

Rules & Regulations of Pelican Bay Homeowner's Association

Section 3.9 Occupancy and Leasing Restrictions. Each of the Units shall be occupied only by the Owner or lessee of a Unit, members of their family, their servants and nonpaying social guests. Entire Units may be rented, provided the occupancy is only by the lessee and the members of their family, servants and nonpaying social guests. All leases must permit the Association to terminate the lease and evict the tenant for violations of the Legal Documents or the Association's Regulations, if such violations are not cured within thirty (30) days following notice to the tenant and the Owner. All leases must list the names of the lessee and members of their family residing with them, along with the make, model and license number of any Permitted Vehicles which will be stored at the Unit during the term of the lease. The Owner shall be required to provide the Board with a copy of any lease securing any Lot or Unit within thirty days of execution of the same. The Owner will be jointly and severally liable with the tenant to the Association for any amount which is required by the Association to repair any damage resulting from acts or omissions of tenants (as determined in the sole discretion of the Association) or to pay any claim for injury or damage to the property caused by the negligence of the tenant. Special assessments may be levied against the Lot for such amounts. No rooms may be rented and no transients may be accommodated in a Unit. No lease may be for a period of less than six months without the approval of the Association. The foregoing notwithstanding, in the event an Owner fails to comply with any of the terms of this section, the Board may, following thirty (30) days notice to the Owner to cure such violation, levy a special assessment against the Lot for any violation not timely cured. The amount of this special assessment may not exceed twenty dollars (\$20.00) per week for each violation not timely cured.

Section 3.10 Animals and Rubbish. Add the following at the end of this section: In the event an Owner fails to comply with any of the terms of this section, the Board may, following thirty (30) days notice to the Owner to cure such violation, levy a special assessment against the Lot for any violation not timely cured. The amount of this special assessment may not exceed twenty dollars (\$20.00) per week for each violation not timely cured.

Section 6.9 Remedies of the Association.

Add the following:

(c) Special Assessments. In the event an Owner fails to comply with any of the obligations contained in the Legal Documents or in the Association's Regulations, the Board may, following thirty (30) days notice to the Owner to cure such non-compliance, levy a special assessment against the Lot for any violation not timely cured. The amount of this special assessment may not exceed twenty dollars (\$20.00) per week for each violation not timely cured.

References: Declaration of Covenants and Restrictions for Pelican Bay,
Sections 3.16, 5.6 (Rules and Regulations) and Sections 3.9, 3.10, 6.9.