

Article VIII. ARCHITECTURAL REVIEW REQUIREMENTS

- Section 8.01 Architectural Review Board. The Architectural Review Board (the "ARB") will be a permanent committee of the Association and will administer and perform the architectural and landscape review and control functions relating to the Community. The Committee will consist of a minimum of three (3) members appointed by the Board, each of whom must be a Member of the Association. The Board will determine which members of the Committee will serve as its chairman and co-chairman. In the event that any of the members appointed by the Board fail, refuse, or are unable to act, then the Board will appoint a replacement member within thirty (30) days of such occurrence. If the Board fails to replace that member, the remaining members of the Committee will fill the vacancy by appointment.
- Section 8.02 General Plan. It is the intent of this Restated Declaration to create a general plan and scheme of development of the Community. Accordingly, the ARB will have the right to approve or disapprove all architectural, landscaping, and improvements within the Community to be made by Owners. All proposed improvements, including, but not limited to, any and all construction, modifications, additions and alterations, by Owners, builders and developers who seek to engage in development of or construction upon all or any portion of the Community will be in strict compliance with the Architectural Review Requirements and this Article VIII. Moreover, no exterior improvements on a Lot will be made without the prior approval of the ARB. These improvements will include, but not limit, painting, construction, fencing and screening. The ARB will have the right to evaluate all plans and specifications as to harmony of exterior design, landscaping, location of any proposed improvements, relationship to surrounding structures, topography, and conformity with such other reasonable requirements as will be adopted by ARB. The ARB may impose standards for construction and development which may be greater or more stringent than standards prescribed in applicable building, zoning, or other local governmental codes.
- Section 8.03 Architectural Review Requirements. Each Owner and his or her contractors will observe and comply with the Architectural Review Requirements (the "Architectural Review Requirements") which have been or may hereafter be promulgated by the ARB and approved by the Board from time to time. Current Architectural Review Requirements include, without limitation, the following standards:
- (a) Lot Improvements: Minimum Floor Area. Except as expressly provided below, improvements constructed on a Lot may include a single family home containing not less than 1,800 square feet of heated and air-conditioned living area, and an attached or detached hangar, covered aircraft port or ancillary structure. Improvements must be of conventional style and appearance, as determined by the ARB in its reasonable discretion, with a minimum roof pitch ratio of 4:12, and a minimum roof overhang of 18 inches. All attached or detached structures must be similar in architectural appearance and structural quality to the residential

dwelling. All proposed improvements will be constructed in compliance with all applicable federal, state and local laws, codes, ordinances and requirements. Notwithstanding the foregoing minimum stated floor area, improvements now or hereafter constructed on each of Lots 71-88 only may be comprised of a single family home or apartment containing not less than 800 square feet of heated and air-conditioned living area, as an integral part of a hangar structure containing not less than 1,600 square feet of floor area, with a total building floor area of not less than 2,400 square feet, inclusive of residential space and hangar space.

- (b) Set Backs. Any and all improvements, except fences, landscaping and those specifically authorized by the ARB, will be located as follows:
- (i) Front Yard - 25 feet.
 - (ii) Rear Yard - 10 feet.
 - (iii) Side Yard - 10 feet.
 - (iv) Corner Side Yard - 20 feet.
 - (v) Waterfront Yard - 50 feet, except water dependent development such as Docks and boat houses may be allowed.
 - (vi) Common Airstrip - 50 feet.
 - (vii) Conservation Areas (including wetlands) - 20 feet, except for water dependent development. The setbacks include buffers required by section 704.06, F.S. and other applicable statutes related to development in or near designated Conservation Areas.
 - (viii) Indian Mound - a 25-foot wide buffer of native vegetation, providing opaque screen a minimum of 6 feet in height, will be established and maintained along any Lot line bordering the Indian Mound.
 - (ix) Romona Road and Fort Gates Ferry Road - a 25 foot wide buffer of native vegetation, providing an opaque screen a minimum of 6 feet in height, will be established and maintained along the property line abutting Ft. Gates Ferry Road, from the Ramona Road intersection for a distance of approximately 735 feet to the Phase III boundary of the development, and along the property line abutting the Ramona Road right-of-ways for a distance of approximately 1040 feet to the west edge of Lot 34 in Phase II with an access opening in the Clay Electric easement.
 - (x) Separation between detached main use and Accessory Structures - minimum 10 feet.
 - (xi) All Accessory Structures must be placed within the principal structure setback lines, except for water dependent development, which may include, but not be limited to, seawalls, bulkheads, docks and boathouses.

- (c) Unacceptable Designs and Materials. Examples of unacceptable design and materials include, but are not limited to, 6 ft stockade fences, structures on pilings, log cabins, modular buildings, and wire fences. Unconventional designs and materials may, at the option of the ARB, be submitted to the Board for a final decision.
- (d) Tree Removal and Lot Contouring. No trees measuring thirty inches (30") or more in circumference measured five feet (5') above ground level may be removed from any Lot without the prior written consent of the ARB. Trees that are located within ten feet (10') of a drainage area, a septic field, a sidewalk, a Residence or a driveway, as well as any diseased or dead trees may be removed without ARB approval. The general contour of any Lot will not be changed without prior approval of the ARB.
- (e) Residence Construction. All approved Residences must be completed within eighteen (18) months after ground breaking of the same has commenced and have a final "Certificate of Occupancy" from the applicable governmental agency, except where such completion is impossible or would result in great hardship on the Owners or builders due to strikes, fires, Acts of God, etc.
- (f) Landscaping. Each Residence must be landscaped within 90 days of receipt of the "Certificate of Occupancy," consistent with a landscape plan approved by the ARB.

The Architectural Review Requirements will be effective from the date of adoption; will be specifically enforceable by injunction or otherwise; and will have the effect of covenants as set forth herein. The Architectural Review Requirements will not require any Owner to alter any improvements previously constructed.

- Section 8.04 Quorum. A majority of the ARB will constitute a quorum to transact business at any meeting. The action of a majority present at a meeting at which a quorum is present will constitute the action of the ARB. In lieu of a meeting, the ARB may act in writing.
- Section 8.05 Power and Duties of the ARB. No exterior improvements will be constructed on a Lot or any change, replacement, or alteration of the improvements visible from the exterior of the Residence be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme, and the location of same will have been submitted to and approved in writing by the ARB.
- Section 8.06 Rules and Regulations. The ARB will have the authority to recommend reasonable rules and regulations or architectural criteria related to Accessory Uses and Structures set forth in Section 9.04 below, or Prohibited Uses set forth in Section 9.06 below, which the Board will have the power to promulgate, modify or rescind, including, without limitation, the absolute and unrestricted right, but not the obligation, to promulgate, modify and rescind rules and regulations

pertaining to parking and the regulation of air and vehicular traffic on the Common Roads, Common Airstrip or other Common Property.

Section 8.07 Procedure. In order to obtain the approval of the ARB, each Owner will observe the following:

- (a) Each applicant will submit an application to the ARB with respect to any proposed improvement or material change in an existing improvement, together with the required application(s) and/or other fees established by the ARB. The applications will include such information as may be required by the application form adopted by the ARB. The ARB may also require submission of samples of building materials and colors proposed to be used. At the time of such submissions, the applicant will, if requested, submit to the ARB such site plans, construction plans and specifications for the proposed improvement, landscaping plans showing all existing trees and major vegetation stands, and surface water drainage plans showing existing and proposed design grades, contours relating to the predetermined ground floor finish elevation, pool plans and specifications, and the times scheduled for completion, all as reasonably specified by the ARB.
- (b) In the event the information submitted to the ARB is, in the ARB's opinion, incomplete or insufficient in any manner, the ARB may request and require the submission of additional or supplemental information.
- (c) No later than thirty (30) days after receipt of all information required by the ARB for final review, the ARB will approve or deny the application in writing. The ARB will have the right to disapprove any plans and specifications which are not suitable or desirable, in the ARB's sole discretion, for aesthetic or any other reasons or to impose qualifications and conditions thereon. In approving or disapproving such plans and specifications, the ARB will consider the suitability of the proposed improvements, the materials of which the improvements are to be constructed, the site upon which the improvements are proposed to be erected, the harmony thereof with the surrounding area, and the effect thereof on adjacent or neighboring property. In the event the ARB fails to respond within said thirty (30)-day period, the plans and specifications will be deemed approved by the ARB.
- (d) In the event that the ARB disapproves any plans and specifications, the applicant may request a rehearing by the ARB for additional review of the disapproved plans and specifications. The meeting will take place no later than thirty (30) days after written request for such meeting is received by the ARB, unless applicant waives this time requirement in writing. The ARB will make a final written decision no later than thirty (30) days after such meeting. In the event the ARB fails to provide such written decision within said thirty (30) days, the plans and specifications will be deemed approved.

- (e) Upon final disapproval, the applicant may appeal the decision of the ARB to the Board within thirty (30) days of the ARB's written review and disapproval (even if the members of the Board and the ARB are the same). The Board will hold a meeting to review the ARB decision within thirty (30) days following receipt by the Board of the applicant's written appeal request. The Board will make a final decision no later than sixty (60) days after such meeting. In the event the Board fails to provide such written decision within such sixty (60) days after such meeting, such plans and specifications will be deemed approved. The decision of the ARB or, if appealed, the Board will be final and binding upon the applicant, his, her or its heirs, legal representatives, successors, and assigns.
- (f) Construction of all improvements will be completed within the time period set forth in the application and approved by the ARB.

Section 8.08 Alterations. Any and all alterations, deletions, additions, and changes of any type or nature whatsoever to then-existing improvements or the plans or specifications previously approved by the ARB will be subject to the approval of the ARB in the same manner as required for approval of original plans and specifications. .

Section 8.09 Variances. The Association or the ARB will have the power to grant variances from any requirements set forth in this Restated Declaration or in the Architectural Review Requirements, on a case by case basis, provided that the variance sought is reasonable or otherwise would result in a hardship upon the applicant if not granted. The granting of a variance will not nullify or otherwise affect the right to require strict compliance with the requirements set forth herein or in the Architectural Review Requirements on any other occasion.

Section 8.10 Permits. The Owner is solely responsible to obtain all required building and other permits from all governmental authorities having jurisdiction.

Section 8.11 Construction by Owners. The following provisions govern construction activities by an Owner who has obtained ARB approvals (the "Approved Party"):

- (a) Each Approved Party will deliver to the ARB copies of all construction and building permits as and when received by the Approved Party. Each construction site in the Community will be maintained in a neat and orderly condition throughout construction. Construction activities will be performed in a diligent, workmanlike, and continuous manner. Roadways, canals, drainage inlets, preservation or conservation areas, easements, swales, Common Property, and other such areas in the Community will be kept clear of construction vehicles, construction materials, and debris at all times. Except as otherwise specifically provided herein, no construction office or trailer will be kept in the Community and no construction materials will be stored in the Community subject, however, to such conditions and requirements as may be promulgated by the ARB. All refuse and debris will be removed or deposited in a dumpster on a daily basis. No materials will be deposited or permitted to be deposited in any canal, lake or waterway or Common Property or other property in the Community or be placed anywhere outside of the Lot upon which the

construction is taking place. No hazardous waste or toxic materials will be stored, handled, or used, including, without limitation, gasoline and petroleum products, except in compliance with all applicable federal, state, and local statutes, regulations, and ordinances and will not be deposited in any manner on, in, or within the construction or adjacent property or waterways. All construction activities will comply with the Architectural Review Requirements. If any contractor, subcontractor, material man or supplier providing services or materials for Lot construction or alterations (collectively, "Contractor") or an Approved Party fails in any regard to comply with the requirements of this Section, the ARB may require that such Approved Party or Contractor post security with the Association in such form and amount deemed appropriate by the ARB in its sole discretion.

- (b) When the physical construction of any improvement is started, such construction will be diligently prosecuted to completion within a reasonable time.
- (c) If, during any construction activity on an improvement or at any other time, any of the Common Property is damaged or destroyed, including, without limitation, any street, street lights, landscaping, street signs, or other improvements located thereon, the Approved Party will be liable for all costs incurred in repairing or replacing such Association Property, and the total costs thereof will be assessed against the Owner as a Specific Assessment. The Association reserves the right to collect from Approved Parties or Contractors a security deposit that may be applied to reduce damages to the Common Property which might occur during the construction of improvements.
- (d) The ARB may, from time to time, adopt standards governing the performance or conduct of Approved Parties, Contractors, and their respective employees within the Community. Each Approved Party and Contractor will comply with such standards and cause its respective employees to comply with same. The ARB may also promulgate requirements to be inserted in all contracts relating to construction within the Community and each Owner will include the same therein. Each Approved Party is responsible for insuring compliance with all terms and conditions of these provisions and of the Architectural Review Requirements by all of its Contractors. In the event of any violation of any of the terms or conditions set forth herein by any Contractor and/or the continued refusal of any Contractor to comply with such terms and conditions after five (5) days' notice and right to cure, the ARB will have, in addition to the other rights hereunder, the right to prohibit the violating Contractor from performing any further services in the Community.

Section 8.12 Inspection. There is specifically reserved to the ARB the right of entry and inspection upon any portion of the Community for the purpose of determining whether there exists any violation of the terms of any approval given by the Association or the ARB or of the terms of this Restated Declaration or the

Architectural Review Requirements. To the extent such inspection may include entry onto any Lot, the ARB will provide to the Owner or tenant of such Lot not less than 24 hours prior written notice of such intended entry.

- Section 8.13 Certificate of Compliance. Prior to the occupancy of any improvement constructed or erected on any Lot, the Owner will obtain a Certificate of Compliance from the ARB certifying that the improvements comply with the requirements set forth herein. The ARB may, from time to time, delegate to a member or members of the ARB the responsibility for issuing the Certificate of Compliance.
- Section 8.14 Certificate of Non-Compliance. In the event that an Owner fails to comply with the provisions contained in this Restated Declaration, the Architectural Review Requirements or other rules and regulations promulgated by the ARB or the Association, the Association and/or the ARB may, in addition to all other remedies contained herein, record a Certificate of Non-Compliance against the affected Lot stating that the improvements fail to meet the requirements of this Restated Declaration and that the Lot is subject to further enforcement remedies.
- Section 8.15 Violation. If any improvement is constructed or altered without prior written approval, or in a manner which fails to conform with the approval granted, the Approved Party will, upon demand of the Association or the ARB, cause such improvement to be removed or restored until approval is obtained or in order to comply with the plans and specifications originally approved. The Approved Party will be liable for the payment of all costs of and associated with effecting such removal or restoration, including, without limitation, all legal fees, incurred by the Association or the ARB. The costs will be deemed a Specific Assessment and enforceable pursuant to the provisions of this Restated Declaration. The ARB and/or the Association are specifically empowered to enforce, at law or in equity, the architectural and landscaping provisions of this Restated Declaration and the Architectural Review Requirements.
- Section 8.16 Court Costs. In the event it becomes necessary to resort to litigation to determine the propriety of any constructed improvement or to cause the removal of any unapproved improvement, the prevailing party in any such legal action will be entitled to recover all reasonable attorneys' fees incurred in connection therewith from the non-prevailing party.
- Section 8.17 Exculpation. Each party submitting plans and specifications for approval will be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto. Neither the Association nor the ARB will, by its approval of any submittal, be liable or responsible for any loss, cost, damage or expense that the submitting Owner, its successors and assigns, may suffer or incur as a result of any defect in such plans and specifications, or any failure of such plans and specifications or improvements constructed pursuant thereto to meet all applicable governmental building codes and requirements.