smoke alarms are to be left in place. They are to be properly protected during the interior finish work which generates heavy airborne particles, i.e. sanding and painting.

20. Workers are not to wander around in areas other than the specific area or Unit to which they are assigned.

21. **FLOORING.** Each Unit Owner who elects to install in any portion of his Unit hard surface flooring materials (i.e., tile, marble, wood) shall first be required to install an approved sound underlayment material and perimeter sound isolation material installed in accordance with the procedures as generally provided below. Each Unit Owner is required to submit for approval to the Board of Directors or its representative the proposed hard surface floor underlayment material. Written approval for the proposed materials is required prior to installation of hard surface flooring, and then the installed sound proofing must be inspected and approved prior to installation of the hard flooring. Installation procedures shall meet or exceed the following:

A. Isolation Barrier

1. At the perimeter of the entire floor, and the periphery of all protrusions to that floor, fiberglass board (6-15 pcf) not less than 3/8 of an inch (9.525 millimeters) thick, to minimize flanking, should be used within 1/4 inches (6.35 millimeters) of the finished surface.

2. Closed cell polyethylene foam (2.7 - 9 pcf) not less than 1/4 of an inch thick (6.35 millimeters) may also be used as the perimeter isolation barriers.

3. The fiberglass board of the polyethylene foam can be cut into strips and held in place with a few spots of acoustical sealant. If the strips are too tall, they can easily be trimmed within the 1/4 inch of the finished surface after the tile is grouted, therefore keeping any hard residue out of the perimeter grout joints.

B. After the tile is set and grouted, additional time should be spent to check the perimeter of the entire floor and the periphery for any protrusions such as pipes, so as not to have any of the mortar, bond coat, or grout, touching the walls or any protrusions that penetrate the floor. Should any of the hard material from the installation make contact between the tile or setting bed and the wall, or a penetrating protrusion, a large reduction in the sound rating will occur. After grouting, but before the edges are caulked, trim the polyethylene sheeting back to the top of the fiberglass or polyethylene foam edging.

C. A sealant is required at the perimeter of the entire floor, and the periphery of all protrusions to that floor.

1. This joint shall be 1/4 inch wide (6.35 millimeters) from the finished top of the tile. This joint must be filled with an elastomeric sealant or an acoustical sealant. Hard grout is unacceptable.

2. This caulking can be done before or after grouting as long as the hard grout is left out of the joint between the floor and the wall and around the periphery of any protrusion.

3. If USG acoustical sealant is used, the joint can be painted to conform with the color of the grout used in the field.

4. Dow-Corning and G.E. Silicone sealant comes in a variety of colors to harmonize with the color of the tile.

22. Each Unit Owner is responsible for his decorator's, contractor's and sub-contractor's action and inactions while on the Condominium Property and in The Colony and in Pelican Landing. Decorators, contractors, and sub-contractors are on the Condominium Property at their own risk and agree to indemnify and hold harmless the Condominium Association, the Community Association, the Foundation and WCI Communities, Inc. for any liability or damages which might arise in connection with their activities on the Condominium Property or in The Colony or in Pelican Landing.

23. Should a decorator, contractor or sub-contractor discover a defect in a Unit, they must notify the Resident Manager immediately so the defect may be verified and corrected prior to doing any work which might be impacted by the defect.

24. Smoking, while discouraged, will only be allowed in the individual Units with the Unit Owner's permission.

25. Please help us keep the building clean.

Activities will be monitored during the day. Non-compliance may result in you or your firm being barred from the Building.

If you have any questions please contact the Resident Manager.

**D. RULES FOR OWNER PARTICIPATION IN BOARD OF DIRECTORS MEETINGS, A BUDGET COMMITTEE MEETING AND A MEETING OF ANY COMMITTEE AUTHORIZED TO TAKE ACTION ON BEHALF OF THE BOARD; AND OF THE LOCATION FOR POSTING NOTICES OF MEETINGS**

**I. THE RIGHT TO SPEAK:**

1. To the maximum extent practical, the posted Board meeting agenda for each meeting shall list the substance of the matters and actions to be considered by the Board.

2. Roberts Rules of Order (latest edition) shall govern the conduct of the Association meeting when not in conflict with the Declaration of Condominium, the Articles of Incorporation or the By-Laws.

3. After each motion is made and seconded by the Board members the meeting Chairperson will permit Unit Owner participation regarding the motion on the floor, which time may be limited depending on the complexity and effect on the Association.

4. Unit Owner participation will not be permitted after reports of officers or committees unless a motion is made to act upon the report, or the Chair determines that it is appropriate or is in the best interest of the Association.

5. A Unit Owner wishing to speak must first raise his or her hand and wait to be recognized by the Chair.

6. While a Unit Owner is speaking, he or she must address only the Chair; no one else is permitted to speak at the same time.

7. A Unit Owner may speak only once for not more than three (3) minutes and only on the subject or motion on the floor.

8. The Chair may, by asking if there be any objection and hearing none, permit a Unit Owner to speak for longer than three (3) minutes, or to speak more than once on the same subject. The objection, if any, may be that of a Board member only and if there is an objection then the question will be decided by a vote of the Board.

9. The Chair will have the sole authority and responsibility to see to it that all Unit Owner participation is relevant to the subject or motion on the floor.

**II. THE RIGHT TO VIDEOTAPE OR AUDIOTAPE:**

1. The audio and video equipment and devices which Unit Owners are authorized to utilize at any such meeting must not produce distracting sound or light emissions.

2. Audio or video equipment shall be assembled and placed in position in advance of the commencement of the meeting in a location that is acceptable to the Board or the Committee.

3. Anyone videotaping or recording a meeting shall not be permitted to move about the meeting room in order to facilitate the recording.

4. At least 24 hours advance written notice shall be given to the Board by any Unit Owner desiring to utilize any audio and/or video equipment to record a meeting.



**III. ALL NOTICES OF MEMBERSHIP, DIRECTORS AND COMMITTEE MEETINGS AT WHICH OWNERS ARE ENTITLED TO PARTICIPATE WILL BE POSTED ON THE CONDOMINIUM PROPERTY.**