

Palm Colony at Pelican Landing

Procedures and Specifications for Lanai Enclosures – Screen, Fabric Screens, and Glass Windows

To assist Unit Owners who are considering changing the enclosure of their lanai, either by replacing the original screen, by adding fabric storm protection screens, or by adding fixed and/or sliding glass windows, the following procedures and specifications have been developed.

Screened Lanai Enclosures

- a. Original lanai screen may be replaced without Palm Colony ARC approval using the original frame pattern.
- b. With Palm Colony ARC approval, the lanai screen and frame on first-floor units may be replaced with the newer “Picture Window” style, which removes all of the mid-screen support frames except above the door. A door in the original location must be included.
- c. With Palm Colony ARC approval, second-floor units may remove the upper vertical support frames, but must retain the safety chair rail and lower vertical spindles with adequate support to maintain a safe installation. This will usually require installing a new safety chair rail.

Fabric Storm Protection Screens

1. With Palm Colony ARC approval, unit owners may add fabric storm protection screens inside the existing lanai screen. These can be manually operated or motorized, with the fabric screen rolling up to the top, similar to hurricane shutters. The color of the framing and fabric must also be approved by the ARC. It is recommended to use beige framing and a brown fabric for the screen, but other neutral colors will be considered, as the installation will be partially hidden by the existing lanai screen.

Glass Lanai Enclosures

1. “Glass lanai enclosures” shall mean the installation of any glass windows, in the form of either fixed or sliding windows (and any related doors), that are permanently or temporarily affixed or attached in any manner to any portion of the exterior of the building adjacent to the unit owner’s lanai so as to be visible from the exterior

of the building, used either directly or indirectly, as its main purpose or incidental to its main purpose, as protections against storm damage, water penetration by driven rain, wind damage or damage from physical objects or projectiles carried by wind or storm.

2. With the *prior written approval* of the Palm Colony ARC first, and then Pelican Landing Community Association (PLCA), Unit Owners may add fixed and/or sliding windows and related doorways on their lanai. Palm Colony approval also requires the notarized completion and filing of the “Covenant to Run with the Land” document with the Lee County Recorder.
3. If the lanai has already been enclosed and replacement windows/doors are now being considered, these same procedures and specifications will apply.
 - The first-floor end units are to use four sliding panels. The center vertical frames will align with the center vertical frame in the second-floor lanai.
 - The first-floor middle units are to use six sliding panels. The frames will align closely to the vertical frames in the second-floor lanai.
 - Second-floor units that maintain the lanai screen may use either four or six panels, as the frames are mostly hidden by the screen.
 - Glass enclosures may use a full-height frame, or may have a small transom panel at the top of the opening.
4. Once Palm Colony ARC approval is given, the Unit Owner will then notify the PLCA’s Director of Covenant Enforcement of this decision and request PLCA approval of the proposed project. The PLCA form is included in our website.
5. Project specifications:
 - All windows (“Impact” or “Wind Resistant Windows”) and doors to be installed must meet wind load and any other building code or construction requirements set by the State of Florida and/or any local government agency having jurisdiction over construction of this type.
 - Windows installed on lanais can be either sliding glass windows or fixed glass windows, but plexiglass acrylic plastic sheets or a similar product cannot be used. At their discretion, Unit Owners may also use a design feature which includes fixed transom

glass windows located above the sliding glass or fixed glass windows, as long as these windows also meet wind load requirements.

- When adding or replacing windows and any related doorways, the existing lanai screens may continue to be used, or may be removed or replaced, following these specifications.
 - When a lanai attached to a second floor unit is being enclosed, the existing safety railing located outside of the lanai screen must be retained, with adequate support to maintain a safe installation.
 - The exterior color of the framing on lanai windows and any related doorways must be white.
 - Window glass may be tinted (e.g., a gray laminated insulating glass).
 - The window framing and any sliding mechanisms used must be firmly attached and properly sealed to the lanai floor, using at least a ¼" x 4" fastening system, mounted at least 6" on centers. It is particularly important that fastening systems used with second floor lanai enclosures be properly sealed to prevent damaging water leakage from occurring.
 - In conjunction with the enclosure of the lanai, the Unit Owner may undertake related work on the interior of the lanai that may include such things as (a) the repainting of the interior walls and ceiling of the lanai in a color or colors approved in advance by the Association; (b) the removal of the interior sliding glass panels that separate the lanai from the unit's living room; (c) adding or replacing ceiling fans or lighting fixtures on the lanai if approved in advance by the Association; (d) adding or relocating electrical and/or cable outlets on the lanai if approved in advance by the Association; and (e) tiling or re-tiling the floor of the lanai.
6. In seeking approval from the Association, Unit Owner must provide the Association with all information reasonably requested related to the proposed lanai enclosure project. This includes:
- A copy of an Occupational License and a Certificate of Competency or Contractor's License valid in this municipality for the contractor to be used by the Unit Owner.
 - A certified set of drawing from a licensed Florida engineer certifying that the product and design plans of the contractor(s) to be used comply with applicable building codes.
 - No contractor(s) selected by the Unit Owner(s) shall begin work or install materials unless the contractor has obtained Public Liability Insurance, including completed operations, in an amount not less than \$500,000.00, and Automobile Liability Insurance, including coverage of non-owned automobiles, in an amount not less than \$500,000.00:

- Notwithstanding any minimum amount required herein, no insurance coverage shall be less than the minimum amount required by law.
- Each such insurance policy shall, for the duration of the proposed construction, name the Association as an additional insured.
- All insurance policies shall contain a clause requiring a minimum of ten (10) days prior notification to the Association in the event such policy is to be cancelled, terminated or modified in any manner. No contractor or proposed lanai enclosure shall be approved unless and until appropriate certificates of insurance are received by the Association from the Insurance Agent of the Installing Contractor naming the Association on the certificate as an additional insured..
- All contractors selected by the Unit Owner shall also provide written evidence that they have Workers Compensation coverage in place.
- As may be required by the State of Florida and/or any local government agency having jurisdiction over construction of this type, the Unit Owner agrees - at its expense - to extend the unit's fire sprinkler system onto the lanai. This work must be performed by a company that is fire equipment-certified and may need to be inspected and approved by the government agency prior to the completion of the construction project.

Unit Owner Responsibilities

Unit Owner agrees to be responsible as follows:

1. For all costs and expenses in the installation, maintenance and continued first class upkeep of the enclosed lanai, and for all insurance with respect to any casualty in connection with the enclosed lanai. Unit Owner shall permit Association to inspect the Enclosed Lanai, as necessary, to ensure compliance with the Association's Rules.
2. To assume all responsibility for obtaining all necessary Building Permits. Unit Owner is also responsible for adherence and compliance to applicable building codes.
3. To construct and maintain the Enclosed Lanai referred to herein in a first-class manner. If a Unit Owner fails to maintain the Enclosed Lanai as required herein, after fifteen (15) days written notice from the Association to the Unit Owner, Association shall have the right to perform, or have performed any required maintenance or repair work or

to have the Enclosed Lanai and the property returned to its original condition prior to enclosure. Unit Owner hereby agrees to be personally responsible for all costs thus incurred and grants Association a lien right against the condominium unit referred to herein in order to secure payment of any such sums. Said lien shall be foreclosable in the same fashion as liens granted to the Association under the Declaration of Condominium for non-payment of condominium assessments.

4. To carefully advise contractors working on their project regarding rules outlined in the Declaration of Condominium regarding days and times that the property may be accessed, arrangements for parking vehicles and storing construction equipment and materials, and the prompt removal of construction debris. If at all possible, it is recommended that approved projects be undertaken during summer months.
5. To indemnify, defend and hold harmless the Association from any and all claims, actions, costs or expenses of any nature whatsoever, including but not limited to attorney's fees, arising out of, or because of, the construction and maintenance of the Enclosed Lanai.
6. To be responsible for any damage to the Common Elements or other units within the Condominium which is caused as a result of the construction, installation or maintenance of the Enclosed Lanai described herein.
7. It is expressly understood and agreed by the Unit Owner that all of the above responsibilities shall be binding by the Unit Owner and his heirs, successors in interest, and assigns, and shall be a condition implied in any conveyance or any instrument affecting title of the aforesaid condominium unit and that this instrument **shall be recorded in the Public records of Lee County, Florida**. In this regard, Unit Owner shall properly execute the "Covenant To Run With The Land" document that has been provided by the Association or its representatives before proceeding with this proposed project.