



# DESIGN REVIEW MANUAL

2016 Revised Edition

# Table of Contents

|                |          |
|----------------|----------|
| <b>SECTION</b> | i        |
| <b>PAGE</b>    | 01       |
| <b>DATE</b>    | 4/1/2016 |

**TABLE OF CONTENTS** ..... i

**INTRODUCTION**

Statement of Purpose ..... 1.01.01

**DESIGN REVIEW COMMITTEE: ORGANIZATION, POLICIES AND PROCEDURES**

Overview ..... 2.01.01  
 Composition of the DRC ..... 2.01.01  
 Authority of the DRC ..... 2.01.01  
 Application Approval Schedule..... 2.01.02\*  
 DRC Administrator and Design Consultants ..... 2.01.02  
 DRC Fees ..... 2.01.03  
 Inspections..... 2.01.04  
 Commencement and Completion of Construction ..... 2.01.04  
 Certified Professionals ..... 2.01.04  
 Damage to Community Improvements..... 2.01.05  
 Responsibilities of Applicants and Lot Owners ..... 2.01.05  
 Time Periods ..... 2.01.06  
 Enforcement of Standards ..... 2.01.06  
 Limiting Conditions..... 2.01.06  
 Application Submissions ..... 2.01.07

**DESIGN REVIEW PROCESS**

Types of Decisions..... 3.01.01  
 Variances ..... 3.01.02  
 Written Approvals and Oral Statements..... 3.01.02  
 Design Review Process for Master Approval ..... 3.02.01  
 Design Review Process for Custom Home Approval ..... 3.03.01  
 Design Review Process for Change Request ..... 3.04.01

# Table of Contents

|                |          |
|----------------|----------|
| <b>SECTION</b> | i        |
| <b>PAGE</b>    | 02       |
| <b>DATE</b>    | 4/1/2016 |

## DESIGN STANDARDS

|  |          |
|--|----------|
| Architectural Themes .....                                   | 4.01.01  |
| Exhibit: Approved Architectural Themes .....                 | 4.01.03  |
| Site and Structure Requirements.....                         | 4.02.01  |
| Exhibit: Summary of Key Site and Structure Requirements..... | 4.02.08  |
| Utilities and Related Services .....                         | 4.03.01  |
| Exterior Elevations and Materials.....                       | 4.04.01  |
| Roofs and Dormers.....                                       | 4.05.01* |
| Fireplaces and Chimneys.....                                 | 4.06.01  |
| Garages and Driveways.....                                   | 4.07.01* |
| Exhibit: Garage Types and Driveway Finishes.....             | 4.07.04  |
| Exhibit: Driveway and Sidewalk Details .....                 | 4.07.05  |
| Entry Walkways and Community Sidewalks .....                 | 4.08.01  |
| Exhibit: Entry Walkway Materials and Finishes.....           | 4.08.02  |
| Awnings and Shutters .....                                   | 4.09.01  |
| Porches, Patios, Pools, Spas and Screen Enclosures.....      | 4.10.01  |
| Exhibit: Setbacks and Finishes .....                         | 4.10.04  |
| Fences, Walls and Planters.....                              | 4.11.01* |
| Exhibit: Perimeter and Pool Fence Specifications .....       | 4.11.04  |
| Exhibit: Perimeter and Pool Fence Design .....               | 4.11.05  |
| Accessory Structures .....                                   | 4.12.01  |
| Exterior Colors and Maintenance.....                         | 4.13.01  |
| Exterior Lighting .....                                      | 4.14.01  |
| Landscaping, Irrigation and Wells.....                       | 4.15.01* |
| Exhibit: Summary of Key Minimum Landscape Standards .....    | 4.15.11  |
| Exhibit: Landscape Palette .....                             | 4.15.13  |
| Exhibit: Tree Staking Details .....                          | 4.15.16  |
| Lot and Landscape Maintenance.....                           | 4.16.01  |
| Signs and Mailboxes .....                                    | 4.17.01  |
| Exhibit: Approved Signs .....                                | 4.17.03  |
| Exhibit: Approved Mailboxes.....                             | 4.17.04  |
| Satellite Dishes and Antennas .....                          | 4.18.01  |
| Play Equipment.....  | 4.19.01  |
| Miscellaneous Provisions.....                                | 4.20.01  |
| Exhibit: House Numbers .....                                 | 4.20.02  |
| Retreats .....   | 4.21.01  |

|   |                |
|---|----------------|
| <b>ENVIRONMENTAL STANDARDS .....</b>    | <b>5.01.01</b> |
| <b>CONSTRUCTION SITE STANDARDS.....</b> | <b>6.01.01</b> |

# Table of Contents

|                |          |
|----------------|----------|
| <b>SECTION</b> | i        |
| <b>PAGE</b>    | 03       |
| <b>DATE</b>    | 4/1/2016 |

**CONSTRUCTION GUIDELINES .....6.02.01**

**DRC FORMS AND APPLICATIONS**

DRC Forms and Application..... 7.01.01  
 Exhibit: Homeowner Fact Sheet ( for Custom Homes ) ..... 7.02.01  
 Exhibit: Preliminary Design Review Application for Custom Approval.....7.03.01\*  
 Exhibit: Builder Application..... 7.04.01  
 Exhibit: Builder Agreement..... 7.05.01  
 Exhibit: Final Design Review Application for Custom Approval..... 7.06.01\*  
 Exhibit: Landscape Review Application for Custom Approval..... 7.07.01\*  
 Exhibit: Construction Deposit Refund Request ..... 7.08.01  
 Exhibit: Design Review Application for Master Plan Approval..... 7.09.01  
 Exhibit: Design Review Application for Lot Approval..... 7.10.01  
 Exhibit: Change Request..... 7.11.01  
 Exhibit: Stop Work Order.....7.12.01  
 Exhibit: Design Review Application ..... 7.13.01\*

**INTERPRETATIONS AND DEFINITIONS ..... 8.01.01**

\*Changes made 4.1.2016

# Introduction

|         |           |
|---------|-----------|
| SECTION | 1.01      |
| PAGE    | 01        |
| DATE    | 9/11/2007 |

## STATEMENT OF PURPOSE

The purpose of the Design Review Manual is to help Designated Builders, Participating Builders and Lot Owners to understand the criteria used to review and approve proposed plans for Residential Units within Southern Hills Plantation. For those who have already become a part of the community, it also establishes the standards used to evaluate modifications to landscaping and other exterior improvements for completed homes.

In conjunction with the Declaration of Covenants and Restrictions (CC & R's) for Southern Hills Plantation, the Design Review Manual is intended to fulfill these objectives:

- To preserve and maintain the inherent qualities of the community and individual neighborhoods while allowing for the design and construction of individual homes.
- To advocate the protection and promotion of property values through the establishment of written standards.
- To establish a viable framework for the planning, design, approval and construction of new homes.
- To accommodate exterior modifications for existing homes as may be requested in the future by residents.

The Design Review Manual sets forth design, environmental and construction site standards for Residential Units at Southern Hills Plantation. It is organized to assist home purchasers, builders and architects from the preliminary design phase of a new home through its completion. While individual creativity is encouraged, standards have been established to maintain a measure of consistency or compatibility within individual neighborhoods throughout the course of community development. In some cases there will be no permitted variation from established standards, while in other areas flexibility may be permitted with the review and approval of the Design Review Committee [DRC].

The Design Review Manual provides a means to preserve the environment of Southern Hills Plantation as well as the exclusiveness of homes to be created within individual neighborhoods. Adherence to the standards contained in this manual will contribute to the continuation of the inherent and natural attributes of the community as a highly desirable place to live.

# Design Review Committee:

## Organization, Policies & Procedures

|         |            |
|---------|------------|
| SECTION | 2.01       |
| PAGE    | 01         |
| DATE    | 11/20/2013 |

### OVERVIEW

The primary function of the Design Review Committee [DRC] is (a) to establish standards for new construction and modification of completed homes, and (b) to evaluate Applications and Design Documents in accordance with the Design Review Manual. The DRC's review and approval responsibilities embrace all aspects of new construction and modifications, which shall include, but not be limited to, the following:

- Land Planning
- Site Work, Grading & Drainage
- Architectural Design
- Exterior Colors, Materials & Finishes
- Construction Materials
- Signage, Flags and Banners
- Landscape Design
- Landscape Removal/Replacement
- Architectural/Landscape Lighting
- Environmental Preservation
- Construction Site Activities
- Exterior Alterations / Modifications

### COMPOSITION OF THE DRC

The Developer shall appoint members of the DRC, composed of two or more persons who are not required to be Owners, to review, approve or deny requests for new construction or modifications to existing homes. Upon the expiration of the Developer's right to appoint the members of the DRC, such members shall be appointed by the Board of Directors of the Association.

### AUTHORITY OF THE DRC

The Developer shall have exclusive jurisdiction through the DRC over all new construction and modifications to completed homes within the community until such responsibilities are turned over or assigned to the Association as provided in the Declaration. The authority of the DRC includes, but is not limited to, the following:

- To approve or deny Applications and Design Documents for compliance with the provisions contained in the Design Review Manual or on purely aesthetic grounds where, in its sole judgment, such action is required to maintain the desired character of the overall community or individual neighborhoods.
- To establish architectural motifs and exterior design themes for neighborhoods within the community.

# Design Review Committee:

## Organization, Policies & Procedures

|         |          |
|---------|----------|
| SECTION | 2.01     |
| PAGE    | 02       |
| DATE    | 4/1/2016 |

- To assure compatible architectural designs, materials and colors as well as harmonious relationships among homes on neighboring Lots.
- To prepare design, environmental and construction site standards for the protection of property values.
- To establish fees for the processing of Applications and the administration of the design review process.
- To prepare and amend standards and other provisions in the Design Review Manual as may be required from time to time.
- To inspect work in progress or completed improvements at the option, but not the obligation, of the DRC.
- To prohibit or require the removal [*when constructed or modified without approval*] of improvements inconsistent with the provisions of the Design Review Manual or Applications and Design Documents on file with the DRC.
- To issue **stop work orders** for Designated Builders, Participating Builders and Lot Owners in violation of standards in the Design Review Manual, in conflict with approved Applications and Design Documents, or for undertaking new construction or modifications not previously approved by the DRC. The DRC shall not be responsible for any costs or expenses incurred by Designated Builders, Participating Builders and Lot Owners as a result of issuing a stop work order.

### APPLICATION APPROVAL SCHEDULE

With respect to the submittal of a Modifications Review Application or a Design Review Application, the DRC shall approve or disapprove any such Application submitted to it, or request additional information it may require, within (0) twenty days after receipt for the Modifications Review Application (for new construction) and within (30) thirty days after receipt for Design Review Application (after final construction). If written approval or request for additional information is not issued within the respective Application time period herein state, such submittal shall be deemed denied.

### DRC ADMINISTRATOR AND DESIGN CONSULTANTS

The Design Review Committee may appoint a DRC Administrator and may select independent design consultants to review Applications and meet with Applicants for the following purposes:

- To provide interpretation of standards.
- To conduct pre-design conferences regarding proposed improvements on a specific Lot; adjacent, nearby or planned structures; easements; drainage; and setbacks.
- To review proposed designs for compatibility with the architectural themes and other standards established for individual neighborhoods.
- To review job progress and conduct inspections as may be scheduled at the option of the

DRC.

|   |                |          |
|---|----------------|----------|
| <b>Design Review Committee:</b><br><b>Organization, Policies &amp; Procedures</b> | <b>SECTION</b> | 2.01     |
|   | <b>PAGE</b>    | 03       |
|   | <b>DATE</b>    | 10/10/14 |

**DRC FEES**

Design review fees apply for the processing of Applications and the administration of the design review process. If applicable, all Applications submitted to the DRC must have the appropriate fee attached as shown in the following schedule:

| <b>APPLICATION OR PROCESS</b> | <b>PAID BY</b>        | <b>FEE</b>          | <b>FEE TYPE</b>  | <b>PAID TO</b> |
|-------------------------------|-----------------------|---------------------|--|----------------|
| Master Approval Plan Review   | Participating Builder | \$300.00 [per plan] | Design Review  | SHP Group LLC  |
| Master Approval Lot Review    | Lot Owner/Builder     | \$300.00            | Design Review<br>Topographic Survey &<br>Tree Survey<br>Geotechnical Borings,<br>Soil Test | SHP Group LLC  |
| Custom Approval (All Lots)    | Lot Owner/Builder     | \$500.00            | Design Review<br>Topographic Survey &<br>Tree Survey<br>Geotechnical Borings,<br>Soil Test | SHP Group LLC  |
| Construction Deposit          | Lot Owner/Builder     | \$3,000 [per home]  |  | SHP Group LLC  |

***The fee for processing extraordinary requests, which require the services of professionals, such as attorneys, engineers, architects and contractors, shall be in addition to the above-referenced fees. Any such costs are the responsibility of the Applicant and must be paid in advance of reviewing Applications.***



# Design Review Committee:

## Organization, Policies & Procedures

|         |            |
|---------|------------|
| SECTION | 2.01       |
| PAGE    | 04         |
| DATE    | 11/20/2013 |

### INSPECTIONS

Periodic inspections may be made [*but shall not be required to be made*] by a representative of the DRC during or after completion of new construction or modifications to determine compliance with Applications, Design Documents and Design Review Manual. Lot Owners are required to provide reasonable access and cooperate fully with members of the DRC and its representatives.

### COMMENCEMENT AND COMPLETION OF CONSTRUCTION

**Completion of construction** for new home construction shall occur within 240 days of **commencement of construction** unless otherwise extended by the DRC. **Commencement of construction** shall not have been deemed to commence until (a) all plans for such construction have been approved by the DRC, (b) permits have been issued by the requisite building department and governmental authorities, and (c) the foundation or slab [*as applicable*] has been installed. **Completion of construction** is the date new construction is complete, including installation of all landscaping, as evidenced by the issuance of a certificate of occupancy by the requisite building department.

### CERTIFIED PROFESSIONALS

The use of certified professionals is **required** for Applicants considering the construction of a new home or structural modifications to an existing home. These include, but are not limited to, the following:

- Plans for custom homes or for structural modifications to existing homes shall be designed by a **licensed architect** or **certified building designer** and sealed by an **engineer**.
- If the architect is not specialized in landscape design, Applicants are encouraged to retain a **landscape architect** or **landscape designer**. For approval of new construction, professional quality landscape and irrigation plans are required for **Landscape Review**.
- All surveys required by this manual shall be performed by a **registered land surveyor**.
- Construction of new homes shall be performed by **building contractors**, licensed to perform work in Hernando County and accepted by the Developer and DRC. Construction of new homes by non-licensed individuals or "owner-builders" is not permitted.

# Design Review Committee:

## Organization, Policies & Procedures

|                |          |
|----------------|----------|
| <b>SECTION</b> | 2.01     |
| <b>PAGE</b>    | 05       |
| <b>DATE</b>    | 10/10/14 |

### DAMAGE TO COMMUNITY IMPROVEMENTS

Lot Owners shall be solely responsible for the cost and repair or replacement of any improvements in Common Areas damaged or destroyed by their builder and agents, employees, trade contractors or suppliers of the Lot Owner or builder. Lot Owners are responsible for the cost and expense for whatever repairs or replacement may be required to restore improvements to their original condition within ten (10) days of the occurrence of any such damage. Affected improvements include, but are not limited to, damage to utilities, infrastructure, trees and other landscaping, drainage improvements and facilities, erosion control devices, vertical improvements, street lights, signage, rights-of-way, sidewalks, curbs and roadways. In the event the Lot Owner fails to complete necessary repairs within the ten (10) day period pursuant to NPDES and the Developer's requirements, the Developer or the Association shall have the right, but not the obligation, to affect such repairs at the Lot Owner's cost and expense plus 50%.

### RESPONSIBILITIES OF APPLICANTS AND LOT OWNERS

The DRC assumes no liability for any aspect of new construction or modifications to completed homes, including, without limitation, the following obligations which are the sole responsibility of the Applicant or Lot Owner:

- Selection of licensed and insured builders and trade contractors.
- Quality of workmanship or materials provided by any builder or trade contractor.
- Compliance with ordinances, disability provisions, environmental regulations, building codes, safety requirements and product approvals.
- Suitability of surface and subsurface soil conditions, including radon.
- Water runoff and drainage control during construction or after completion of improvements.
- Accuracy of elevation grades, stakeouts, surveys and lot grading plans.
- Permits or approvals as may be required by the requisite building department and any governmental authorities with jurisdiction over the Lot or Property.
- Completeness or adequacy of Design Documents submitted by an Applicant.
- Determination of structural, mechanical, electrical or fire/safety adequacy as well as code compliance or other technical aspects of proposed designs and construction materials/methods, which are the sole responsibility of Applicants and architects, engineers, builders and contractors working on behalf of Applicants.
- Compliance with the Design Review Manual, the Declaration or any other covenants, restrictions and easements burdening a Lot or the Property.

# Design Review Committee:

## Organization, Policies & Procedures

|         |            |
|---------|------------|
| SECTION | 2.01       |
| PAGE    | 06         |
| DATE    | 11/20/2013 |

### TIME PERIODS

Whenever any time period is measured in days and if any such time period expires on a Saturday, Sunday or national bank holiday, it shall be extended to the next succeeding calendar day that is not a Saturday, Sunday or national bank holiday.

- ***The time period for rendering decisions by the DRC for any step in the design review process shall not commence until receipt of applicable fees and complete Applications and Design Documents.***

### ENFORCEMENT OF STANDARDS

The Board of Directors of the Association shall have the right to enforce provisions and standards contained in the Design Review Manual. In the event of a material violation, the Board may require a Lot Owner to make restitution to the Association for any loss resulting from any violation, to impose reasonable fines, and to exercise other remedies set forth in the Legal Documents.

### LIMITING CONDITIONS

The following limiting conditions shall apply to activities of the DRC and provisions of the Design Review Manual:

- The standards contained in the Design Review Manual set forth minimum requirements. If the Design Review Manual imposes a greater restriction than is imposed and required by zoning regulations, building codes or the requirements of governmental authorities with jurisdiction over a Lot or the Property, the standards in the Design Review Manual shall control. In the event zoning regulations, building codes or the requirements of governmental authorities require greater restrictions than are imposed by the Design Review Manual, the more stringent provisions shall control. If a conflict results between the Declaration and the Design Review Manual, the provisions of the Declaration shall control anything to the contrary.
- Approval of Applications or Design Documents by the DRC shall not be construed as meeting the requirements of applicable zoning and building codes or the requirements of governmental authorities with jurisdiction over the Property or any Lot located therein.
- Approval of Applications or Design Documents by the DRC shall not impose any responsibility on the DRC for the safety, design, engineering or construction of improvements. The scope of any review and approval by the DRC shall be limited solely to whether the plans meet certain requirements and standards relating to aesthetics, and the harmony and compatibility of the proposed improvements on Applicant's Lot with other improvements to be constructed within the community.

# Design Review Committee:

## Organization, Policies & Procedures

|         |          |
|---------|----------|
| SECTION | 2.01     |
| PAGE    | 07       |
| DATE    | 10/10/14 |

- The Design Review Manual is subject to change by the DRC without prior notice. Applicants should contact the DRC Administrator to ascertain what changes, if any, may affect proposed plans for new construction or modifications to existing homes prior to undertaking preliminary or final designs.

### **APPLICATION SUBMISSIONS**

Applications and Design Documents should be mailed or delivered to the DRC at the location:

Design Review Committee  
Southern Hills Plantation Sales Center  
19850 Southern Hills Boulevard  
Brooksville, FL 34601

Tel: (352) 799-9898  
Fax: (352) 799-9897

# Design Review Decisions

|         |         |
|---------|---------|
| SECTION | 3.01    |
| PAGE    | 01      |
| DATE    | 5/24/04 |

## TYPES OF DECISIONS

In order to provide a systematic and uniform evaluation of requests from Lot Owners, specific **Design Review Applications** are required for new construction, modifications to existing homes, and changes to work in progress. Upon receipt of an Application, the required Design Documents, and payment of applicable fees, the DRC will begin processing an Applicant's request and render one of three (3) decisions in writing:

- Approved as submitted
- Approved with stipulations
- Disapproved

If an Application is **APPROVED WITH STIPULATIONS**, the Applicant must make changes prior to undertaking new construction or modifications. However, the revised submission of Applications and Design Documents is not required. **STIPULATIONS** are binding upon an Applicant.

In the event an Application is **DISAPPROVED** at time of submittal, the Applicant must make appropriate changes and resubmit an Application with revised Design Documents.

In some cases an Application may be **DISAPPROVED** because it is in conflict with the standards contained in the Design Review Manual. If an Application has been **DISAPPROVED** and an Applicant does not understand the DRC's comments or concerns, the Applicant should contact the DRC Administrator.

- ***The DRC may disapprove Applications and Design Documents for non-compliance with the provisions contained in the Design Review Manual or on purely aesthetic grounds where, in its sole judgment, such action is required to maintain the desired character of the overall community or individual neighborhoods.***
- ***The approval of Applications or Design Documents for new construction or modifications on a certain Lot shall not obligate the DRC to make similar approval on other Lots with similar Applications or Design Documents.***
- ***The DRC is not obligated to review incomplete Applications or Design Documents that do not conform to the requirements set forth in this manual.***
- ***The time period for rendering decisions by the DRC for any step in the design review process shall not commence until receipt of applicable fees and complete Applications and Design Documents. The DRC shall approve or disapprove any such Application submitted to it, or request additional information it may require, within twenty [20] days after receipt. If written approval or request for additional information is not issued within such twenty [20] day period, such submittal shall be deemed denied.***

# Design Review Decisions

|         |         |
|---------|---------|
| SECTION | 3.01    |
| PAGE    | 02      |
| DATE    | 5/24/04 |

## VARIANCES

The DRC, in its sole discretion, may authorize a variance from compliance with any of its standards and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require. Such variances may only be granted, however, when unique circumstances dictate, and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of the Declaration, or (c) prevent the DRC from denying a variance in other circumstances. The inability to obtain any permit or any financing shall not be considered a hardship warranting a variance.

## WRITTEN APPROVALS AND ORAL STATEMENTS

Applications and Design Documents on file with the DRC and written approvals as may be issued by the DRC shall be the sole source of reference regarding DRC approval. Any reference in this manual to ***DRC approval*** or similar terms and phrases shall be interpreted as ***approval in writing***. Oral statements may not be relied upon.

# Design Review Process for Master Approval *[for Participating Builders only]*

|         |           |
|---------|-----------|
| SECTION | 3.02      |
| PAGE    | 01        |
| DATE    | 8/03/2007 |

## OVERVIEW

Participating Builders anticipating re-use of plans within neighborhoods with Lots typically planned for up to **100'** in width may submit all building plans, exterior materials, color palettes, and landscape plans at one time for **Master Approval**. The following steps apply to the submission of **Design Review Applications for Master Plan Approval**:

- STEP 1:** Submit **Design Review Application for Master Plan Approval** for plans intended for general re-use.
- STEP 2:** Submit **Design Review Application for Lot Approval** for approval on a specific Lot for a plan that has received master approval.
- STEP 3:** Arrange for **Stake-Out Review** if required by the DRC to determine if adjustments in the location or plan may be required to preserve mature trees.
- STEP 4:** Obtain building permit and commence construction.
- STEP 5:** Deliver certificate of occupancy and final survey to the DRC Administrator upon completion of construction.

## STEP 1: DESIGN REVIEW APPLICATION FOR MASTER PLAN APPROVAL

Builders, anticipating multiple use of a plan for which minor exterior changes will occur, may submit in advance a **Design Review Application for Master Plan Approval** for each floor plan. Submittals must include the following items:

- Design Review Application for Master Plan Approval [*for each proposed floor plan*]
- Full Scaled Construction Plan Set [ *including all floor plan variations and elevations*]
- Samples and Literature of exterior materials and finishes
- Landscape Plans [*for each floor plan provide 3 different landscape plans, one each for a standard lot, a back-to-back lot, and a corner lot* ]
- Pool and Screen Enclosure Plans [*with all proposed configurations and designs for each floor plan*]
- Color Palettes [*with all proposed color combinations for the plan series*]

**Design Review Process  
for Master Approval**  
*[ for Participating Builders only ]*

|         |           |
|---------|-----------|
| SECTION | 3.02      |
| PAGE    | 02        |
| DATE    | 8/03/2007 |

The DRC will review a Design Review Application for Master Plan Approval for each plan submitted and issue a letter with its decision, indicating **approved as submitted**, **approved with stipulations** or **disapproved**. All Design Documents attached to the Application will be retained by the DRC.

- **See sample Design Review Application for Master Plan Approval including checklist for Design Documents in Section 7.09.01.**
- **Upon receipt of Master Approval [unless such approval is withdrawn by the DRC], Participating Builders may repeat plans upon the submission and approval of a Design Review Application for Lot Approval as outlined below.**

**STEP 2: DESIGN REVIEW APPLICATION FOR LOT APPROVAL**

Upon receipt of Master Approval discussed above, Participating Builders are required to submit a **Design Review Application for Lot Approval** and the required Design Documents for construction of a floor plan on a specific Lot. The DRC will review the Application and Design Documents, and issue a letter with its decision, indicating **approved as submitted**, **approved with stipulations** or **disapproved**. All Design Documents attached to the Application will be retained by the DRC.

- **See sample Design Review Application for Lot Approval including checklist for Design Documents in Section 7.10.01.**

**STEP 3: STAKE-OUT REVIEW**

After approval of a **Design Review Application for Lot Approval** for the construction of a home on a specific Lot and prior to any clearing, excavating or filling, the Participating Builder shall flag trees scheduled for removal, and stake lot lines, house corners, limits of clearing and driveway locations **if requested** by the DRC Administrator. If a stake-out review is not required, Applicant may proceed with Step 4 to obtain a building permit.

Upon completion of the stake-out, the Participating Builder shall notify the DRC Administrator, who will review stake-out for conformity to DRC approved plans, identify any other issues that may arise, and **approve** or **disapprove** the commencement of construction subject to receipt of a building permit.

- **Stake-Out Review will be conducted by the DRC Administrator within 2 business days of request by a Participating Builder. Adjustments may be required to the final building plans or for the location of foundations to preserve mature trees.**



Design Review Process  
for Master Approval  
[ for Participating Builders only ]

|         |           |
|---------|-----------|
| SECTION | 3.02      |
| PAGE    | 03        |
| DATE    | 8/03/2007 |

**STEP 4: BUILDING PERMIT AND COMMENCEMENT OF CONSTRUCTION**

Upon approval of a Design Review Application for Lot Approval, a Participating Builder may submit plans to the requisite building department to obtain a permit. Southern Hills Plantation is located within the jurisdiction of the City of Brooksville, and subject to all requirements thereof.

If the requisite building department requires changes to the plans as approved by the DRC, any such changes must also be approved by the DRC before commencement of construction. In such cases, Applicant's Designated Builder or Participating Builder should contact the DRC Administrator to determine if a **Change Request Application** is necessary. Upon resolution of changes, Applicant's Designated Builder or Participating Builder shall provide a photo copy of the building permit to the DRC Administrator. Thereafter, construction may commence.

- ***In the event of changes required during the permitting process, the Participating Builder must check with the DRC Administrator to determine if a Change Request Application is necessary.***

**STEP 5: FINAL INSPECTION AND SUBMITTALS**

Upon completion of construction, the Participating Builder must submit the following items to the DRC Administrator for review:

- Certificate of Occupancy: one (1) photo copy
- Final Survey: one (1) original [sealed]

Upon receipt of the **Certificate of Occupancy** and the **Final Survey**, the DRC Administrator may conduct a final inspection to determine if all improvements, including landscaping, have been completed in accordance with the Design Review Application and Design Documents. Participating Builders are obligated to take remedial action as may be required by the DRC Administrator to complete improvements that are not in compliance.

# Design Review Process for Custom Home Approval

[*Designated Builders and Participating Builders*]

|         |           |
|---------|-----------|
| SECTION | 3.03      |
| PAGE    | 01        |
| DATE    | 8/03/2007 |

## OVERVIEW

Custom homes are classified as any home which has not received Master Approval for construction within the community. Custom homes are permitted in neighborhoods planned for Lots with typical widths of **80' [Estate Lot], 100' [Grand Estate Lot], 110'-120' [Mansion Lot], and 1 acre [Retreat Lot]**. An individual Lot Owner who purchases a Lot in a neighborhood planned for Estate or Grand Estate Lots must use a **Participating Builder** for the construction of a custom home. For Mansion Lots, the individual Lot Owner may use a **Designated Builder** or a **Participating Builder**.

A **Designated Builder** is a builder (a) selected by an individual Lot Owner for the construction of a custom home on a **Mansion or Retreat Lot**, and (b) accepted by the Developer and DRC for such limited purpose.

A **Participating Builder** is a builder who purchases Lots within the community for the purpose of constructing homes thereon for sale to third party purchasers as part of the participating builder program organized and operated by the Developer. For an individual Lot Owner, a Participating Builder may also construct a **pre-designed home** with master approval on an Estate and Grand Estate Lot or a **custom home** on an Estate, Grand Estate, Mansion or Retreat Lot.

The following is a summary of the **Design Review Process** for custom home approval on an Estate, Grand Estate, Mansion or Retreat Lot:

- |   |   |
|---|---|
| <b>STEP 1:</b> Complete Homeowner Fact Sheet                | Request Form by contacting the DRC Administrator  |
| <b>STEP 2:</b> Attend Design Review Orientation Meeting     | Arrange 10 calendar days in advance by contacting DRC Administrator   |
| <b>STEP 3:</b> Submit Preliminary Design Review Application | Allow up to 20 calendar days for comments from the DRC  |
| <b>STEP 4:</b> Obtain Builder Approval                      | Allow up to 20 calendar days for approval of a Builder Application for a Designated Builder. Participating Builders are pre-approved. |
| <b>STEP 5:</b> Submit Final Design Review Application       | Allow up to 20 calendar days for a decision by the DRC  |
| <b>STEP 6:</b> Arrange for Stake-Out Review                 | Allow up to 2 business days for a decision by the DRC Administrator   |
| <b>STEP 7:</b> Obtain Building Permit                       | As per schedule of requisite building   |

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| <h2 style="margin: 0;">Design Review Process<br/>for Custom Home Approval</h2> <p style="margin: 0;"><i>[ Designated Builders and Participating Builders ]</i></p> | SECTION | 3.03      |
|  | PAGE    | 02        |
|  | DATE    | 8/03/2007 |

department

- |  |   |
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| <p><b>STEP 8:</b> Arrange for Foundation Review</p>                | Allow up to 2 business days for a decision by the DRC Administrator   |
| <p><b>STEP 9:</b> Submit Landscape Review Application</p>          | Allow up to 20 calendar days for a decision by the DRC  |
| <p><b>STEP 10:</b> Arrange for Final Inspection and Submittals</p> | Provide certificate of occupancy, final lot grading as built, and final survey upon completion to the DRC Administrator |

**STEP 1: COMPLETE HOMEOWNER FACT SHEET**

Individual Lot Owners *[other than a Participating Builder Lot Owner]* should request a Homeowner Fact Sheet from the DRC Administrator.

Individuals anticipating the construction of a home shall complete the Homeowner Fact Sheet in advance and bring it to the orientation meeting with the Design Review Application Fee of \$500.00 plus the cost of a topographic survey, tree survey and soil test ***prior to hiring an architect or builder.***

Due to the number of Lots with sloping terrain, the ***topographic survey*** is needed by the architect to fit the proposed plan to the site and to design the foundation of the home. Saving trees is a priority, and the ***tree survey*** will be used by the architect to ensure that the home design takes into consideration the location of mature trees to be saved. The final item is a ***soil test***. To properly handle drainage and bearing capacities, approximately 4' feet of sand is required between the foundation of a home and any layer of clay that may occur below. The soil test will determine the type and composition of soil so the Builder's engineer can properly establish grades in the yard around a home and direct the of water flow in accordance with the Surface Water Management System for the community. More than one soil test may be required to determine layers of soil types below the surface. The City of Brooksville requires Compaction Tests for the soil below the foundation. Additional soil tests *[if needed]* are the responsibility of the Lot Owner.

- ***For details on the cost of the topographic survey, tree survey and soil test, contact the DRC Administrator.***
- ***See sample Homeowner Fact Sheet in Section 7.02.01.***

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| <h2 style="margin: 0;">Design Review Process<br/>for Custom Home Approval</h2> <p style="margin: 0;"><i>[Designated Builders and Participating Builders]</i></p> | SECTION | 3.03      |
|  | PAGE    | 03        |
|  | DATE    | 8/03/2007 |

### **STEP 2: ATTEND DESIGN REVIEW ORIENTATION MEETING**

Before undertaking the design of a custom home, individual Lot Owners *[other than a Participating Builder Lot Owner]* and their architect and builder should read and acquaint themselves with the ***Design Review Manual*** and applicable portions of the ***Declaration***. Prior to the preparation of preliminary plans, individual Lot Owners *[other than a Participating Builder Lot Owner]* are required to attend a Design Review Orientation Meeting with the DRC Administrator. The purpose of this meeting is to discuss the type and size of home anticipated by an individual Lot Owner, to outline the design review process, and to review key site development considerations for the individual Lot Owner's Lot. Meetings usually take about one hour and should be arranged approximately 10 days in advance by calling the DRC Administrator.

In addition Design Review Orientation Meetings will provide the individual lot owners with helpful information about the following topics:

- Design review process
- Completion of applications
- Key standards and guidelines
- Architectural design requirements
- Site planning considerations
- Selection of an architect and building contractor

### **STEP 3: SUBMIT PRELIMINARY DESIGN REVIEW APPLICATION**

As part of this step, an individual Lot Owner *[other than a Participating Builder]* is required to submit a ***Preliminary Design Review Application*** including the required ***Design Documents*** to determine the appropriateness of the proposed plans prior to undertaking the preparation of final architectural drawings. Design Documents required for Preliminary Design Review may be conceptual in nature, utilizing sketches and illustrations.

- ***The DRC may take up to 20 calendar days to review Preliminary Design Review Applications and to provide comments. Since plans are conceptual in nature and not complete, no final decision is rendered on Preliminary Design Review Applications. Comments made during Preliminary Design Review are not binding on the DRC.***
- ***See sample Preliminary Design Review Application including checklist for Design Documents in Section 7.03.01.***
- ***If the Lot Owner is a Participating Builder, Step 3 is optional. Regardless, the Design Review Fee and the cost of the topographic survey, tree survey and soil test must be paid with the submission of the Final Design Review Application.***

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| <h1 style="margin: 0;">Design Review Process</h1> <h2 style="margin: 0;">for Custom Home Approval</h2> <p style="margin: 0;"><i>[Designated Builders and Participating Builders]</i></p> | SECTION | 3.03      |
|  | PAGE    | 04        |
|  | DATE    | 8/03/2007 |

*The DRC will order the topographic survey, tree survey and soil test on behalf of the Participating Builder.*

**STEP 4: BUILDER APPROVAL**

*Participating Builders* are pre-approved by the Developer and DRC for the construction of custom homes. Individual Lot Owners using a Participating Builder for the construction of a custom home may skip this step.

Builders other than Participating Builders must be approved in advance for the construction of a custom home by the Developer and DRC. Once approved by the Developer and DRC, the Applicant's builder will become a **Designated Builder** for the limited purpose of constructing a custom home on the Owner's Lot. Builders seeking acceptance to construct a custom home shall submit the following items to the DRC Administrator:

| Item                           | Designated<br>Builder Candidate |
|--------------------------------|---------------------------------|
| Builder Application            | Required                        |
| Builder Application Fee: \$500 | Required                        |
| Builder Agreement              | Required                        |
| Construction Deposit: \$3,000  | Required                        |

- *For a sample Builder Application and Builder Agreement, see Section 7.04 and 7.05.*
- *Make checks payable to GreenPointe, LLC for the Builder Application Fee and Construction Deposit. If a builder candidate is not approved for the construction of a custom home, the Builder Application Fee and Construction Deposit will be refunded within 15 calendar days.*

The Builder Application will be reviewed by the Developer and DRC within 20 calendar days of receipt of the above items, and a decision will be rendered **approving** or **disapproving** the builder for construction of a custom home on the Owner's Lot. The Developer or DRC may, but shall not be obligated to, specify the reasons for denial of a builder for construction of a custom home.

- *The scope of any review and acceptance of a builder shall be for the sole benefit of the Developer. Lot Owners selecting a builder for the construction of a custom home shall be responsible for determining the experience, business practices, reputation and creditworthiness of any such builder as may be prudent and necessary.*

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| <h2 style="margin: 0;">Design Review Process<br/>for Custom Home Approval</h2> <p style="margin: 0;"><i>[Designated Builders and Participating Builders]</i></p> | SECTION | 3.03      |
|  | PAGE    | 05        |
|  | DATE    | 8/03/2007 |

If a builder has been previously accepted for construction of a custom home, the Developer and DRC may not require another updated **Builder Application** to be submitted in the event another individual Lot Owner selects the same builder. However, if an updated **Builder Application** is required by the Developer and the DRC, an additional administrative fee will be due from the builder. Regardless of whether or not an updated Builder Application is required, a **Builder Agreement** must be submitted by the builder and accepted by the Developer and DRC as to each custom home to be built by a Designated Builder. In addition, a **Construction Deposit** must be delivered and maintained for each custom home to be constructed.

### **STEP 5: SUBMIT FINAL DESIGN REVIEW APPLICATION**

The next step in the approval process is **Final Design Review**. The individual Lot Owner or Participating Builder *[as applicable]* is required to submit a **Final Design Review Application** including the required **Design Documents**.

The Final Design Review Application includes (a) **exterior material and finish schedule**, and (b) a **color chip sheet** and (c) **product photos and manufacturer literature**. Only one color chip sheet is required. The DRC will review the Application and Design Documents, and return one set of each to the Applicant with its decision, except for the color chip sheet which will be retained by the DRC.

- ***The DRC may take up to 20 calendar days to review a Final Design Review Application.***
- ***See sample Final Design Review Application including checklist for Design Documents in Section 7.06.01.***

### **STEP 6: ARRANGE STAKE-OUT REVIEW**

After Final Design Review and prior to any clearing, excavating or filling on a Lot, the Designated Builder or Participating Builder *[as applicable]* shall flag trees scheduled for removal, and stake lot lines, house corners, limits of clearing and driveway locations.

Upon completion of the stake-out, the Designated Builder or Participating Builder *[as applicable]* shall notify the DRC Administrator, who will review stake-out for conformity to DRC approved plans, identify any other issues that may arise, and **approve** or **disapprove** the commencement of construction subject to receipt of a building permit.

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| <b>Design Review Process</b><br><b>for Custom Home Approval</b><br><i>[Designated Builders and Participating Builders]</i> | <b>SECTION</b> | 3.03      |
|  | <b>PAGE</b>    | 06        |
|  | <b>DATE</b>    | 8/03/2007 |

**STEP 7: OBTAIN BUILDING PERMIT**

Upon completion of Stake-Out Review, the Designated Builder or Participating Builder *[as applicable]* may apply for a building permit from the requisite building department. Southern Hills Plantation is located within the jurisdiction of the City of Brooksville.

If the requisite building department requires changes to the plans as approved by the DRC, any such changes must also be approved by the DRC before commencement of construction. In such cases, the Designated Builder or Participating Builder *[as applicable]* must contact the DRC Administrator to determine if a **Request for Change Application** is necessary. Upon resolution of changes, the Designated Builder or Participating Builder *[as applicable]* shall provide a photo copy of the building permit to the DRC Administrator. Thereafter, construction may commence.

Unless otherwise approved by the Developer and the DRC, the name of the building contractor shown on the building permit for a Designated Builder must be the same name as indicated on the Builder Application and Builder Agreement on file with the Developer and the DRC.

**STEP 8: FOUNDATION REVIEW**

Upon completion of the foundation or slab, the Designated Builder or Participating Builder *[as applicable]* must submit a foundation survey to the DRC for **Foundation Review**. All surveys must be sealed by a registered land surveyor.

- ***Foundation surveys will be reviewed by the DRC within 2 business days of receipt. Construction can resume after receipt of approval from the DRC Administrator.***

Foundation surveys submitted to the DRC shall include one of the following certifications:

**CERTIFICATION TO: GreenPointe, LLC**

**Southern Hills Plantation Homeowners Association, Inc.**

The slab location and finish floor elevation for the subject property are in substantial compliance with the Design Documents approved by the Design Review Committee.

**CERTIFICATION TO: GreenPointe, LLC**

**Southern Hills Plantation Homeowners Association, Inc.**

The foundation location and basement floor elevation for the subject property are in substantial compliance with the Design Documents approved by the Design Review Committee.

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| <b>Design Review Process<br/>for Custom Home Approval</b><br><i>[ Designated Builders and Participating Builders ]</i> | <b>SECTION</b> | 3.03      |
|  | <b>PAGE</b>    | 07        |
|  | <b>DATE</b>    | 8/03/2007 |

**STEP 9: SUBMIT LANDSCAPE REVIEW APPLICATION**

**Landscape Review** requires the submittal of a **Landscape Review Application** including the required **Design Documents** by an individual Lot Owner or Participating Builder *[as applicable]*. A Landscape Review Application may be submitted as part of a Final Design Review Application *[Step 5]* or anytime thereafter but prior to commencement of landscaping.

The Landscape Review Application includes a **landscape material schedule** and **landscape lighting schedule**. Design Documents shall be professionally prepared for landscape and irrigation plans.

The DRC will review the Landscape Review Application and Design Documents, and return one set of each to the Applicant with its decision.

- ***The DRC may take up to 20 calendar days to review a Landscape Review Application.***
- ***See sample Landscape Review Application including checklist for Design Documents in Section 7.07.01.***

**STEP 10: FINAL INSPECTION AND SUBMITTALS**

Upon completion of construction, the Designated Builder or Participating Builder *[as applicable]* shall submit the following items to the DRC Administrator for review:

- Certificate of Occupancy:           one (1) photo copy
- Final Lot Grading As Built:       one (1) original with seal and certification
- Final Survey:                        one (1) original with seal

The final survey and lot grading as built must be sealed by a registered land surveyor and include the checklist items in Section 3.10.01.

- ***Details shown on the final lot grading as built may be indicated on the final survey.***



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| <b>Design Review Process<br/>for Custom Home Approval</b><br><i>[Designated Builders and Participating Builders]</i> | <b>SECTION</b> | 3.03      |
|  | <b>PAGE</b>    | 08        |
|  | <b>DATE</b>    | 8/03/2007 |

The final lot grading as built shall include the following certification:

**CERTIFICATION TO: GreenPointe, LLC**

**Southern Hills Plantation Homeowners Association, Inc.**

The finish grades for the subject property are in substantial compliance with the Design Documents approved by the Design Review Committee.

Upon receipt of the ***Certificate of Occupancy*** and the ***Final Survey*** and ***Lot Grading as Built***, the DRC Administrator may conduct a final inspection to determine if all improvements, including landscaping, have been completed in accordance with the Design Review Application and Design Documents. Applicants are obligated to take remedial action as may be required by the DRC Administrator to complete improvements that are not in compliance.

- ***Occupancy of a home is not permitted until completion of landscaping and issuance of a Certificate of Occupancy by the requisite Building Department.***

# Design Review Process for Change Request

|         |           |
|---------|-----------|
| SECTION | 3.04      |
| PAGE    | 01        |
| DATE    | 9/11/2007 |

## MODIFICATIONS DURING CONSTRUCTION

All new construction and modifications must be substantially completed in accordance with Applications and Design Documents as approved by the DRC Committee. Changes to Applications or Design Documents must receive prior written approval of the DRC Committee, whether such changes are desired by the Applicant or required by the requisite building department, utility companies or governmental authorities with jurisdiction over such improvements.

Applicants are required to contact the DRC Administrator and submit a Change Request Application and revised Design Documents for approval. Changes include, but are not limited to, exterior color changes and revisions to the site plans, landscape plans, and exterior elevations, materials and finishes. Upon receiving approval the Applicant may proceed with construction or modifications.

- ***See sample Change Request Application in Section 7.11.***

## MODIFICATIONS AFTER COMPLETION

To ensure that design standards will be maintained for homes after completion of initial construction, the DRC Committee has jurisdiction over any subsequent changes, modifications, additions, alterations, renovations or reconstructions to the exterior of any Residential Unit or Lot including, but not limited to, roofing, painting, driveways, walkways, exterior lighting, landscaping, fencing, walls, accessory structures, swimming pools, screen enclosures, decorative and hurricane shutters, basketball standards and play equipment.

Applicants are required to contact the DRC administrator and discuss (a) anticipated modifications, (b) if a Change Request Application has to be submitted, (c) fees for processing the application, and (c) the extent of Design Documents required for approval. Upon receipt and review of a Change Request Application, the DRC Committee will issue a letter with its decision, indicating ***approved as submitted, approved with stipulations*** or ***disapproved***. One set of Design Documents attached to the application will be retained by the DRC Committee.

- ***See sample Change Request Application in Section 7.11.***

# Design Review Process for Change Request

|         |           |
|---------|-----------|
| SECTION | 3.04      |
| PAGE    | 02        |
| DATE    | 9/11/2007 |

## MINOR MODIFICATIONS

Minor modifications can be processed by submitting a **CHANGE REQUEST APPLICATION** to the DRC Administrator, along with sufficient details to explain the proposed modifications. Usually, a written explanation is sufficient, along with sketches, color chips, and product photo copies or literature as may be requested by the DRC Administrator. Minor modifications include, but are not limited to, alterations, replacements and additions such as the following:

- Exterior repainting or color changes
- Awnings
- Architectural lighting
- Landscape lighting
- Landscaping
- Play equipment

- ***The DRC has the authority to require the repainting of a home, at the Owner's expense, if colors vary from those on file.***

## MAJOR MODIFICATIONS

Major modifications usually require more complete details. For example, site plans, landscape plans, architectural drawings, and color chips are necessary for certain modifications. Major modifications include, but are not limited to, the following:

- Decorative and hurricane shutters
- Walkways and driveways
- Swimming pools
- In-ground spas
- Screen enclosures
- Patio decks and covered porches
- Roofing
- Pergolas, gazebos, pavilions and cabanas
- Barbeque stations
- Room additions
- Fences, walls, planters and fountains
- Berms, swales, grading and retaining walls

# Change Request Review Process

|         |           |
|---------|-----------|
| SECTION | 3.04      |
| PAGE    | 03        |
| DATE    | 8/27/2007 |

## POLICIES AND PROCEDURES

The following policies and procedures apply to modifications:

- Modifications must be approved by the DRC prior to the commencement of work. Improvements shown on a Change Request Application shall comply with the current provisions and standards contained in the Design Review Manual.
- Modifications must be consistent with the architectural style, materials and finishes of the existing home, and compatible with other homes in the neighborhood. Views from the street, adjoining Lots, Common Areas and Golf Course Property will be taken into consideration with regard to the approval of modifications.
- The DRC Committee may, but is not obligated to, take into consideration the comments of others before rendering a decision on a Change Request Application.
- Lot Owners are solely responsible for selecting licensed and insured building and trade contractors to perform modifications.
- Appropriate permits must be secured from requisite governmental authorities prior to the commencement of modifications.
- The DRC Committee may issue a **stop work order** in the event modifications are commenced without approval of the DRC Committee or in violation of modifications as approved by the DRC Committee. Building and trade contractors will not be permitted access to the community for the purpose of performing additional work on a Lot for which a stop work order has been issued.
- In the event modifications are performed without approval, the DRC Committee may require, at the expense of the Lot Owner, the following: (a) the timely removal of such modifications and the restoration of existing improvements, or (b) the timely completion of remedial work to bring such modifications into compliance with the Design Review Manual.
- All modifications must be completed within the time limited agreed to on the Change Request Application, unless an extension of time is approved by the DRC Committee.
- Upon completion of modifications, the DRC Administrator may conduct a final inspection to determine if all improvements, including landscaping, have been completed in accordance with the Change Request Application and Design Documents. Applicants are obligated to take remedial action as may be required by the DRC Administrator to bring violations into compliance.

➤ **See sample Change Request Application in Section 7.11.**

# Architectural Themes

|         |         |
|---------|---------|
| SECTION | 4.01    |
| PAGE    | 01      |
| DATE    | 5/24/04 |

## 1. Approved Architectural Themes

Due to the rural setting of Southern Hills Plantation and the unique characteristics of the community, specific architectural themes have been selected that interact with and enhance the environment in a positive way. Subject to overall approval of design elements by the DRC, approved architectural themes include the following:

- Colonial Revival
- Craftsman ~ Bungalow
- Georgian
- Low Country
- Victorian

Some homes will be reminiscent of the timeless designs of the past while others will reflect a more relaxed style so long as the predominate characteristics and materials are appropriately exhibited. As shown in Section 4.01.03, the styles selected for Southern Hills Plantation can be as elegant as an estate, simplistic as a cottage or homey as a low-country ranch.

## 2. Prohibited Architectural Styles

While diversity and creativity in residential designs are encouraged, certain architectural styles are not considered compatible with the styles envisioned for Southern Hills Plantation. Inappropriate designs are those that deviate from the established architectural themes in this section.

## 3. Required Design Elements

Characteristics of approved styles are expressed through the use of architectural details, materials and accents such as those presented under exhibits in Sections 4.01.03. For each architectural style shown, there is a list of design elements that are **required**, **suggested** or **prohibited**. Proposed architectural design shall comply with the **required design elements** and include some but not necessarily all **suggested design elements**. The number of **suggested design elements** that must be incorporated into the home design varies by Lot size throughout the community based on the table shown on the following page. The use of suggested design elements is subject to the approval of the DRC.

# Architectural Themes

|         |         |
|---------|---------|
| SECTION | 4.01    |
| PAGE    | 02      |
| DATE    | 5/24/04 |

| Lot Type          | Typical Lot Width | Suggested Design Elements Required |
|-------------------|-------------------|------------------------------------|
| Cottage Lots      | 52'               | 2                                  |
| Manor Lots        | 65'               | 3                                  |
| Estate Lots       | 80'               | 4                                  |
| Grand Estate Lots | 100'              | 5                                  |
| Mansion Lots      | 110'+             | 5                                  |

#### 4. Repetitious Designs.

Applicants should select Lots and home plans so as not to construct repetitious exterior designs within less than every third Lot on either side of the street without sufficient variations in architectural details, materials and finishes. The decision as to whether design elevations are sufficiently different will be at the sole discretion of the DRC.

#### 5. No Automatic Approval.

The approval of plans for a specific Lot within a neighborhood or from one neighborhood to another does not automatically imply approval on another Lot by the DRC.

#### 6. Modifications.

Exterior modifications to existing homes, as may be approved by the DRC, shall be consistent with the existing architecture, detailing and finishes of the existing home.

- ***The DRC may prohibit new construction or modifications to existing homes based on standards contained in this manual or on purely aesthetic grounds, where, in its sole judgment, such action is required to maintain the desired character of the overall community or individual neighborhoods.***

# Site and Structure Requirements

|         |          |
|---------|----------|
| SECTION | 4.02     |
| PAGE    | 01       |
| DATE    | 7/5/2007 |

## 1. Site Work.

No bulldozing, clearing, filling, grading, tree removal or foundation work shall commence on a Lot until (a) the appropriate Application and Design Documents have been submitted to and approved by the DRC, and (b) appropriate permits have been received from requisite governmental authorities with jurisdiction over any such improvements.

- ***The DRC reserves the right to issue a stop work order for Lot Owners conducting site work prior to approval by the DRC.***

## 2. Topographic Surveys, Soil Testing and Lot Grading Plans.

Lot grading shown on site plans for any given Lot shall take into consideration (a) topography, (b) soils types, and (c) Surface Water Management System on file with the Developer. Site plans with existing / proposed grades and arrows showing the direction of drainage flow are required for submittal with the ***Final Design Review Application for Custom Approval*** or the ***Design Review Application for Lot Approval***.

- ***After conducting the Design Review Orientation Meeting for custom homes and receipt of the applicable fees and costs, the DRC Administrator will order one [1] topographic survey, one [1] tree survey, and one [1] soil test on behalf of the Lot Owner.***
- ***The testing and determination of sub-surface soil conditions are the sole responsibility of Lot Owners and not the DRC.***

## 3. Tree Surveys and Tree Removal.

The design of homes shall take into consideration the location of trees with a caliper of 6" or more. A copy of the tree survey shall be attached to the ***Final Design Review Application for Custom Approval*** or the ***Design Review Application for Lot Approval***. Trees to be removed and trees to remain shall be clearly indicated on the tree survey. To the extent reasonably practical, the clearing of mature trees [*with a caliper of 6" or more at breast height*] on Lots shall be limited to areas required to accommodate the Structure and its normal and customary accessories, open yard areas and those limited areas required to permit utility services and driveways. The removal of trees of any caliper prior to commencement of construction or after completion of construction shall not occur without first obtaining approval of the DRC, and then obtaining a tree removal permit as may be required by the requisite government agency. **The minimum scale for tree surveys shall be 1" = 20'.**

# Site and Structure Requirements

|         |          |
|---------|----------|
| SECTION | 4.02     |
| PAGE    | 02       |
| DATE    | 7/5/2007 |

- *For Lots located on the Golf Course, the tree survey shall include trees with a caliper of 6" or more within the Golf Course Zone, which is the area abutting the rear Lot line of a Golf Course Lot, bounded by the side Lot lines extended into the Golf Course up to the point where the Golf Course grass is regularly mowed by the Golf Club.*

## 4. Trees to Be Preserved.

Care shall be taken to protect the root system of trees to be preserved. Protective tree fences shall be installed for mature trees as requested by the DRC. The existing grade for such trees shall be maintained from the trunk to the drip line until retaining walls, tree wells or aerators are installed as may be required by the DRC.

## 5. Removal of Vegetation, Debris and Tree Stumps.

Except for jurisdictional wetlands, upland buffers or conservation areas, the entire Lot shall be cleared of obnoxious and/or poisonous vegetation, underbrush and debris. Tree stumps in open areas shall be removed or ground below grade. Within the limits of foundations, tree stumps must be removed. Burial of vegetation and construction materials is prohibited.

## 6. Size Requirements.

Minimum and maximum ***Air Conditioned Square Footages*** have been established for homes by neighborhood and Lot size as shown in the ***Summary of Key Site and Structure Requirements Chart*** in this section.

## 7. Site Restrictions.

Lots have site requirements that will affect the location and orientation of Structures and other improvements. These include, but are not limited to, the following: building setbacks, swimming pool and patio deck setbacks, minimum and maximum finish floor elevations, lot coverage ratios and utility, drainage and conservation easements. Selected site restrictions are shown in the ***Summary of Key Site and Structure Requirements Chart*** in this section.

## 8. Easements.

Drainage, utility, irrigation, maintenance, conservation or other types of easements may be located on portions of Lots within the community. Such easements may affect site work, the location of construction, and the installation of landscape material, patio decks, walkways, fences, walls and other improvements. Within these easements, no permanent improvements shall be placed or permitted to remain or alternation made to the drainage system without approval of the DRC and, as applicable, the Developer, Association, CDD, and grantee of any such easements.



# Site and Structure Requirements

|         |          |
|---------|----------|
| SECTION | 4.02     |
| PAGE    | 03       |
| DATE    | 7/5/2007 |

## 9. Removal and Restoration of Improvements in Easements.

If landscaping or other improvements are located within easement areas, the Lot Owner shall remove at Lot Owner's expense such items upon written request of the Developer, Association, CDD or grantee of the easement. If the Owner fails to promptly remove landscaping or improvements, the Developer, Association, CDD or the grantee of the easement may enter on the Lot and remove the landscaping or improvements at the expense of the Lot Owner, who shall reimburse the cost of removal within fifteen [15] days of request. The party removing the landscaping or improvements shall not be liable for trespass, nor responsible for any damage caused by the removal and shall not be required to restore any portion of the Lot damaged by the removal.

## 10. Setbacks and Maximum Buildable Area.

Subject to easements and site restrictions, Structures and any Accessory Structures shall be located within the Maximum Building Area of a Lot. The Maximum Building Area is established by the minimum front, side, and rear yard setbacks for the Structure. Setbacks are shown in the ***Summary of Key Site and Structure Requirements Chart*** in this section.

- ***Easements for Structures on specific Lots are shown on recorded plats. For general illustrative purposes only, lot sketches with setbacks and easements are available from the DRC Administrator.***
- ***The front yard setback on Mansion Lots shall be a minimum of 35' on Lots fronting on the road to the clubhouse.***

## 11. Setbacks for Swimming Pools and Patio Decks.

Subject to easements and site restrictions, swimming pools and patio decks shall be setback from Lot lines as shown in the ***Summary of Key Site and Structure Requirements Chart*** in this section.

## 12. Lot Coverage.

As defined by the requisite building department, Lot Coverage may not exceed 40% as shown in the ***Summary of Key Site and Structure Requirements Chart*** in this section. Applicants, and not the DRC, shall be responsible for calculating Lot Coverage.

# Site and Structure Requirements

|         |          |
|---------|----------|
| SECTION | 4.02     |
| PAGE    | 04       |
| DATE    | 7/5/2007 |

## 13. Basements.

Basements may be concrete block or poured concrete and shall be constructed in accordance with the following criteria:

- Exterior portions of basement walls below grade shall be covered by an approved waterproof membrane.
- Drainage insulation board shall be adhered to the waterproof membrane to shed water to the underground foundation drainage system.
- The foundation drain pipe shall be surrounded by crushed stone and day lighted to the front, side and/or rear yards in accordance with the Surface Water Management System on file with the Developer.
  - ***For approval of Structures with basements, the Final Design Review Application for Custom Approval shall include a foundation/wall section and drainage detail sealed by a registered engineer.***

## 14. Finish Floor Elevations.

On generally flat lots, the finish floor elevation of front porches shall be a minimum height of 18" and a preferred height of 21" above the grade of the Lot at the front of the Structure to achieve a minimum of 3 steps. For the main living level of the Structure, the finish floor elevation shall be a minimum height of 21" above grade. Finish floor elevations for the front porch [*if applicable*] and the main living level shall be shown on Design Documents. For Lots with extreme slopes, the main living level may not be lower than 5'-0" below the center line of the road. The finish floor elevation on Lots with extreme slopes will be reviewed on a case-by-case basis by the DRC. During the approval process, consideration will be given by the DRC to ensure a proper scale is maintained along streetscapes within each neighborhood and for each Lot size.

## 15. Maximum Building Height.

Plans submitted to the DRC shall not exceed 3 stories or a maximum building height of 35'-0" for Cottage and Manor Lots, and 50'-0" for Estate, Grand Estate and Mansion Lots. Applicants, and not the DRC, shall be responsible for calculating building heights.

## 16. Garage Size.

Minimum and maximum garage requirements have been established by neighborhood and Lot size as shown in the ***Summary of Key Site and Structure Requirements Chart*** in this section. For additional details, see ***Garages and Driveways*** in Section 4.07.

## Site and Structure Requirements

|         |          |
|---------|----------|
| SECTION | 4.02     |
| PAGE    | 05       |
| DATE    | 7/5/2007 |

### 17. Jurisdictional Wetlands, Upland Buffers, Restricted Habitats and Conservation Areas.

Lot Owners shall not alter, fill, dredge, place sod, excavate or perform similar activities on any portion of a Lot or adjacent areas which contain jurisdictional wetlands, upland buffers, restricted habitats or conservation areas without first obtaining approval of the DRC and subsequently securing authorization or exemption from the requirements of requisite governmental authorities.

### 18. Lake / Littoral Areas.

Lot Owners shall not remove native vegetation [*including cattails*] that becomes established within the wet detention ponds abutting a Lot. Removal includes dredging, the application of herbicide, cutting and the introduction of grass carp.

### 19. Grading and Drainage.

The installation of improvements on a Lot shall conform to the Surface Water Management System for the community. Upon completion of site work and drainage, no changes are permitted which modify the flow of drainage of surface water, except as approved in writing by the DRC and, as applicable, the Developer, Association, CDD and the requisite governmental authorities. Drainage of individual Lots must be planned to provide positive drainage away from the Structure without adversely affecting adjoining Lots, Conservation Areas, Common Areas, or Golf Course Property.

### 20. Fill.

In the event that fill must be imported to or exported from a Lot, the Applicant shall be responsible for such costs. Applicants requiring import fill or dump sites for export fill should check with the Developer's Project Manager to determine availability from on-site.

### 21. Installation and Maintenance of Swales and Underground Pipes.

The installation of swales and underground pipes to facilitate surface water drainage on a Lot shall be the responsibility of Lot Owners. Swales and underground pipes shall be maintained continuously by Lot Owners during and after completion of any such improvements.

### 22. Sight Distances at Intersections.

No fence, wall, hedge, or shrub planting shall be placed, permitted or maintained where such improvements would create a traffic or sight problem at intersections for corner Lots or at the intersection of streets and driveways or pedestrian trails. No trees shall be permitted unless the foliage line is maintained at a sufficient height to prevent obstruction of sight lines for corner Lots and intersections as set forth above.

# Site and Structure Requirements

|         |          |
|---------|----------|
| SECTION | 4.02     |
| PAGE    | 06       |
| DATE    | 7/5/2007 |

## 23. Retaining Walls and Tree Wells.

Retaining walls may be used to facilitate grade changes or to protect the root system of existing trees where the finish grade has been cut below the natural grade. Subject to approval of overall design by the DRC, the following materials are permitted for use as retaining walls:

- Landscape timbers [6" X 6" min.]
- Stone
- Concrete block with stucco, brick or stone veneer
- Reinforced concrete with stucco, brick or stone veneer
- Precast retaining wall systems

➤ ***Railroad ties are not permitted in place of landscape timbers.***

Retaining walls shall be less than 4'-0" in vertical height. Walls 4'-0" or higher must be stepped to break up the vertical height of the wall so that no vertical portion is 4'-0" or higher. Construction details shall be shown for all retaining walls. Color product photographs of precast-retaining wall systems must be submitted for approval of the manufacturer, series and colors.

## 24. Mounds and Swales.

Mounds and swales shall be graded with smooth and graceful transitions between changes at the top and toe of slopes. Swales shall be designed to facilitate drainage in accordance with the Surface Water Management System for the community.

## 25. Erosion and Environmental Control.

Prior to commencing site work, Applicants shall install and maintain silt fences, mesh fences, straw bales and sediment control devices as required by the DRC on portions of Lots adjacent to jurisdictional wetlands, upland buffers, restricted habitats, conservation areas, lakes, ponds, Common Areas or Golf Course Property. In addition, Applicants are required to comply with applicable governmental regulations and code requirements regarding run-off. Any mud or silt run-off onto roadways shall be removed promptly by Applicants.

Permanent measures for erosion control include the use of appropriate plant materials and the proper grading of the site. The design of drainage shall use natural systems whenever possible. Pervious surfaces are encouraged to promote ground percolation.

- ***If a Lot is cleared but construction does not commence within 14 days of clearing, the Applicant may be required by the DRC to plant grass seed or to cover cleared areas with mulch or pine straw.***

# EXHIBIT: Summary of Key Site and Structure Requirements

| Lot Type:  | Cottage | Manor  | Estate | Grand Estate<br>Autumn Oaks | Grand Estate | Mansion:<br>Golf Vista | Mansion:<br>Grand<br>Summit | Mansion:<br>Pinnacle<br>Place | Retreats |
|--|---------|--------|--------|-----------------------------|--------------|------------------------|-----------------------------|-------------------------------|----------|
| Typical Lot Width:   | 52'     | 65'    | 80'    | 95'                         | 100'         | 110'+                  | 110'+                       | 110'+                         | 150'+    |
| Min. Air Conditioned Square Footage                                  | 1,600   | 2,000  | 2,500  |                             | 3,100        | 3,600                  | 4,500                       | 4,500                         | 4,500    |
| Max. Air Conditioned Square Footage                                  | 2,500   | 3,000  | NA     | NA                          | NA           | NA                     | NA                          | NA                            | NA       |
| Max. Air Conditioned Square Footage with Bonus Room                  | 2,900   | 3,200  | NA     | NA                          | NA           | NA                     | NA                          | NA                            | NA       |
| Max. Structure Height  | 35'-0"  | 35'-0" | 50'-0" | 50'-0"                      | 50'-0"       | 50'-0"                 | 50'-0"                      | 50'-0"                        | 50'-0"   |
| Max. Lot Coverage  | 40%     | 40%    | 40%    | 40%                         | 40%          | 40%                    | 40%                         | 40%                           | 35%      |
| Structure: Min. Front Yard Setback Ⓞ                                 | 20'-0"  | 25'-0" | 25'-0" | 25'-0"                      | 25'-0"       | 35'-0"Ⓞ                | 25'-0"                      | 25'-0"                        | 37'-0"   |
| Structure: Min. Rear Yard Setback Ⓞ                                  | 25'-0"  | 25'-0" | 25'-0" | 25'-0"                      | 25'-0"       | 25'-0"                 | 25'-0"                      | 25'-0"                        | 50'-0"   |
| Structure: Min. Side Yard Setback Ⓞ                                  | 5'-0"   | 5'-0"  | 7'-6"  | 7'-6"                       | 10'-0"       | 10'-0"                 | 10'-0"                      | 10'-0"                        | 27'-6"   |
| Structure: Min. Side Yard Setback - Corner Lot Side Ⓞ                | 20'-0"  | 20'-0" | 20'-0" | 25'-0"                      | 25'-0"       | 30'-0"                 | 30'-0"                      | 30'-0"                        | NA       |
| Pool and Patio Deck with Screen Enclosure:                           | 5'-0"   | 5'-0"  | 5'-0"  | 5'-0"                       | 5'-0"        | 5'-0"                  | 5'-0"                       | 5'-0"                         | NA       |
| Min. Side Yard Setback Ⓞ   |         |        |        |                             |              |                        |                             |                               |          |
| Pool and Patio Deck with Screen Enclosure:                           | 5'-0"   | 5'-0"  | 5'-0"  | 5'-0"                       | 5'-0"        | 5'-0"                  | 5'-0"                       | 5'-0"                         | NA       |
| Min. Rear Yard Setback Ⓞ   |         |        |        |                             |              |                        |                             |                               |          |
| Pool or Patio Deck with No Screen Enclosure:                         | 3'-0"   | 3'-0"  | 3'-0"  | 3'-0"                       | 3'-0"        | 3'-0"                  | 3'-0"                       | 3'-0"                         | NA       |
| Min. Side Yard Setback Ⓞ   |         |        |        |                             |              |                        |                             |                               |          |
| Pool or Patio Deck with No Screen Enclosure:                         | 3'-0"   | 3'-0"  | 3'-0"  | 3'-0"                       | 3'-0"        | 3'-0"                  | 3'-0"                       | 3'-0"                         | NA       |
| Min. Rear Yard Setback Ⓞ   |         |        |        |                             |              |                        |                             |                               |          |
| Pool / Mechanical Equipment:   | 2'-0"   | 2'-0"  | 2'-0"  | 2'-0"                       | 2'-0"        | 2'-0"                  | 2'-0"                       | 2'-0"                         | NA       |
| Min. Side Yard Setback Ⓞ   |         |        |        |                             |              |                        |                             |                               |          |
| Driveway: Min. Side Yard Setback Ⓞ                                   | 2'-0"   | 2'-0"  | 2'-0"  | 2'-0"                       | 2'-0"        | 2'-0"                  | 2'-0"                       | 2'-0"                         | NA       |
| Min. Gas Appliances  | 2       | 2      | 2      | 2                           | 2            | 2                      | 2                           | 2                             | 2        |
| Gas Piping for Min. Additional Appliances                            | 1       | 1      | 1      | 1                           | 1            | 1                      | 1                           | 1                             | 1        |
| Min. 1 <sup>st</sup> Level Wall Plate Height: Main Body Ⓞ            | 9'-4"   | 9'-4"  | 10'-0" | 10'-0"                      | 10'-0"       | 10'-8" Ⓞ/ 12'-0" Ⓞ     | 10'-0"                      | 10'-0"                        | 10'-0"   |
| Min. 1 <sup>st</sup> Level Wall Plate Height: Secondary Bedrooms     | 8'-0"   | 9'-4"  | 9'-4"  | 9'-4"                       | 9'-4"        | 9'-4"                  | 9'-4"                       | 9'-4"                         | 9'-4"    |
| Min. 2 <sup>nd</sup> Level Wall Plate Height [excluding bonus areas] | 8'-0"   | 9'-0"  | 9'-0"  | 9'-0"                       | 9'-0"        | 9'-0"                  | 9'-0"                       | 9'-0"                         | 9'-0"    |
| Min. Wall Plate Height: Garage                                       | 8'-0"   | 8'-0"  | 9'-4"  | 10'-0"                      | 10'-0"       | 10'-0"                 | 10'-0"                      | 10'-0"                        | 10'-0"   |

Note: See Design Standards for exceptions and additional requirements. Ⓞ Subject to easements and site drainage requirements. Ⓞ Includes the foyer, living, dining, family room and kitchen. Ⓞ Based on 2-story structure. Ⓞ Based on 1-story structure. Ⓞ Budget excludes street trees, fill, grading, sod, irrigation system, landscape design and landscape material located inside screen enclosures. See landscape standards for additional details. Minimum budget may be increased for oversized lots as determined by the DFC. Ⓞ 35'-0" min. Setback for the Front Plane of the garage (Court or Side Load). 50'-0" is desired for the Front Plane of the Main Structure with the approval of the DFC.

# EXHIBIT:

## Summary of Key Site and Structure Requirements

|                                     | SECTION   | 4.02  |   |   |   |   |   |   |   |
|-------------------------------------|---|---|---|---|---|---|---|---|---|
|                                     | PAGE  | 08  |   |   |   |   |   |   |   |
|                                     | DATE  | 10/1/2013   |   |   |   |   |   |   |   |
| Lot Type:                           | Cottage   | Manor   | Estate  | Grand Estate Autumn Oaks  | Grand Estate  | Mansion: Golf View  | Mansion: Grand Summit   | Mansion: Pinnacle Place   | Retreats  |
| Typical Lot Width:                  | 52'   | 65'   | 80'   | 95'   | 100'  | 110'+   | 110'+   | 110'+   | 150'+   |
| Min. Entry Door Height              | 6'-8"   | 8'-0"   | 8'-0"   | 8'-0"   | 8'-0"   | 8'-0"   | 8'-0"   | 8'-0"   | 8'-0"   |
| Roofing Type                        | <ul style="list-style-type: none"> <li>Dimensional Fiberglass Asphalt Shingle</li> <li>Certain Teed Carriage House</li> <li>Shingle or equal</li> </ul> | <ul style="list-style-type: none"> <li>Dimensional Fiberglass Asphalt Shingle</li> <li>Certain Teed Carriage House</li> <li>Shingle or equal</li> <li>Flat Tile or Slate</li> </ul> | <ul style="list-style-type: none"> <li>Dimensional Fiberglass Asphalt Shingle</li> <li>Certain Teed Carriage House</li> <li>Shingle or equal</li> <li>Flat Tile or Slate</li> </ul> | <ul style="list-style-type: none"> <li>Dimensional Fiberglass Asphalt Shingle</li> <li>Certain Teed Carriage House</li> <li>Shingle or equal</li> <li>Flat Tile or Slate</li> </ul> | <ul style="list-style-type: none"> <li>Dimensional Fiberglass Asphalt Shingle</li> <li>Certain Teed Carriage House</li> <li>Shingle or equal</li> <li>Flat Tile or Slate</li> </ul> | <ul style="list-style-type: none"> <li>Certain Teed Carriage House</li> <li>Shingle or equal</li> <li>Flat Tile or Slate</li> </ul> | <ul style="list-style-type: none"> <li>Certain Teed Carriage House</li> <li>Shingle or equal</li> <li>Flat Tile or Slate</li> </ul> | <ul style="list-style-type: none"> <li>Certain Teed Carriage House</li> <li>Shingle or equal</li> <li>Flat Tile or Slate</li> </ul> | <ul style="list-style-type: none"> <li>Slate</li> <li>Clay Tile</li> <li>Concrete Tile</li> </ul> |
| Driveway Finishes                   | Concrete  | Concrete  | Concrete  | Pavers  | Pavers  | Pavers  | Pavers  | Pavers  | Pavers  |
| Min. Landscape Budget [wholesale] ① | \$4,000   | \$5,000   | \$6,500   | \$7,500   | \$7,500   | \$10,000+   | \$10,000+   | \$10,000+   | \$20,000+   |
| Mailbox Type                        | Twin  | Twin  | Twin  | Single  | Single  | Single  | Single  | Single  | Single  |
| Min. Garage Size                    | 2 Stall   | 2 Stall   | 2 Stall   | 2 Stall   | 2 Stall   | 3 Stall   | 3 Stall   | 3 Stall   | 3 Stall   |
| Max. Garage Size                    | 2 Stall   | 3 Stall   | 4 Stall   | 4 Stall   | 4 Stall   | 5 Stall   | 5 Stall   | 5 Stall   | 5 Stall   |
| Garage Loading                      | <ul style="list-style-type: none"> <li>Front</li> <li>Courtyard</li> </ul>  | <ul style="list-style-type: none"> <li>Front</li> <li>Courtyard</li> <li>Side</li> </ul>  | <ul style="list-style-type: none"> <li>Front</li> <li>Courtyard</li> <li>Side</li> </ul>  | <ul style="list-style-type: none"> <li>Front</li> <li>Courtyard</li> <li>Side</li> </ul>  | <ul style="list-style-type: none"> <li>Front</li> <li>Courtyard</li> <li>Side</li> </ul>  | <ul style="list-style-type: none"> <li>Front</li> <li>Courtyard</li> <li>Side</li> </ul>  | <ul style="list-style-type: none"> <li>Front</li> <li>Courtyard</li> <li>Side</li> </ul>  | <ul style="list-style-type: none"> <li>Front</li> <li>Courtyard</li> <li>Side</li> </ul>  | <ul style="list-style-type: none"> <li>Courtyard</li> <li>Side</li> <li>Detached</li> </ul>       |
| Garage Loading Repetition           | NA  | Max 2 to 3-car front load next to each other  | Max 2 to 3-car front load next to each other  | Max 1 to 3-car front load on every other lot  | Max 1 to 3-car front load on every other lot  | Max 1 to 3-car front load on every other lot  | Max 1 to 3-car front load on every other lot  | Max 1 to 3-car front load on every other lot  | Max 1 to 3-car front load on every other lot  |
| Elevation Repetition                | No more than every 3 <sup>rd</sup> home nor across the street   | No more than every 3 <sup>rd</sup> home nor across the street   | No more than every 3 <sup>rd</sup> home nor across the street   | No more than every 3 <sup>rd</sup> home nor across the street   | No more than every 3 <sup>rd</sup> home nor across the street   | No more than every 3 <sup>rd</sup> home nor across the street   | No more than every 3 <sup>rd</sup> home nor across the street   | No more than every 3 <sup>rd</sup> home nor across the street   | No more than every 3 <sup>rd</sup> home nor across the street                                     |
| Exterior Color Repetition           | No more than every 3 <sup>rd</sup> lot on either side of the street   | No more than every 3 <sup>rd</sup> lot on either side of the street   | No more than every 3 <sup>rd</sup> lot on either side of the street   | No more than every 3 <sup>rd</sup> lot on either side of the street   | No more than every 3 <sup>rd</sup> lot on either side of the street   | No more than every 3 <sup>rd</sup> lot on either side of the street   | No more than every 3 <sup>rd</sup> lot on either side of the street   | No more than every 3 <sup>rd</sup> lot on either side of the street   | No more than every 3 <sup>rd</sup> lot on either side of the street                               |
| Wiring                              | Prewire for alarm and structured wiring   | Prewire for alarm and structured wiring   | Prewire for alarm and structured wiring   | Prewire for alarm and structured wiring   | Prewire for alarm and structured wiring   | Prewire for alarm and structured wiring   | Prewire for alarm and structured wiring   | Prewire for alarm and structured wiring   | Prewire for alarm and structured wiring   |
| Perimeter Fences [if installed]     | 5'-0" ht. bronze aluminum picket  | 5'-0" ht. bronze aluminum picket  | 5'-0" ht. bronze aluminum picket  | 5'-0" ht. bronze aluminum picket  | 5'-0" ht. bronze aluminum picket  | 5'-0" ht. bronze aluminum picket  | 5'-0" ht. bronze aluminum picket  | 5'-0" ht. bronze aluminum picket  | 5'-0" ht. bronze aluminum picket  |

Note: See Design Standards for exceptions and additional requirements. ① Subject to easements and site drainage requirements. ② Includes the foyer, living, dining, kitchen, family room and kitchen. ③ Based on 1-story structure. ④ Based on 2-story structure. ⑤ Budget excludes street

# Utilities and Related Services

|         |           |
|---------|-----------|
| SECTION | 4.03      |
| PAGE    | 01        |
| DATE    | 9/11/2007 |

## 1. Utility and Service Companies

Utilities and related services for the community are provided by the following companies:

- Electric:** Progress Energy Florida, Inc.
- Sanitary Sewer:** City of Brooksville
- Potable Water:** City of Brooksville
- Non-Potable Water:** Southern Hills Plantation Homeowners Association
- Natural Gas:** TECO
- Cable Television:** Bright House
- Telephone:** Verizon Florida, Inc.

## 2. Temporary Electric

No overhead electric utility lines shall be permitted within the boundaries of a Lot, except for temporary lines as required during initial construction.

## 3. Electric and Telephone

The Developer is responsible for the installation of underground electric and telephone service as necessary to service the Lots within the community. As part of initial construction, the Applicant shall be responsible for the cost and installation of any service line as may be necessary to connect the improvements to be constructed on a Lot to the primary or trunk service lines for such utilities, together with all related connection fees and service charges.

## 4. Potable Water

Developer is responsible for the installation of a potable water distribution system within the community, including service laterals stubbed to the Lot line. As part of initial construction, the Applicant shall be responsible for the cost and installation of the water meter, meter box and service lines connecting the improvements on each Lot to the water meter.

- ***The use of lakes within the community for irrigation on Lots or the installation of wells on Lots for potable or irrigation water is prohibited. Such prohibition shall not limit the Developer, Association, CDD or Golf Course Property from drawing upon lakes or installing and maintaining wells.***

## 5. Non-Potable Water

The Association and/or the CDD may obtain permits for construction of a common irrigation distribution system to serve Lots and the Common Areas with reclaimed water. If constructed,

# Utilities and Related Services

|         |           |
|---------|-----------|
| SECTION | 4.03      |
| PAGE    | 02        |
| DATE    | 9/11/2007 |

such system will be stubbed out to the boundary of each Lot. The source of irrigation water for the Lots will be ground water in accordance with Southwest Florida Water Management District permits until such time as reclaimed water may become available. Applicants are responsible for connecting to the common irrigation distribution system and shall be billed by the Association or CDD for irrigation water.

## 6. Sanitary Sewers

Developer is responsible for installing sanitary sewers within the community, including a lateral connection for each Lot. As part of initial construction, the Applicant is responsible for the cost and installation of the sewer service line and clean-outs, and connecting the improvement to be constructed on the Lot to the sewer lateral.

## 7. Storm Drainage Sewers

Developer is responsible for installing the storm drainage system servicing the community as required by governmental authorities with jurisdiction over such improvements.

## 8. Natural Gas

The natural gas provider will install and maintain an underground natural gas distribution system with lines stubbed out for each Lot. In accordance with the agreement between the natural gas provider and the Developer, the Applicant is obligated to arrange for the necessary gas piping from the Lot boundary to the home. The Applicant is responsible for the construction of a **gas compliant residence** and the installation of the following:

- Gas water heater
- Whole house gas heating
- Pilot less gas range or gas cook top
- Piping for gas dryer

In the event the Applicant elects not to initially construct or purchase a **gas compliant residence** as part of original construction, the Applicant shall pay an additional \$750.00 per Lot to the Developer upon request.

- ***When constructing display models, Participating Builders are required to install an energy efficient pilot less gas range or gas cook top in addition to the items listed above.***



# Utilities and Related Services

|         |           |
|---------|-----------|
| SECTION | 4.03      |
| PAGE    | 03        |
| DATE    | 9/11/2007 |

## 9. Cable Television and Internet Access

The Developer is responsible for the installation of a connected community system to provide television and high speed internet service for Lots within the community. As part of initial construction, the Applicant is responsible for service fees, connection charges, and the cost and installation of service lines from the boundary of the Lot to the distribution panel in the home.

## 10. Structure Wiring Network Package

As part of initial construction, the Applicant is responsible for the cost and installation of a structured wiring network package to accommodate television, telephone and high-speed internet connectivity. Structured wiring packages shall be in accordance with the manufacturer, design and specifications on file with the DRC, and shall include, but not be limited to, a distribution panel, interface modules, and communications ports in major rooms throughout each home. The requirements for structure wiring network packages may vary by neighborhood and Lot size as determined by the DRC.

## 11. Electronic Alarm System Wiring

As part of initial construction, the Applicant is responsible for the cost and installation of **wiring only** for an optional electronic alarm system. Wiring shall be in accordance with the manufacturer, design and specifications on file with the DRC, and shall include, but not be limited to a control panel, silent alarm, keypads, line connections and coverage for all openings on the first story and all windows accessible by the roof on the second floor. The Applicant shall ensure the wiring vendor provides for "home run" wiring to all security monitoring points. Such system shall be of a type which transmits a signal to a central monitoring facility.

Security alarms audible outside of the home must be connected to a monitoring service that is able to shut-off the alarm, or the security alarm must automatically shut-off after not more than fifteen [15] minutes. An external strobe light is not required, but one [1] such light is permitted and may be attached to the soffit on the front elevation of a home.

## 12. Driveway Sleeves

As part of initial construction, the Applicant is responsible for the cost and installation of driveway sleeves as may be necessary to accommodate cable and telephone lines.

# Exterior Elevations and Materials

|         |           |
|---------|-----------|
| SECTION | 4.04      |
| PAGE    | 01        |
| DATE    | 9/11/2007 |

## 1. Design Approval

Exterior elevations and related materials, finishes and colors shall be shown on plans submitted for approval to the DRC as part of the Design Review or Modifications Review Process.

Approval of the architectural theme and exterior design will consider mass and scale; materials, textures, colors and finishes; continuity between primary design elements and secondary surface treatments; placement of windows, doors and openings; and roof shingles and pitches. The massing of a home should be organized as a whole and should not appear as a mixture of unrelated forms. Detailing shall be compatible with other residences within the community and as set forth in this manual.

## 2. Golf Course Lots

For homes to be constructed on Golf Course Lots, Applicants are highly encouraged to ensure that architectural details are adequately addressed on the rear or other elevations visible from the Golf Course. If appropriate for the architecture of the home, the following features should be incorporated into the overall design for elevations exposed to the Golf Course:

- Minimum of 4" Trim Bands around windows and doors
- Shutters where appropriate
- Specialty window design same as the Front Elevation
- French Sliders or French Doors
- Frieze Band Width at Gables per architectural style
- Similar Gable details as the Front Elevation
- Adjust Column design per architectural style
- Add Base and Capital to Columns where appropriate
- Similar Dormers as the Front Elevation
  
- ***On Golf Course Lots mitered glass windows in Breakfast areas are not permitted without a screen enclosure. Mitered glass windows are only permitted when set back underneath the lanai and screen enclosure is added.***
  
- ***On Golf Course Lots sliding glass doors and fixed glass windows without mullions are not to exceed 20% of the overall surface area for one story. If the glass surface area exceeds 20% of the overall surface area for one story, transom glass windows have to be installed and sliding glass doors have to be modified from a four foot slider to a three foot slider.***

Contact the DRC committee and schedule a meeting for more detailed review and information prior to DRC plan approval.

# Exterior Elevations and Materials

|         |           |
|---------|-----------|
| SECTION | 4.04      |
| PAGE    | 02        |
| DATE    | 9/11/2007 |

### 3. Maximum Height

As defined by the requisite building department, the maximum height of Structures shall not be greater than 35' for homes on Cottage and Manor Lots and 50' for homes on Estate, Grand Estate and Mansion Lots. No Structure shall exceed 3 stories.

- *For Mansion Lots leading to the golf clubhouse, the preferred number of stories for homes is 2 with a front porch. For the main living area, the minimum plate height is 10'-8" for 1-story plans and 12'-0" for 2-story plans. ( Note: 14'-0" for Georgian Style Homes)*

### 4. Minimum Wall Plate and Entry Door Height

The minimum wall plate and entry door height for Structures shall conform to the following:

| Lot Type                | Typical Lot Width | Min. Entry Door Height | MINIMUM WALL PLATE HEIGHT     |                               |                                   |        |
|-------------------------|-------------------|------------------------|-------------------------------|-------------------------------|-----------------------------------|--------|
|                         |                   |                        | ① 1st Level: Main Living Area | 1st Level: Secondary Bedrooms | 2nd Level [excluding bonus areas] | Garage |
| Cottage                 | 52'               | 6'-8"                  | 9'-4"                         | 8'-0"                         | 8'-0"                             | 8'-0"  |
| Manor                   | 65'               | 8'-0"                  | 9'-4"                         | 9'-4"                         | 9'-0"                             | 8'-0"  |
| Estate                  | 80'               | 8'-0"                  | 10'-0"                        | 9'-4"                         | 9'-0"                             | 9'-4"  |
| Grand Estate            | 100'              | 8'-0"                  | 10'-0"                        | 9'-4"                         | 9'-0"                             | 10'-0" |
| Mansion: Golf View      | 110'+             | 8'-0"                  | 10'-8" ② / 12'-0" ③           | 9'-4"                         | 9'-0"                             | 10'-0" |
| Mansion: Grand Summit   | 110'+             | 8'-0"                  | 10'-0"                        | 9'-4"                         | 9'-0"                             | 10'-0" |
| Mansion: Pinnacle Place | 110'+             | 8'-0"                  | 10'-0"                        | 9'-4"                         | 9'-0"                             | 10'-0" |

① Includes the foyer, living, dining, family room and kitchen. ③ Based on 1-story Structure. ② Based on 2-story Structure.

### 5. Exterior Structural Walls

Concrete block is permitted for exterior walls on the main living level and upper story. Box outs, bay windows and other similar cantilevered elements may be constructed of frame on the first level. Frame construction for walls is permitted on the upper story only.

# Exterior Elevations and Materials

|         |           |
|---------|-----------|
| SECTION | 4.04      |
| PAGE    | 03        |
| DATE    | 9/11/2007 |

## 6. Exterior Wall Finishes and Materials

If consistent with approved architectural themes and required design elements in Section 4.01, exterior wall finishes listed below are "permitted" or "not permitted". Other materials will be considered on their own merit by the DRC.

### Permitted

- Stucco [7/8" or greater cement-based finish]
- Cementitious Finish [cement-based or synthetic finish less than 7/8"]
- Brick [natural]
- Stone [natural, manufactured or cast]
- Horizontal or vertical wood siding [limited applications]
- Wood shingle siding [limited applications]
- Fiber-cement siding [Hard plank or equal]

### Not Permitted

- Aluminum siding
- Plywood or wood laminate siding
- Exposed concrete block
- Decorative concrete block
- Imitation brick [unless painted white or other light color approved by DRC]

- **For purposes of this manual, "stucco" shall mean and refer to cement-based stucco, cementitious finishes and synthetic coatings, and "stone" shall mean and refer to natural, manufactured and cast products.**

## 7. Stucco

If consistent with approved architectural themes and required design elements in Section 4.01, smooth and lightly textured finishes are permitted. Excessive joining marks between coats of stucco, due to scaffolding and construction practices, must be avoided and may be a cause for rejection in the field by the DRC.

## 8. Stucco Trim Bandings

Raised Stucco Trim Bandings and embellishments are required to be used around exterior windows and eyebrows, lintels and keystones and exterior doors, for water tables, corner quoins and pilasters.

Raised Stucco Bandings representing Trim Moldings, Frieze Bands or Wood Trims should be a smooth stucco exterior finish including the inside returns to the window or door frames. A detailed drawing of finished depths of all stucco bandings should be presented on the

# Exterior Elevations and Materials

|         |           |
|---------|-----------|
| SECTION | 4.04      |
| PAGE    | 04        |
| DATE    | 9/11/2007 |

construction plans. Raised Stucco Bandings around all exterior windows and exterior doors should be a minimum of four inches wide (Finished Dimension). Scored stucco bandings are not permitted.

- ***The minimum finished depth of one layer of raised stucco banding should be one inch (1") from the finished wall of the structure. Adjust the depth of your beaded casing accordingly to provide the finished depth requirements of all stucco bands.***

## 9. Stone

If consistent with approved architectural themes and required design elements in Section 4.01, natural stone and quality, manufactured or cast stone products are permitted for exterior wall applications and wainscoting, window sills and trim, lintels and keystones, door trim and surrounds, water tables, corner quoins and pilasters.

## 10. Brick

If consistent with approved architectural themes and required design elements in Section 4.01, wood mould and sand faced bricks are permitted for exterior elevations, subject to color approval. Other brick textures will be evaluated on their own merit by the DRC. Modular (7 5/8"W X 2 1/4"H X 3 1/2"D) and standard (8"W X 2 1/4"H X 3 1/2"D) brick sizes are permitted. Other sizes will be evaluated on their own merit by the DRC but are subject to disapproval.

## 11. Fiber-Cement Products

If consistent with approved architectural themes and required design elements in Section 4.01, fiber-cement siding is permitted for exterior wall finishes, bay or box windows, fascias, dormers, cupolas and gable ends. Fiber-cement siding may be applied horizontally or vertically.

## 12. Windows

Exterior elevations shall take into consideration the need for windows and transoms of greater height to maintain proper scale and massing. Windows shall be typically rectangular in shape. The use of half-round, elliptical transoms, and other specialty windows shall be appropriate for approved architectural themes and required design elements in Section 4.01.

- ***Glass block is not permitted on front elevations and side elevations facing the street. On all other exterior elevations it is subject of approval by the DRC. Frosted glass windows should be used for privacy instead.***

# Exterior Elevations and Materials

|         |           |
|---------|-----------|
| SECTION | 4.04      |
| PAGE    | 05        |
| DATE    | 9/11/2007 |

## **13. Window and Door Trim**

Window and door trim shall be consistent with approved architectural themes and required design elements in Section 4.01.

## **14. Reflective Window Coverings and Film**

All windows which are visible from the street or dwellings on other Lots shall have window coverings which have a white or off-white backing or blend with the exterior color of the dwelling. Reflective window coverings and glass or film with reflective properties are not allowed on any Structure. Light grey and light bronze tinting and film are permitted. All other tint colors must be approved by the DRC, but are subject to disapproval.

## **15. Ornamental Metal**

If consistent with approved architectural themes and required design elements in Section 4.01, ornamental metal may be used for pot and flower box shelves, windows grilles, balconies, and balcony railings. Ornamental metal grilles shall be delicate and decorative in appearance. Security bars and similar devices are not permitted.

- ***Fire safety codes regarding egress are the responsibility of Applicants and not the DRC.***

## **16. Wood**

Wood may be used for minor infill areas and other limited applications, such as entry doors, columns, railings, fascias, eave/knee brackets, shingle siding and bay or box windows.

- ***Fiber-cement products or other approved synthetic materials must be used in place of wood for exterior siding, soffits, dormers, cupolas and gable ends. Wood may used for railings only if deck planking is wood.***

## **17. Balustrades**

If consistent with approved architectural themes and required design elements in Section 4.01, balustrades may be used for balconies, balconies, exterior stairs and pony walls. Subject to approval of proposed design elements, the following materials are "permitted" for railing caps, balusters and stretchers:

- Cast stone
- Cast cement
- Polyvinyl

# Exterior Elevations and Materials

|         |           |
|---------|-----------|
| SECTION | 4.04      |
| PAGE    | 06        |
| DATE    | 9/11/2007 |

- Wood

## **18. Railings**

Railings shall be consistent with approved architectural themes and may be constructed of the materials listed below. Wood railings are only permitted on porches or decks constructed with wood planking.

- Wood
- Aluminum
- Polyvinyl

## **19. Friezes**

A minimum 6" frieze band is required at all soffit locations on the front elevation of a home. The style and design of frieze bands shall be consistent with approved architectural style requirements in Section 4.01.

## **20. Exterior Moldings and Brackets**

If consistent with approved architectural themes, formed synthetics and cast stone are "permitted" for exterior moldings. Wood may be used for eave brackets and knee brackets for balconies and box or bay windows.

## **21. Columns**

The scale and style of columns shall be consistent with approved architectural style requirements and required design elements in Section 4.01. The following materials are "permitted" for columns:

- Reinforced concrete [*with stucco*]
- Concrete block [*with stucco*]
- Formed synthetics
- Cast stone
- Wood
- Polyvinyl
- Aluminum

# Exterior Elevations and Materials

|         |           |
|---------|-----------|
| SECTION | 4.04      |
| PAGE    | 07        |
| DATE    | 9/11/2007 |

## 22. Quoins

If consistent with approved architectural themes, quoins may be composed of stucco or stone for stucco wall finishes. Subject to approval of proposed design elements, the following types are "permitted":

### Permitted Faces

- Flat faced
- Chamfered

### Permitted Layouts

- Stacked corners [*even leg lengths and tight spacing*]
- Alternating stacked corners [*uneven leg lengths and tight spacing*]

- ***Quoins with excessive horizontal staggering or excessive vertical spacing are not permitted.***

## 23. Front Entry Doors

Front entry doors shall be consistent with approved architectural themes and required design elements in Section 4.01. Front entry doors must be 6'-8" in height for homes in neighborhoods planned for 52' wide lots and 8'-0" in height for homes on all other Lot sizes.



# Roofs and Dormers

|         |          |
|---------|----------|
| SECTION | 4.05     |
| PAGE    | 01       |
| DATE    | 4/1/2016 |

## 1. Design Approval

The elevation and top view of roofs and related details shall be shown on plans submitted for approval to the DRC as part of the **Design Review or Modifications Review** process .

## 2. Roof Styles and Pitches

Roof structures may be conventionally framed or constructed of pre-fabricated trusses. The minimum pitch shall be as required for each architectural style in Section 4.01.

Subject to overall design approval, the roof styles below are permitted. Other styles will be considered on their own merit by the DRC.

- Gable [*with or without flared eaves*]
- Hip [*with or without flared eaves*]
- Jerkin
- Gambrel
- Shed [*limited applications*]
- Conical, hexagonal, octagonal and pyramidal [*limited applications*]
- Visor [*limited applications*]
- Flat with parapets and/or entablatures [*limited applications*]

## 3. Roof Materials

The following roof materials are permitted subject to approval of manufacturers, series and colors:

| Lot Type:                                     | Cottage | Manor | Estate | Grand Estate | Mansion |
|---|---------|-------|--------|--------------|---------|
| Typical Lot Width:                            | 52'     | 65'   | 80'    | 100'         | 120'+   |
| Architectural Shingles                        | ●       | ●     | ●      |              |         |
| Dimensional Fiberglass Asphalt Shingles       |         | ●     | ●      |              |         |
| Custom "Old Style" Asphalt Shingles ①         |         | ●     | ●      | ●            | ●       |
| Flat Tile [ <i>integral color only</i> ]      |         |       | ●      | ●            | ●       |
| Slate   |         |       | ●      | ●            | ●       |
| ① CertainTeed Carriage House Shingle or equal |         |       |        |              |         |

Metal roofs are permitted on a limited basis for selected design elements such as raised-roofed entries, bay windows, copulas, dormers, flared eaves and the secondary truss element of a Boston hip roof.

# Roofs and Dormers

|         |          |
|---------|----------|
| SECTION | 4.05     |
| PAGE    | 02       |
| DATE    | 4/1/2016 |

In order to make the selection process of roof shingles for each individual architectural style easier for the builder, the DRC has established guidelines for the different lot types using GAF asphalt shingles and Hanson roof tiles as an example:

- Cottage**                    **GAF Timberline Select 30 Shingles Architectural or GAF Slate Line 40 or Equivalent**  
*(for Low Country and Craftsman Style)*
- Manor**                      **GAF Timberline Select 30 Shingles Architectural or Equivalent**  
*(for Low Country, Craftsman, Victorian) or*  
**GAF Slate Line 40 or Equivalent**  
*(for Low Country, Craftsman, Colonial, Georgian)*
- Estate**                      **GAF Timberline Select 40 Shingles Architectural or Equivalent**  
*(for Low Country, Craftsman, Victorian) or*  
**GAF Slate Line 40 or Equivalent**  
*(for Low Country, Craftsman, Colonial, Georgian )*
- Grand Estate/  
Mansion**                    **GAF Timberline Ultra Life Architectural Shingles or Equivalent**  
*(for Low Country, Craftsman) or*  
**GAF Grand Slate Line Life of Equivalent**  
*(for Craftsman, Colonial or Georgian) or*  
**GAF Country Estate Shingles or GAF Camelot Life or Equivalent**  
*(for Low Country, Victorian )*  
**GAF Grande Canyon Life or Equivalent**  
*(for Low Country )*  
**Carriage House Shangle Certain Teed 50 year or Equivalent**  
*(for Victorian )*  
**Hanson Cambridge Nordic Southern Shake or Equivalent**  
*(for Low Country or Craftsman )*  
**Hanson Cambridge Series Victorian Slate or Equivalent**  
*(for Victorian, Colonial, Georgian )*

- ***Cedar shakes, non-dimensional asphalt shingles, and the use of slurry coats on tile are “not permitted”.***
- ***Aluminum pan type roofs, typically associated with porch and screen enclosures, are not permitted for new construction or modifications.***

# Roofs and Dormers

|         |          |
|---------|----------|
| SECTION | 4.05     |
| PAGE    | 03       |
| DATE    | 4/1/2016 |

## 4. Overhangs and Eaves

All roof overhangs shall be a minimum of 12" at gable ends and 16" at hip roof locations. The use of boxed eaves with brackets or raked eaves with exposed rafters are permitted where appropriate. The minimum eave depth shall be as shown under required design elements in Section 4.01.

## 5. Dormers

If consistent with approved architectural themes, dormers listed below are permitted. Other styles will be considered on their own merit by the DRC.

- Gable dormer
- Hip dormer
- Flat arch dormer
- Eyebrow dormer
- Wall dormer
- Shed dormer

## 6. Cupolas

If consistent with approved architectural themes, cupolas with glass panes or louvered vents are permitted.

## 7. Roof Elaborations

Sphere, pendant and spear point finials must be in keeping with approved architectural themes and will be considered on their own merit by the DRC.

## 8. Plumbing and Vent Stacks

All plumbing stacks, roof jacks, goose neck vents and gas vents shall be installed on slopes not visible from the street or side yard of Corner Lots. All such stacks must be painted to blend with the roof color, except for copper, which may remain unfinished.

## 9. Ridge Vents

If dimensional fiberglass asphalt shingles are approved, ridge vents must be "concealed" and covered with a ridge cap shingle. Roof vents for tile roofs may be exposed or concealed. Exposed vents must be located off the ridge and not visible from the street or side yard of Corner Lots. All exposed roof vents must be painted to blend with the roof color, except for copper which may remain unfinished.

# Roofs and Dormers

|         |          |
|---------|----------|
| SECTION | 4.05     |
| PAGE    | 04       |
| DATE    | 4/1/2016 |

## 10. Valleys and Flashing

All valleys may be galvanized steel, aluminum or copper. Readily visible flashing shall be painted to match surrounding surfaces, except for copper, which may remain unfinished. All valleys on roofs with dimensional fiberglass asphalt shingles shall be "closed".

## 11. Skylights

Skylights may be installed on rear slopes only and not visible from the street or side yard of Corner Lots. Reflective glazing is not permitted.

## 12. Fascias

Fascias shall be a minimum of 6" on all elevations. The materials listed below are permitted. Other types will be considered on their own merit by the DRC:

- Wood
- Fiber-cement
- Painted aluminum
- Prime trim

## 13. Soffits

The materials listed below are permitted for soffits. Other types will be considered on their own merit by the DRC:

- Painted aluminum
- Fiber-cement
- Stucco [*over wire lath*]

## 14. Gutters and Downspouts

Copper gutters and downspouts may remain unfinished. All other gutters and downspouts shall be painted to match the color of the fascia.

# Fireplaces and Chimneys

|         |           |
|---------|-----------|
| SECTION | 4.06      |
| PAGE    | 01        |
| DATE    | 9/11/2007 |

## 1. Fireplace Types

The following types of fireplaces are permitted:

- Masonry firebox and flue [*wood-burning or gas*]
- Pre-fabricated metal firebox and flue [*wood-burning or gas*]
- Pre-fabricated metal firebox with direct vent [*gas*]

Fireplaces may be located outside the exterior wall or plane of a Structure, inside and flush with the exterior wall or plane, or internal to the Structure. Fireplaces penetrating an exterior wall shall extend from the foundation up. No cantilevered chimneys are permitted.

## 2. Chimney Materials

Chimney details shall be shown on floor plans and elevations submitted for Design Review or Modifications Review [*as applicable*]. Unless otherwise approved by the DRC, chimneys shall be finished with stucco, stone or brick as suggested by the architectural theme of the Structure.

## 3. Chimney Caps

Product photos for chimney caps shall be submitted for approval as part of Design Review or Modifications Review [*as applicable*]. Subject to approval of design elements, the following chimney caps are "permitted":

- Arched crowns [*with stucco, stone or brick veneer*]
- Half-round caps [*with stucco, stone or brick veneer*]
- Decorative metal cowling [*copper or painted metal*]

Other chimney caps will be considered on their own merit by the DRC. Chimneys finished with stucco must feature a banded lip [*continuous horizontal band around top edge*] unless it can be shown by the Applicant that this feature is not consistent with the architecture of the home. The use of an intermediate horizontal band is encouraged. Metal spark arresters must have a cowling or other decorative surround approved in writing by the DRC. Other than copper, all metal spark arresters must be painted a color consistent with the exterior colors approved for the Structure.

- ***Applicants, and not the DRC, are solely responsible for determining if fireplaces, chimney caps and cowlings are approved by fire codes and the fireplace manufacturer [if applicable].***

# Garages and Driveways

|         |          |
|---------|----------|
| SECTION | 4.07     |
| PAGE    | 01       |
| DATE    | 4/1/2016 |

## 1. Minimum Garage Requirements and Sizes

All homes must be initially constructed with an attached or detached garage which shall contain the minimum/maximum number of stalls as shown in the table under exhibits in this section.

- ***Except for the construction of model homes used for marketing purposes, the conversion of garage interiors to air conditioned space is not permitted for initial construction or modifications to an existing home if such conversion results in less than the minimum stalls and standards in this section.***
- ***The construction of living quarters above detached garages is permitted, subject to overall design approval of the DRC.***

## 2. Driveway Locations

Driveways shall be set back a sufficient distance from side lot lines to accommodate surface drainage in swales. Driveways shall not be permitted within less than 3'-0" of the side lot line [ 2'-0" with side load garages] and within 20' from the front lot line.

## 3. Garage Loading Conditions and Repetition

Allowable garage loading conditions for all Lot sizes are shown under exhibits in this section. A maximum of two 3-stall front loaded garages are permitted on adjoining Lots in neighborhoods planned for typical widths of 65' and 80'. For neighborhoods planned for typical widths of 100' or larger, a maximum of one 3-stall front loaded garage is permitted on every other Lot.

- ***Split garages and other combinations not shown will be evaluated on a case-by-case basis by the DRC.***

All front-loaded garages shall integrate sufficient details to enhance the appearance and to reduce expanses of vertical space through the use of architectural appropriate treatments, such as expanded overhangs, stucco or cast stone surrounds, corner quoins, pilasters, water tables, banding, decorative vents and decorative gable-end appliquéés. All front-loaded garages shall be setback a minimum of 5'-0" behind the front porch.

For 3-stall garages, the architectural design must minimize the effect of contiguous garage doors along a single plane. Options available to Applicants must include one or more of the following as necessary to mitigate this condition:

# Garages and Driveways

|         |          |
|---------|----------|
| SECTION | 4.07     |
| PAGE    | 02       |
| DATE    | 4/1/2016 |

- Incorporating sufficient architectural details and embellishments [OR]
- Providing a planter with a cluster of accent palms and shrubbery to create a visual break between two of the stalls. The planter shall be a minimum of 2'-0" x 4'-0". [OR]
- Offsetting two of the stalls by 2'-0" to create two wall planes and to facilitate a change in the roof structure. [OR]
- Extending the roof overhand and adding columns to create the appearance of a covered walk with recessed garage doors.

## 4. Garage Door Designs

Garages doors for new construction or modifications shall incorporate decorative detailing such as glass panes, applied moldings or other embellishments according to the architectural style of the home. The use of custom doors and unique designs are highly encouraged. All front-load and side load garage doors if facing the street shall have glass panes incorporated in their design. Basic raised panel garage doors without any embellishments are not permitted.

## 5. Garage Door Widths and Heights

The minimum width for garage doors shall be 8'-0" for a 1-car stall and 16'-0" for a 2-car stall. The maximum height shall be 8'-0". For Lots with steep slopes [*dropping from front to rear*], a height of 9'-0" or higher will be considered by the DRC.

## 6. Garage Door Openers

As part of initial construction, all overhead garage doors shall be equipped with automatic door openers.

## 7. Driveway and Apron Layouts

Driveways shall conform to the standard driveway and apron details shown under exhibits in this section. Layouts shall be indicated on site plans submitted for a ***Final Design Review Application for Custom Approval*** or a ***Final Design Review Application for Master Plan Approval***.

- ***After initial construction, driveways may not be enlarged or altered in any manner without the approval of the DRC.***

# Garages and Driveways

|         |          |
|---------|----------|
| SECTION | 4.07     |
| PAGE    | 03       |
| DATE    | 4/1/2016 |

## 8. Driveway Widths

The width of driveways at the entry to a Lot shall conform to the standards under exhibits in this section.

## 9. Driveway Materials and Finishes

Driveway materials and finishes shall conform to those shown under exhibits in this section. For neighborhoods which require pavers, a color product photo showing proposed patterns, banding and colors shall be attached to the ***Final Design Review Application for Custom Approval, Final Design Review Application for Master Plan Approval, or Change Request Application*** [as applicable].

- ***In neighborhoods where pavers are required, pavers must be installed from the garage to the back of the curb. In such cases, the portion of the driveway in the area of the sidewalk must be placed at the same slope as required for the sidewalk. Paver patterns, banding and colors are subject to approval of the DRC. Concrete driveways for Grand Estate and Mansion Lots will be considered by the DRC for steep slopes or deep Lots with long driveways.***
- ***After initial construction, driveways may not be painted, stained or resurfaced without the approval of the DRC.***
- ***No family names, initials, numbers, crests, logos or similar items may be applied to or set in driveway surfaces during new construction or after completion of a home.***



# Garages and Driveways

|                |          |
|----------------|----------|
| <b>SECTION</b> | 4.07     |
| <b>PAGE</b>    | 04       |
| <b>DATE</b>    | 4/1/2016 |

| Type of Garage       | Max. Driveway Width at Entry to Lot |                        |
|----------------------|-------------------------------------|------------------------|
|                      | 2 Stall Garage                      | 3 or More Stall Garage |
| Front Load Entry     | 18'-0"                              | 22'-0"                 |
| Courtyard Load Entry | 14'-0"                              | 14'-0"                 |
| Side Yard Load Entry | 14'-0"                              | 14'-0"                 |

NOTE: Split garages and other exceptions will be reviewed on a case-by-case basis by the DRC.

| Garage Loading and Stalls |            |            |            |              |              |
|---------------------------|------------|------------|------------|--------------|--------------|
| Lot Type:                 | Cottage    | Manor      | Estate     | Grand Estate | Mansion      |
| <b>Typical Lot Width:</b> | <b>52'</b> | <b>65'</b> | <b>80'</b> | <b>100'</b>  | <b>110'+</b> |
| Min. Stalls               | 2          | 2          | 2          | 2            | 3            |
| Max. Stalls               | 2          | 3          | 4          | 4            | 5            |
| Front Entry: 1 Stall      |            |            |            |              |              |
| Front Entry: 2 Stalls     | ●          | ●          | ●          |              |              |
| Front Entry: 3 Stalls     |            | ●          | ●          | ●            | ●            |
| Courtyard Entry: 2 Stalls |            | ●          | ●          | ●            |              |
| Courtyard Entry: 3 Stalls |            | ●          | ●          | ●            | ●            |
| Side Yard Entry: 3 Stalls |            |            | ●          | ●            | ●            |
| Side Yard Entry: 4 Stalls |            |            | ●          | ●            | ●            |

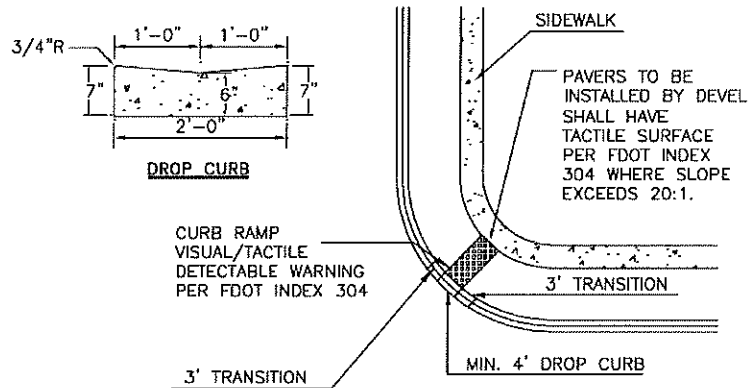
NOTE: Split garages and other exceptions will be reviewed on a case-by-case basis by the DRC. A maximum of two 3-car front loaded garages are permitted on adjoining Lots in neighborhoods planned for typical widths of 65' and 80'. On adjoining Lots in neighborhoods planned for typical widths of 100' and over, a 3-car front loaded garage is only permitted on every other Lot. All front-loaded garages shall be setback a minimum of 5'-0" behind the front porch.

| Driveway Finishes         |            |            |            |              |              |
|---------------------------|------------|------------|------------|--------------|--------------|
| Lot Type:                 | Cottage    | Manor      | Estate     | Grand Estate | Mansion      |
| <b>Typical Lot Width:</b> | <b>52'</b> | <b>65'</b> | <b>80'</b> | <b>100'</b>  | <b>110'+</b> |
| Concrete                  | ●          | ●          | ●          |              |              |
| Pavers                    |            |            |            | ●            | ●            |

NOTE: Paver patterns, banding and colors are subject to DRC approval. Concrete driveways for Grand Estate and Mansion Lots will be considered by the DRC for steep slopes or deep Lots with long driveways.

# Garages and Driveways

|         |          |
|---------|----------|
| SECTION | 4.07     |
| PAGE    | 05       |
| DATE    | 4/1/2016 |

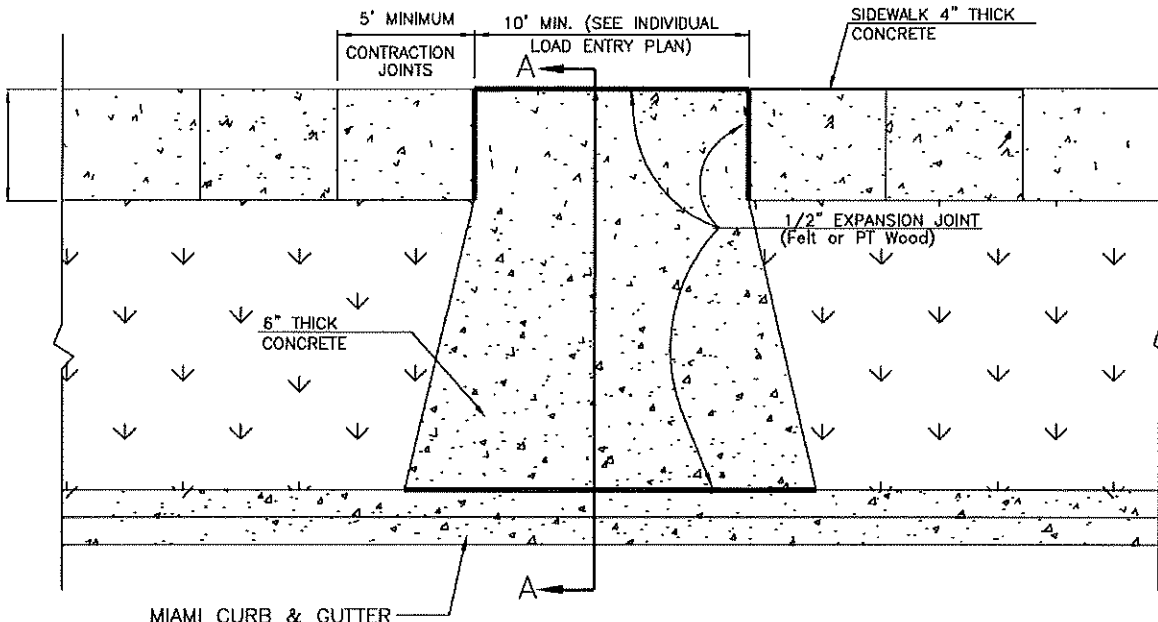
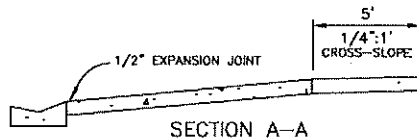


## DESIGN ELEMENTS

### A. CONSTRUCTION

- Sidewalks shall conform to the Florida DOT Standard Specifications for Road and Bridge Construction, latest edition, Florida DOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System, latest edition the Americans with Disabilities Act, 49 CFR. Standard thickness shall be four (4) inches, with the exception of the following:
  - Sidewalks at residential driveways, and in areas fronting retention / detention ponds, shall be six (6) inches thick.
- Sidewalks shall be no less than five (5) feet in width.
- Handicap ramps are required where sidewalks meet upright curbing. A drop curb section shall be required when utilizing Miami-type curbing.
- When using sawed contraction joints the depth is to be a minimum of 1 inch.
- Expansion joints are required between sidewalks and curbing, driveways and all fixed objects and at intervals specified by FDOT.
- At intersections, whenever the subdivision site boundary line and the right-of-way line of a City roadway coincide, the sidewalk shall extend to the edge of pavement of the existing roadway if rural conditions exist, or to the back of curb of the existing roadway if urban conditions exist. The developer shall also provide the standard curb cut and handicap ramp when connecting to an existing urban section.

EXPANSION JOINTS REQUIRED BETWEEN SIDEWALKS AND DRIVEWAY (UNLESS POURED MONOLITHIC), BACK OF CURB, EXISTING SIDEWALK AND ALL OTHER FIXED OBJECTS.



SO

# Entry Walkways and Community Sidewalks

|         |           |
|---------|-----------|
| SECTION | 4.08      |
| PAGE    | 01        |
| DATE    | 9/11/2007 |

## 1. Entry Walkways

For dwellings with a front, courtyard or side loaded garage, the entry walkway shall extend from the driveway to the front entry door. For dwellings with a rear yard garage or corner side-loaded garage, the entry walkway shall extend from the common walk proximate to the front Lot line to the front entry door. All entry walkways shall be at least 36" in width and shown on the site plan submitted for a **Final Design Review Application for Custom Approval**, a **Final Design Review Application for Master Plan Approval**, or a **Change Request Application** [as applicable]. Entry walkway materials and finishes shall conform to those shown under exhibits in this section. For neighborhoods planned for Lots with widths typically 100' or larger, pavers are required for entry walkway. A color product photo showing proposed patterns, banding and colors for walkway finishes must be attached.

## 2. Community Sidewalks

As part of original construction, Applicant shall be responsible for the construction of sidewalks as shown on the sidewalk plan on file with the Developer. Sidewalks shall be installed as required by the requisite building department or any other governmental authority having jurisdiction over the Property.

- ***Portions of community sidewalks damaged after initial installation shall be patched or replaced by the Applicant prior to receipt of a certificate of occupancy. The proper location and elevation grade of sidewalks are the responsibility of the Applicant.***
- ***See Driveway and Sidewalk Details in Section 4.07.05.***

|  |         |           |
|--|---------|-----------|
| <h1 style="margin: 0;">Entry Walkways<br/>and Community Sidewalks</h1> | SECTION | 4.08      |
|  | PAGE    | 02        |
|  | DATE    | 9/11/2007 |

| Materials and Finishes                             | Walkways  |               |
|--|-----------|---------------|
|  | Permitted | Not Permitted |
| Broom finish concrete with 4" picture frame edging | ●         |               |
| Broom finish concrete with no picture frame edging |           | ●             |
| Broom finish concrete with color agents            |           | ●             |
| Broom finish concrete with exposed natural stone   | ●         |               |
| Broom finish concrete trimmed in pavers or brick   | ●         |               |
| Concrete with specialty coatings                   |           | ●             |
| Stamped concrete with approved color agent         | ●         |               |
| Brick  | ●         |               |
| Precast or interlocking pavers ①                   | ●         |               |
| Natural stone pavers                               | ●         |               |
| Stone set in mortar                                |           | ●             |
| Composite Tile                                     |           | ●             |
| Decomposed granite, gravel or river rock           |           | ●             |
| Chattahoochee set in epoxy                         |           | ●             |

① In neighborhoods planned with Lots typically 100' or wider, pavers are required for driveways and entry walkways. See Section 4.07 for exceptions and additional details.

# Awnings and Shutters

|         |           |
|---------|-----------|
| SECTION | 4.09      |
| PAGE    | 01        |
| DATE    | 9/11/2007 |

## 1. Fabric Awnings

Fabric covered awnings for window openings or door entries may be used on a limited basis for controlling glare and for decorative purposes with the approval of the DRC. Awnings shall be compatible with the architectural theme and exterior colors of the Structure. Only one solid color may be used. Two-tone piping or stripes are not permitted. Awnings for patios, decks and porches are not permitted. Product photographs and fabric swatches must be submitted for Design Review or Change Request Review [as applicable].

- ***Fabric coverings must be maintained in a good, neat and attractive condition. If fabric coverings are removed and not replaced, frames must also be removed.***
- ***Retractable awnings are not permitted.***

## 2. Decorative Shutters

Shutters are considered "decorative" if they are used primarily for ornamental purposes and not certified as hurricane shutters. Decorative shutters are permitted for all elevations provided such details are consistent with the architectural theme and exterior colors of the Structure. Shutters may be fixed or operable, and mounted to one or both sides of a window or from the top of a window as may be appropriate.

The following shutters are permitted, subject to approval of overall design:

### Permitted Designs

- Louver
- Panel
- Batten

### Permitted Materials

- Painted aluminum
- Polyvinyl
- Formed synthetics

## 3. Approval of Hurricane Shutters

If hurricane shutters are planned for a Structure, approval is highly recommended at time of Design Review rather than as a part of a modification to an existing Structure. Installation details, product photos and color samples must be submitted for Design Review or Modifications Review [as applicable]. The type, manufacturer, installation, and color of hurricane shutters are subject to approval of the DRC.

# Awnings and Shutters

|         |           |
|---------|-----------|
| SECTION | 4.09      |
| PAGE    | 02        |
| DATE    | 9/11/2007 |

## 4. Types of Hurricane Shutters

Hurricane shutters include **temporary** and **permanent** types. Generally, more than one type of hurricane shutter is required to provide protection for doors, windows and fixed glass openings.

Subject to design standards in this section, the following types of hurricane shutters are permitted:

### Temporary Hurricane Shutters

- Removable corrugated steel panels
- Removable aluminum panels

### Permanent Hurricane Shutters

- Roll-down shutters
- Colonial and Bahama shutters [*hurricane certified*]
  - ***Other products, materials and types of hurricane shutters will be considered on a case-by-case by the DRC.***
  - ***Verification of hurricane certification for shutters is the responsibility of the Applicant and not the DRC.***
  - ***Accordion shutters are not permitted.***
  -

## 5. Temporary Hurricane Shutters

Temporary hurricane shutters may be fabricated of corrugated steel or aluminum panels and may be used on all elevations of a Structure. Permanently affixed tracks and all other mounting brackets and attendant hardware shall be painted to match or blend with the color of the door frame, window frame, wall or other surrounds to which such items are attached.

## 6. Roll-Down Hurricane Shutters

Roll-down hurricane shutters may be made of foam-filled aluminum, extruded aluminum and other approved materials. Roll-down shutters are approved for all elevations and must be concealed from view inside the roof soffit or in other locations not visible from the street, the side yard of Corner Lots or adjoining Lots.

# Awnings and Shutters

|         |           |
|---------|-----------|
| SECTION | 4.09      |
| PAGE    | 03        |
| DATE    | 9/11/2007 |

## 7. Use and Operation of Hurricane Shutters

**Temporary hurricane panels** must be stored inside a Structure and only installed as provided below. **Permanent hurricane shutters** may be attached to the Structure and remain in place at all times. However, this type of shutter must be in the "open" position except when a tropical storm or hurricane is imminent.

Temporary hurricane panels may be installed and permanent hurricane shutters may be "closed" upon issuance of a tropical storm or hurricane watch. Temporary hurricane panels must be removed and permanent shutters released to the "open" position within five [5] days after a watch or warning is lifted.

- ***Arrangements for the installation or removal of hurricane shutters are the responsibility of Lot Owners.***

# Porches, Patios, Pools, Spas and Screen Enclosures

|         |           |
|---------|-----------|
| SECTION | 4.10      |
| PAGE    | 01        |
| DATE    | 9/11/2007 |

## 1. Design Approval

The location and design details of covered porches, patio decks, pools, spas and screen enclosures shall be submitted for approval by the DRC as part of Design Review or Modifications Review [*as applicable*].

## 2. Front Yard Porches

Covered front yard porches are permitted, provided such improvements shall be a minimum height of 18" and a preferred height of 21" above the grade of the Lot at the front of the Structure to achieve a minimum of 3 steps. The design of front porches shall be consistent with the approved architectural styles contained in Section 4.01.03.

Raised front yard porches shall be designed with a solid foundation wall on all exposed sides. The top deck portion of raised porches may be wood or composite planks over crawl space or infilled with concrete and approved finishes and edging.

Steps for raised porches may be constructed of stone, brick or concrete with approved finishes and edging. Wood or composite planks are not permitted for entry steps.

- ***Front yard porches may not be enclosed with permanent screening.***
- ***Retractable screens concealed from the view may be approved by the DRC on a case-by-case basis***

## 3. Other Porches, Patio Decks and Pool Decks

Subject to easements, setbacks and site drainage requirements, covered porches and open patio decks are permitted in side and rear yards or in the internal open space area of Structures designed with a central courtyard or atrium. Setbacks for porches, patio decks and pool decks are shown under exhibits in this section. Porches with a conventional roof must be located within the Maximum Build able Area. Setbacks and allowable finishes are shown under exhibits in this section.

- ***Covered porches must be integrated into the roof system of the Structure with approved materials and finishes. Corrugated fiberglass panels, canvas, vinyl, fabric, aluminum pan roof panels or similar materials are not permitted for porch covers or roofs.***



# Porches, Patios, Pools, Spas and Screen Enclosures

|         |           |
|---------|-----------|
| SECTION | 4.10      |
| PAGE    | 02        |
| DATE    | 9/11/2007 |

## 4. In-Ground Pools and Spas

- A. **Location.** In-ground pools and spas may be located in rear yards or in the internal open space area of Structures designed with a central courtyard or atrium. Setbacks for in-ground pools and spas are shown under exhibits in this section.
- B. **Pool Elevation Grade.** On Lots with steep slopes, steps shall lead from the main living level or walk-out basement level to the pool deck. The elevation grade of pool or spa decks shall not be more than 3'-0" below the finish floor elevation of the main living level or walk-out basement as applicable. In addition, no more than 4'-0" of the pool or spa deck shall be above the finish grade at the outside edges of the deck. Variances may be granted by the DRC on a case-by-case basis for steep Lots. However, prospective purchasers should take steep Lot conditions into consideration prior to the purchase of a Lot for which a swimming pool is intended.
- C. **Pool Equipment.** All pumps, filtration and other equipment must be buffered from the street, Golf Club Property and adjoining Lots by a service fence, wall or landscaping as provided in this manual. Pool equipment must be set back at least 2'-0" from the side lot line.

➤ ***Above-ground or portable pools are not permitted, except for small baby play pools which are removed when not in use.***

## 5. Portable Spas

Portable spas are permitted if located under a covered porch or in the internal open space area of Structures designed with a central courtyard or atrium.

## 6. Pool and Spa Protection

Pools and spas must be protected on exposed sides by a screen enclosure or a fence as provided in this manual. As an alternative, spas may be enclosed by a protective cover with a locking device.

➤ ***Compliance with building and safety codes are the responsibility of the Applicant and not the DRC.***

# Porches, Patios, Pools, Spas and Screen Enclosures

|         |           |
|---------|-----------|
| SECTION | 4.10      |
| PAGE    | 03        |
| DATE    | 9/11/2007 |

## 7. Screen Enclosures

Subject to easements, setbacks and site drainage requirements, screen enclosures may be used to enclose the sides and overhead of an open patio or pool deck.

- A. **Setbacks.** Setbacks for patio and pools decks with screen enclosures are shown under exhibits in this section. All setbacks are subject to easements and site drainage requirements.
- B. **Frames.** Only bronze screen frames are permitted.
- C. **Screening.** Black or charcoal screening is permitted.
- D. **Roofs.** Screen enclosures shall be attached to and integrated with the Structure. No flat roofs are permitted on screen enclosures, except for the internal open space area of Structures designed with a central courtyard or atrium.

➤ ***The roof of screen enclosures may not be covered with corrugated fiberglass panels, canvas, vinyl, fabric, aluminum pan roof panels or similar materials.***

- E. **Enclosure Height.** Screen enclosures may not be higher than the ridgeline of the roof on any 1-story home. For 2-story homes, the height of screen enclosures may not exceed 75 percent of the combined wall plate heights of the first and second story or approximately 1½ stories. Exceptions will be considered on a case-by-case basis by the DRC but are subject to disapproval.
- F. **Enclosure Width: 65' and Narrower Lot Neighborhoods.** Screen enclosures on Lots in neighborhoods with typical Lot widths of 65' or narrower may be the full width of the Structure but not extend beyond the side walls.
- G. **Enclosure Width: 80' and Wider Lot Neighborhoods / Rectangular Lots.** Screen enclosures on generally ***rectangular*** Lots in neighborhoods with typical Lot widths of 80' or wider shall not exceed 75% of the width of the Structure and shall not extend beyond the side walls. Exceptions will be considered on a case-by-case basis by the DRC but are subject to disapproval.
- H. **Enclosure Width: 80' and Wider Lot Neighborhoods / Pie Lots.** Screen enclosures on ***pie*** Lots [*with narrow front yards and wide rear yards*] in neighborhoods with typical Lot widths of 80' or wider shall not exceed the lesser of 50% of the rear property line width or 100% of the house width and shall not extend beyond the side walls. For ***reverse pie*** Lots [*with wide front yards and narrow rear yards*], screen enclosures shall not shall not exceed 75% of the house width and shall not extend beyond the side walls. Exceptions for the preceding conditions will be considered on a case-by-case basis by the DRC but are subject to disapproval.

# Porches, Patios, Pools, Spas and Screen Enclosures

|                |           |
|----------------|-----------|
| <b>SECTION</b> | 4.10      |
| <b>PAGE</b>    | 04        |
| <b>DATE</b>    | 9/11/2007 |

| <b>POOL / PATIO DECK SETBACKS</b>   |       |       |       |        |        |
|---|-------|-------|-------|--------|--------|
| Typical Lot Width:  | 52'   | 65'   | 80'   | 100'   | 110'+  |
| Pool or Patio Deck with Screen Enclosure: Min. Side Yard  | 5'-6" | 5'-0" | 7'-6" | 10'-0" | 10'-0" |
| Pool or Patio Deck with Screen Enclosure: Min. Rear Yard  | 5'-0" | 5'-0" | 5'-0" | 5'-0"  | 5'-0"  |
| Pool or Patio Deck with No Screen Enclosure: Min. Side  | 3'-0" | 3'-0" | 3'-0" | 3'-0"  | 3'-0"  |
| Pool or Patio Deck with No Screen Enclosure: Min. Rear  | 3'-0" | 3'-0" | 3'-0" | 3'-0"  | 3'-0"  |
| Pool / Mechanical Equipment: Min. Side Yard Setback   | 2'-0" | 2'-0" | 2'-0" | 2'-0"  | 2'-0"  |
| The allowable width of screen enclosures varies by typical Lot width and configuration. Screen enclosures in the rear yard may not extend beyond the side wall on either side of the Structure. |       |       |       |        |        |

| <b>PORCH / PATIO / POOL DECK FINISHES</b>                  |                              |               |                                  |               |
|--|------------------------------|---------------|----------------------------------|---------------|
| Materials and Finishes                                     | Entry Stoops / Front Porches |               | Other Porch / Patio / Pool Decks |               |
|  | Permitted                    | Not Permitted | Permitted                        | Not Permitted |
| Broom finish concrete without picture frame edging         |                              | ●             |                                  | ●             |
| Broom finish concrete with picture frame edging            | ●                            |               | ●                                |               |
| Broom finish concrete with bull nose edging                | ●                            |               | ●                                |               |
| Broom finish concrete with color agents                    | ●                            |               | ●                                |               |
| Broom finish concrete with exposed natural stone aggregate | ●                            |               | ●                                |               |
| Broom finish concrete trimmed in pavers or brick           | ●                            |               | ●                                |               |
| Concrete with specialty coatings                           | ●                            |               | ●                                |               |
| Brick  | ●                            |               | ●                                |               |
| Brick pavers   | ●                            |               | ●                                |               |
| Precast or interlocking concrete pavers                    | ●                            |               | ●                                |               |
| Natural stone pavers                                       | ●                            |               | ●                                |               |
| Stone set in mortar  | ●                            |               | ●                                |               |
| Composite tile   | ●                            |               | ●                                |               |
| Wood Flooring or Decking                                   | ●                            |               | ●                                |               |
| Recycled plastic and wood polymer composites               | ●                            |               | ●                                |               |
| Chattahoochee set in epoxy                                 |                              | ●             |                                  | ●             |

# Fences, Walls and Planters

|         |           |
|---------|-----------|
| SECTION | 4.11      |
| PAGE    | 01        |
| DATE    | 9/11/2007 |

## 1. Design Approval

The location and design details of all fences, walls and planters shall be submitted for approval by the DRC as part of Design Review or Modifications Review [*as applicable*]. Perimeter and pool fences shall conform to a standard design established by the DRC. All other types of fences, walls and planters are considered custom in nature and, in addition to showing the location, Design Documents shall include elevations with full details and finishes, such as colors, caps, specialty bands, tile inserts or decorative embellishments.

## 2. Classifications

Depending on location and function, fences and walls are classified as one of the following:

- Perimeter fences
- Pool fences
- Privacy walls
- Service area walls
- Planters and low walls
- Driveway monumentation
  
- *Walls and fences intended to serve as dog runs are not permitted on any Lot.*
  
- *Wall and fence classifications, locations and types will be reviewed on a case-by-case basis by the DRC. The view of walls and fences from the street, adjoining Lots, Common Areas and Golf Course Property will be taken into consideration in the review process.*

## 3. Locations

Unless otherwise approved in writing by the DRC, fences, walls and planters shall be limited to the locations as provided in this section. Due to site conditions, swale grades, drainage and easements, locations may become more restrictive as may be determined by the DRC on a case-by-case basis. Fences and walls may not impede drainage for the Lot upon which such improvements are proposed or for any adjoining Lots.

- *If fences, walls and planters are approved within an easement of record, the Owner shall be responsible for the prompt removal and replacement of any such improvements and related landscaping as may be required for access by the Developer, Association, CDD or grantee of the easement.*

|                                   |                |           |
|-----------------------------------|----------------|-----------|
| <b>Fences, Walls and Planters</b> | <b>SECTION</b> | 4.11      |
|                                   | <b>PAGE</b>    | 02        |
|                                   | <b>DATE</b>    | 9/11/2007 |

4. **Perimeter Fences**

Subject to standard design criteria in this section, perimeter fences may be used to enclose portions of side and rear yards.

- A. **Location: Interior Lots.** A perimeter fence for an interior Lot may extend from a point 10'-0" behind the facade of a Structure to the side property line on each side and, thereafter, to and across the rear property line.
- B. **Location: Corner Lots.** On the interior side yard of a corner Lot, a perimeter fence may extend from a point 10'-0" behind the facade of a Structure to the side yard property line and, thereafter, to the rear property line. On the street side yard of a corner Lot, a perimeter fence may extend from the rear corner of a Structure to the Maximum Buildable Area line and, thereafter, along the Maximum Buildable Area line to and across the rear property line.
- C. **Height.** Perimeter fences shall be 5'-0" in height.
- D. **Design.** Perimeter fences shall be open-picket in style and conform to a standard design, finish, color, height, post and gate detail as provided in this section.

5. **Pool Fences**

If a Lot Owner constructs a swimming pool or in-ground spa, it must be protected with a screen enclosure or a pool fence. The requirements for a pool fence are the same as for perimeter fences, except pool fences typically require a smaller portion of the Lot and must be equipped with safety latches on gates. Per code safety latches on gates must be installed at a height of 52 Inches.

6. **Privacy Walls**

Privacy walls shall be restricted to *limited applications*, such as providing additional privacy for a specific room with extensive glass walls within a Structure or for the internal open space area of a Structure designed with a central courtyard or atrium. Privacy walls shall include a cap detail for definition. Depending on the location and height of a privacy wall, intermediate detailing may be required, such as specialty bands, tile inserts or decorative embellishments.

- A. **Location: Front Yard** For the sole purpose of screening a bathroom, a privacy wall may extend up to 8'-0" beyond the front plane of the Structure, but not more than 5'-0" beyond the Maximum Buildable Area in the front

# Fences, Walls and Planters

|         |           |
|---------|-----------|
| SECTION | 4.11      |
| PAGE    | 03        |
| DATE    | 9/11/2007 |

- B. **Location: Interior Lots** Only to the extent necessary to satisfy its intended purpose as determined by the DRC, a privacy wall for an interior Lot may be located between a point 10'-0" behind the front plane of a Structure and the rear of a Structure and extending to the side property line.
- C. **Location: Corner Lots** The requirements above for an interior Lot apply to the interior side yard of a corner Lot. However, along the street side yard, a privacy wall may extend to and along the line of the Maximum Buildable Area only to the extent necessary to satisfy its intended purpose as determined by the DRC.
- D. **Height:** 5'-0"
- E. **Gate Materials:**
- (1) Polyvinyl
  - (2) Painted aluminum
- F. **Wall Materials:**
- (1) Stone
  - (2) Brick
  - (3) Concrete block [with stucco, stone or brick applications]

## 7. Service Area Walls

Service equipment must be buffered by either landscaping or a service area wall only to the extent necessary to reduce noise and/or screen air conditioning compressors, pool/spa equipment, utility connections, garbage receptacles and log storage from the street, adjoining Lots, Common Areas and Golf Course Property. Service area walls shall be limited to a maximum height of 5'-0" and may be constructed of stone, brick or concrete block with stucco, stone or brick applications. Slabs located inside service fences shall be designed for positive drainage. The location and construction of a service area wall may not impede site drainage between Lots.

## 8. Planters and Low Walls

Planters and low walls used for decorative purposes may be permitted on a **highly limited basis** to define landscaping, entry walks or outdoor spaces. [NOTE: Walls used to hold back soil are considered retaining walls, which are subject to provisions in Section 4.02.] Subject to overall design approval, planters and low walls located in the front yard area must be at least

10'-0" behind the front Lot line and 3'-0" from the side Lot line. Unless otherwise approved by the DRC, planters and low walls shall be limited to a height of 30".

## Fences, Walls and Planters

|         |           |
|---------|-----------|
| SECTION | 4.11      |
| PAGE    | 04        |
| DATE    | 9/11/2007 |

### 9. Driveway Monumentation

Driveway monumentation refers to low decorative walls to define the entry to a home. Monuments are only permitted for residential driveways on Mansion Lots [110']. Owners of Mansion Lots [110'] in this location are encouraged to include monuments as part of hardscape planning. Monuments must be landscaped and shall be consistent with the architectural character of the home. Subject to overall design approval, monuments are permitted on either or both sides of a driveway. Approved materials include stone, brick or concrete block with stucco, stone or brick veneers. Unless otherwise approved by the DRC, monuments must be at least 10'-0" behind the front Lot line and 3'-0" from the side Lot line. Excluding lighting fixtures, monuments may not exceed 5'-0" in height and 10'-0" in length.

Subject to the approval of the lighting manufacturer, fixture design and finish by the DRC, one lighting fixture is permitted for each monument on either or both sides of the driveway. The design of such fixture shall be in keeping with the architectural character of the home. The fixture and any related mounting accessories may not exceed 32" in height and 14" in width. A maximum of 100 watts is permitted per fixture.

# Fences, Walls and Planters

|         |           |
|---------|-----------|
| SECTION | 4.11      |
| PAGE    | 05        |
| DATE    | 9/11/2007 |

## Perimeter and Pool Fence Specifications

| ITEM   | STANDARD  |
|--|---|
| Manufacturer   | Jerith / Style #202 or equal                    |
| Material   | Extruded aluminum                               |
| Pickets  | 5/8" sq. x .050" thick                          |
| Picket Spacing   | 3 13/16"  |
| Finials  | None  |
| Scrolls  | None  |
| Ball Caps  | Yes   |
| Top Rail   | 1" sq. x .055" thick                            |
| Intermediate Rail  | 1" sq. x .055" thick                            |
| Bottom Rail  | 1" sq. x .055" thick                            |
| Section Posts  | 2" sq. x .060" thick                            |
| Post Spacing   | 72 1/2" on center                               |
| Color  | Bronze  |
| Finish   | Polyester powder coating or electrostatic paint |
| Height   | 5'-0"   |
| Single Gate Width  | 36" [minimum] / 48" [recommended]               |
| Gates for pool fences must be equipped with self-closing and self-latching safety devices. |   |



# Fences, Walls and Planters

|         |           |
|---------|-----------|
| SECTION | 4.11      |
| PAGE    | 06        |
| DATE    | 9/11/2007 |

## APPROVED PERIMETER AND POOL FENCE SECTION AND POST DESIGN



# Accessory Structures

|         |           |
|---------|-----------|
| SECTION | 4.12      |
| PAGE    | 01        |
| DATE    | 9/11/2007 |

## 1. Design Approval

The location and appropriate design details for Accessory Structures shall be submitted for approval by the DRC as part of Design Review or Modifications Review [*as applicable*]. Design Documents shall include top views, elevations, exterior finishes, colors and related details. All Accessory Structures shall be located within the Maximum Buildable Area or as otherwise approved by the DRC. The design, materials and colors of Accessory Structures shall be compatible with the principal Structure to which they apply.

## 2. Classifications

Subject to the approval of the DRC, the types of Accessory Structures listed below are "permitted" or "not permitted". Other types of Accessory Structures will be evaluated on their own merits, but are subject to disapproval.

### Permitted

- Detached gazebos
- Detached pavilions
- Detached cabanas
- Detached pergolas
- Detached trellises
- Detached garages
- Detached guest houses
- Detached barbecue stations

### Not Permitted

- Detached storage or tool sheds
- Dog houses

## 3. Detached Pergolas and Trellises

Detached pergolas or trellises are an effective method of producing shade and defining outdoor spaces. Subject to overall design approval, detached pergolas and trellises are permitted within the Maximum Buildable Area or as otherwise approved by the DRC.

## 4. Detached Gazebos, Pavilions and Cabanas

Roof shingles for gazebos, pavilions, and cabanas shall match the manufacturer, style and color of those used for the principal Structure. Fascias, soffits, trim and columns shall be compatible with the principal Structure.

# Accessory Structures

|         |           |
|---------|-----------|
| SECTION | 4.12      |
| PAGE    | 02        |
| DATE    | 9/11/2007 |

## 5. Detached Garages and Guest Houses

Garages and guest houses may be detached from the principal Structure or attached by a breezeway, subject to overall design approval. The construction of living quarters above detached garages is also permitted. Detached garages and guest houses shall be located within the Maximum Buildable Area or as otherwise approved by the DRC, and shall be consistent with the design, materials and colors of the principal Structure to which they apply.

## 6. Barbecue Stations.

Subject to overall design approval, free-standing or open-air barbecue stations are permitted in rear yards within the Maximum Buildable Area or as otherwise approved by the DRC. Barbecue stations may be covered with a trellis or roofed structure. Roof shingles shall match the manufacturer, style and color of those used for the principal Structure. Fascias, soffits, trim and columns shall be compatible with the principal Structure.

# Exterior Colors and Maintenance

|         |           |
|---------|-----------|
| SECTION | 4.13      |
| PAGE    | 01        |
| DATE    | 9/11/2007 |

## 1. Design Approval

Exterior colors for original construction must be submitted on a color chip sheet attached to a Design Review Application for approval by the DRC. In some cases, color swatches, product samples and/or color product photographs may be required by the DRC. A Change Request Application must be used for changes to colors for work in progress and for changes after completion of a Structure.

- ***As part of initial construction, master color palettes for the exterior of homes may be submitted by Participating Builders as part of Design Review for Master Plan Approval.***
- ***The DRC has the authority to require the replacement of exterior materials or the re-painting of a Structure, at the Applicant's expense, if final colors vary from those originally approved or if written approval was not obtained in advance and the colors selected are subsequently disapproved by the DRC.***
- ***Exterior colors shall not be permitted that, in the opinion of the DRC, are considered inharmonious, discordant, incongruous, aesthetically displeasing, or inappropriate for the architectural theme of a home or for use within the community or any neighborhood.***
- ***The approval of a color or color scheme for use on a home on a certain Lot by the DRC shall not obligate the DRC to make similar approvals for homes on other Lots.***

## 2. Color Schemes

The use of exterior color acts as a theme-conveying element, reflective of the architectural styles within the community. Color has a major impact on how a home and its architecture are perceived. It can even affect the value of the home and surrounding properties. Handled properly, however, color can be an expressive tool.

When planning a color scheme, start by identifying the colors of nearby homes for potential repetitive color conflicts. Examine the native vegetation, tree coverage and availability of sunlight that may influence selections. Determine what colors are suggested by the architectural detailing or work best with exterior materials that may be included. Thereafter, select colors starting -- in order of priority -- with the roof, walls and accents. The roof of a home is usually its dominant element, and the shingle color has a considerable influence on the remainder of the home. Consequently, it is beneficial to select the roof color before wall or accent colors. Here are other standards to follow before the overall scheme is finalized:

# Exterior Colors and Maintenance

|         |           |
|---------|-----------|
| SECTION | 4.13      |
| PAGE    | 02        |
| DATE    | 9/11/2007 |

## **A. Contrasting Colors**

Contrasting colors can be helpful in calling attention to specific design elements of a home. In some cases, contrasting colors can also result in major conflicts. For example, two equally large areas of contrasting colors tend to produce an uneasy effect because they compete with each other. On the other hand, if one of the contrasting colors is utilized for the walls of a home and the other is used for accents, the combination may work effectively. Otherwise, large areas of contrasting colors are subject to disapproval by the DRC.

## **B. Exterior Wall Colors**

The use of *light-* and *mid-tones* are required for exterior walls. *Deep-tones* will be evaluated by the DRC on a case-by-case basis, but are subject to disapproval. White walls are only permitted on every fourth home on either side of the street.

## **C. Accent Colors**

Individual design expressions are encouraged through the use of accent colors. Accent colors can be lighter or darker than the body of a home. Regardless of the approach, accent colors can add interest to exteriors, but they must be handled carefully. Too many accent colors and overly contrasting accents may not produce the desired results and are subject to disapproval by the DRC.

## **D. Repetitious Colors**

Within neighborhoods consisting of typical Lots with 60' and larger widths, the same or very similar color combinations may not be repeated within less than every third Lot on either side of the street without sufficient variations in elevation details or materials as determined in the opinion of the DRC. This provision does not apply to any other neighborhoods within the community.

## **E. Restrictions on Roof Colors**

The color of roof shingles and tile shall be subject to the approval of the DRC. Prohibited colors include, but are not limited to, the following:

- White
- Light Gray
- Pink
- Light, Medium and Dark Blue
- Light Tan

# Exterior Colors and Maintenance

|         |           |
|---------|-----------|
| SECTION | 4.13      |
| PAGE    | 03        |
| DATE    | 9/11/2007 |

### 3. Exterior Wall, Trim and Accent Colors

Unless master color palettes have been approved, color chip sheets for exterior walls, trim and accents must be attached to the Design Review Application or Change Request Application [as applicable] and approved by the DRC.

### 4. Stone and Brick Colors

Unless master color palettes have been approved, stone and brick for exterior walls, window and entry door trim, chimneys, planters or other uses must be submitted for approval by the DRC. Stone and brick colors must complement the overall color scheme of the home and will be evaluated on their own merits by the DRC. Applications for Design Review or Change Request shall include a thin, storable sample of stone or brick being submitted for consideration.

### 5. Screen Enclosure Colors

Only bronze screen enclosure frames are "permitted" with charcoal or black screening.

### 6. Window Colors

White, cream and bronze are "permitted" for aluminum window and glass sliding door frames, subject to approval of the other exterior color selections. Colors permitted for wood and other types of frames will be evaluated on their own merits by the DRC.

### 7. Driveway Colors

For driveways with brick pavers, a color product photo showing proposed patterns, banding and colors shall be attached to the Design Review Application or Change Request Application [as applicable].

### 8. Repaints

Existing homes may be repainted the same color. If color changes are anticipated, Owners must submit a color chip sheet and a Change Request Application to the DRC for approval. This provision applies to all exterior colors including, but not limited to, exterior walls, trim and accents.

### 9. Exterior Maintenance

Exterior finishes, surfaces and materials of dwellings shall be maintained in a first-class condition and free of decay, deterioration, stains, rust, mold, mildew, peeling or fading paint, and similar conditions. Maintenance shall include routine cleaning, repainting and repair of Deteriorating surface and sub-surface materials including, but not limited to, stucco, columns, railings, fascias, soffits, dormers, cupolas, gable ends and roofing. In the event the exterior of a

## Exterior Colors and Maintenance

|         |           |
|---------|-----------|
| SECTION | 4.13      |
| PAGE    | 04        |
| DATE    | 9/11/2007 |

dwelling requires cleaning, maintenance or repair and such work is not completed in a timely manner, the DRC shall provide notice to the Lot Owner who shall have thirty [30] days to bring exterior finishes, surfaces and materials into a first-class condition.

# DESIGN REVIEW APPLICATION FOR COLOR APPROVAL

## Color Chip Sheet

|                              |  |
|------------------------------|--|
| <b>Applicant</b>             |  |
| <b>Neighborhood(s)</b>       |  |
| <b>Plan / Elevation Name</b> |  |
| <b>Color Palette No.</b>     |  |

**ATTACH ONLY ONE SHEET PER APPLICATION FOR EACH COLOR PALLETTE ▪ MAKE COPIES OF THIS SHEET AS REQUIRED**

| APPLIES TO: <input type="checkbox"/>  |   | CHIP #1                  |
|---|---|--------------------------|
| <input type="checkbox"/> Stucco: Main Body<br><input type="checkbox"/> Exterior Stucco Trim<br><input type="checkbox"/> Siding<br><input type="checkbox"/> Siding Trim<br><input type="checkbox"/> Fascia / Soffit<br><input type="checkbox"/> Front Door | <input type="checkbox"/> Garage Door<br><input type="checkbox"/> Shutters<br><input type="checkbox"/> Window Frames<br><input type="checkbox"/> Columns<br><input type="checkbox"/> Louvered Vents<br><input type="checkbox"/> Railings | [ATTACH COLOR CHIP HERE] |
| APPLIES TO: <input type="checkbox"/>  |   | CHIP #2                  |
| <input type="checkbox"/> Stucco: Main Body<br><input type="checkbox"/> Exterior Stucco Trim<br><input type="checkbox"/> Siding<br><input type="checkbox"/> Siding Trim<br><input type="checkbox"/> Fascia / Soffit<br><input type="checkbox"/> Front Door | <input type="checkbox"/> Garage Door<br><input type="checkbox"/> Shutters<br><input type="checkbox"/> Window Frames<br><input type="checkbox"/> Columns<br><input type="checkbox"/> Louvered Vents<br><input type="checkbox"/> Railings | [ATTACH COLOR CHIP HERE] |
| APPLIES TO: <input type="checkbox"/>  |   | CHIP #3                  |
| <input type="checkbox"/> Stucco: Main Body<br><input type="checkbox"/> Exterior Stucco Trim<br><input type="checkbox"/> Siding<br><input type="checkbox"/> Siding Trim<br><input type="checkbox"/> Fascia / Soffit<br><input type="checkbox"/> Front Door | <input type="checkbox"/> Garage Door<br><input type="checkbox"/> Shutters<br><input type="checkbox"/> Window Frames<br><input type="checkbox"/> Columns<br><input type="checkbox"/> Louvered Vents<br><input type="checkbox"/> Railings | [ATTACH COLOR CHIP HERE] |
| APPLIES TO: <input type="checkbox"/>  |   | CHIP #4                  |
| <input type="checkbox"/> Stucco: Main Body<br><input type="checkbox"/> Exterior Stucco Trim<br><input type="checkbox"/> Siding<br><input type="checkbox"/> Siding Trim<br><input type="checkbox"/> Fascia / Soffit<br><input type="checkbox"/> Front Door | <input type="checkbox"/> Garage Door<br><input type="checkbox"/> Shutters<br><input type="checkbox"/> Window Frames<br><input type="checkbox"/> Columns<br><input type="checkbox"/> Louvered Vents<br><input type="checkbox"/> Railings | [ATTACH COLOR CHIP HERE] |



# Exterior Lighting

|         |           |
|---------|-----------|
| SECTION | 4.14      |
| PAGE    | 01        |
| DATE    | 9/11/2007 |

## 1. Overview

The intent of the standards in this section is to ensure lighting is properly used to enhance the architectural detailing and landscape design of a Structure during evening hours **without overpowering the streetscape, producing excessive glare, or affecting adjoining Lots.** Architectural lighting must be shown on floor plans submitted for Design Review, and landscape lighting must appear on landscape plans submitted for Landscape Review. After completion of a Structure, any additional architectural or landscape lighting must be approved as part of a Change Request.

## 2. Location of Lighting Fixtures

All architectural lighting must be attached to the Structure and all landscape lighting must be located no less than 10'-0" from the front Lot line and 3'-0" from the side lot line. Post lamps are not permitted.

## 3. Style and Finish of Lighting Fixtures

Lantern style lighting fixtures are permitted for the front entry, proximate to garage doors, and on porches and patio decks not located in side yards. Eave, wall and ground lights must be shielded. Globe lights will not be permitted. Allowable finishes include **copper, verde green, rust** or **black** and other colors as may be approved by the DRC. White fixtures are not permitted.

## 4. Illumination

The maximum level of illumination shall not exceed a low-to-medium level of illumination to achieve a **soft look** or **warm glow**.

## 5. Bulbs

All exterior lighting must be equipped with white, frosted or clear bulbs. Mercury vapor and high pressure sodium lights are not permitted.

## 6. Lenses

Glass panels or lenses and vinyl or plastic liners for lighting fixtures must be white, frosted or clear. No colored panels or lenses are permitted.

## 7. Path Lights

Path lights, not exceeding 30" in height above grade, may be used on a **limited basis** to light walkways. Pagoda or bollard style lights must have diffusers with **extended shields** to reduce glare from the street.

# Exterior Lighting

|         |           |
|---------|-----------|
| SECTION | 4.14      |
| PAGE    | 02        |
| DATE    | 9/11/2007 |

- ***Path or ground lights are not permitted for installation along driveways within 10'-0" of the front lot line and within 3'-0" from the side lot line.***

## 8. Landscape Lights

Ground lights, ground-level spot lights and well lights may be used on a **limited basis**.

## 9. Entry Lights

Hanging fixtures, wall- or ceiling-mounted fixtures, and recessed high hats may be used for entry lighting. Low-wattage incandescent lights are best for decorative wall-mounted fixtures, while higher-wattage fixtures are recommended for overhead use.

## 10. Garage Lights

Decorative wall-mounted fixtures may be used to light garage door areas and may be mounted above or on the sides of garage doors.

## 11. Porch Lights

Hanging fixtures, wall- or ceiling-mounted fixtures, and recessed high hats may be used for porch lighting.

## 12. Side Yard Lights

Doors facing or opening to the side yards of Structures may be lighted with a shielded fixture which provides up and/or down light only.

## 13. Spot / Flood Lights

A maximum of two [2] wall- or eave-mounted spot lights, not exceeding 150 watts per fixture, are permitted only on the rear plane of a Structure, unless otherwise approved by the DRC. Fixtures must be mounted less than 12'-0" above grade and fitted with a shield to minimize light spillage. Lamps may not be directed at such an angle to cause excessive glare or light spillage which may affect adjoining Lots, as determined by the DRC. Wall- and eave-mounted spot / flood lights are not permitted in front or side yard areas, unless otherwise approved by the DRC.

## 14. Driveway Monumentation Lights

Driveway monumentation is permitted for residential driveways on Mansion Lots [110'] fronting on the roadway to the golf clubhouse. Subject to the approval of the lighting manufacturer, fixture design and finish by the DRC, one lighting fixture is permitted for each monument on either or both sides of the driveway. The design of such fixture shall be in keeping with the architectural character of the home. The fixture and any related mounting accessories may not exceed 32" in height and 14" in width. A maximum of three bulbs and 180 watts is permitted per fixture.

## Exterior Lighting

|         |           |
|---------|-----------|
| SECTION | 4.14      |
| PAGE    | 03        |
| DATE    | 9/11/2007 |

### 15. Light Spillage and Glare

Other than decorative fixtures attached to the entry or garage of a Structure, light sources should be hidden when possible so the light is seen, but not the lamp. Besides achieving the most natural look possible, hiding the light source avoids glare that results when lamps are in direct view. Glare can also be reduced by using several smaller lights rather than one larger one. The use of diffusers, shields and grills is also helpful.

- ***No exterior lighting will be permitted which, in the opinion of the DRC, would create a nuisance to adjoining Lots or excessive glare from the street. In the event lighting produces excessive glare or light spillage after installation, the Applicant will be required to correct the situation by reducing the wattage of lamps, adjusting shields, or taking other measures as directed by the DRC Administrator.***

# Landscaping, Irrigation and Wells

|         |          |
|---------|----------|
| SECTION | 4.15     |
| PAGE    | 01       |
| DATE    | 4/1/2016 |

## 1. Design Approval

The purpose of the landscape review process is to ensure harmonious neighborhood streetscapes, to enhance views across lakes and along fairways, and to protect the aesthetic quality of the overall community. The landscape design standards are intended to provide for the needs and desires of the Applicant in a manner which also protects the lifestyle of adjoining neighbors. Landscape plans shall be submitted for approval by the DRC as part of a ***Design Review Application for Master Plan Approval, Landscape Review Application or Change Request Application*** [as applicable].

- ***For master approval of plans by Participating Builders, three versions of landscape plans are required for each floor plan -- one each for standard lots, back-to-back lots and corner lots.***

## 2. Guidelines for the Design of Landscaping

- Landscape architects or designers should provide a scaled site plan ( preferable 1:20' or 1:10' depending on lot size on a 11"x17"sheet) for review to the DRC.
- Landscape architects or designers need to request from the builders a)construction plans of homes including entrances, windows, porches, possible pool decks and exact locations of AC Pads, and b)exterior elevations of front, rear and side elevations with window locations.
- Landscape architects or designers need to know the locations and sizes of driveways and walkways.

## 3. Removal of Landscape Material and Trees

Prior to or after completion of a home, no landscape material or trees shall be removed without the approval of the DRC. Approval for the removal of landscape material or trees may be conditioned by the DRC upon replacement of any such trees at the Lot Owner's expense. In addition to DRC approval, a permit is required by the requisite government authority for the removal of trees with a 6" or greater caliper at breast height. Trees with a 18" or greater caliper at breast height are termed "specimen" and must be preserved unless no acceptable alternative is available.

## 4. Minimum Landscape Budget: 52' to 80' Wide Lots

Applicants constructing homes within neighborhoods planned for Lots typically 52' to 80' in width shall spend no less than the minimum amounts below, which are exclusive of the cost of ***fill***,

|  |         |          |
|--|---------|----------|
| <b>Landscaping,<br/>Irrigation and Wells</b> | SECTION | 4.15     |
|  | PAGE    | 02       |
|  | DATE    | 4/1/2016 |

*grading, sod, irrigation systems and landscape design* for the landscaping package [based upon Lot width and calculated at *wholesale prices including labor*].

| Lot Type | Typical Width | Min. Budget |
|----------|---------------|-------------|
| Cottage  | 52'           | \$4,000     |
| Manor    | 65'           | \$5,000     |
| Estate   | 80'           | \$6,500     |

- *The minimum budget may be increased for oversized lots as determined by the DRC.*
- *For purposes of calculating the minimum budget, landscape material installed inside screen enclosures will not be considered.*

5. **Minimum Landscape Budget: 100' and Wider Lots**

Applicants constructing homes within neighborhoods planned for Lots typically 100' and wider shall spend the **greater of** two percent [2%] of the sales price of a Lot and completed home or the minimum below, which amounts are exclusive of the cost of **street trees, fill, grading, sod, irrigation systems and landscape design** for the landscaping package [calculated at *wholesale prices including labor*].

| Lot Type     | Typical Width | Greater of 2% of Amount Stated Above or Min. Budget Below |
|--------------|---------------|---|
| Grand Estate | 100'          | \$7,500   |
| Mansion      | 110'+         | \$10,000+   |

- *The minimum fixed amount may be increased for oversized Lots as determined by the DRC.*
- *For purposes of calculating the minimum budget, landscape material installed inside screen enclosures will not be considered.*

6. **Credit for Existing Vegetation and Trees**

Due to the dense native vegetation and tree coverage within portions of the community, landscape credit may be granted by the DRC, thereby reducing or eliminating the requirement

|  |                |          |
|--|----------------|----------|
| <b>Landscaping,<br/>Irrigation and Wells</b> | <b>SECTION</b> | 4.15     |
|  | <b>PAGE</b>    | 03       |
|  | <b>DATE</b>    | 4/1/2016 |

for street trees and scaling down the volume of landscape materials that would otherwise be required in yard areas. Applicants should meet with the DRC Administrator to discuss potential landscape credits that may apply. The amount and quality of vegetation and trees to be saved will be reviewed on a case-by-case basis by the DRC.

**7. Landscaping of Easements**

Within the boundaries of a Lot, landscape material in easements shall be limited to sod, low ground cover or small shrubbery, subject to the approval of the DRC. The installation of new trees is not permitted in easements which will prevent maintenance of utilities or impede drainage.

- *Owners of Lots shall be responsible, at the Lot Owner's expense, for the prompt removal and subsequent replacement of any landscape improvements within easements as may be required for access, installation and maintenance of utilities or other purposes.*

**8. Approved Landscape Palette**

The shade trees, accent trees, palms, shrubs and ground covers listed in the **Landscape Palette** are permitted, subject to approval of the overall landscape plan. Other types of landscape material are encouraged with the approval of the DRC. Approval of Design Documents will be based on the selection of plant materials as well as the overall landscape design.

**9. Prohibited Landscape Materials**

The following landscape materials are not permitted for use within the community:

**Common Names**

Arbor Vitae  
 Australian Pine  
 Brazilian Pepper  
 Chinaberry  
 Chinese Tallow  
 Eucalyptus Species  
 French Mulberry  
 Jacaranda  
 Mimosa  
 Peltophorum  
 Punk Trees

**Botanical Names**

Thuja Orientalis  
 Casuarina Spp.  
 Schinus Spp.  
 Meloa Acedarach  
 Sapium Sebiferum  
 Eucalyotus Species  
 Morus Alba  
 Jacaranda Mimosifolia  
 Albiza Spp.  
 Peltophorum Pierocarpum  
 Melaleuca Spp.

# Landscaping, Irrigation and Wells

|         |          |
|---------|----------|
| SECTION | 4.15     |
| PAGE    | 04       |
| DATE    | 4/1/2016 |

## 10. Landscape Zones

In order to maintain a framework of cohesiveness from which Applicants may express their landscape choices, the following landscape zones have been established:

- Streetscape Zone
- Front Yard Zone
- Side Yard Zone
- Rear Yard Zone
- Lakefront Zone
- Golf Course Zone

## 11. Landscape Requirements: Streetscape Zone

The Streetscape Zone stretches from the curb to the front property line, and runs the full width of the Lot. On corner Lots, this zone also extends the full length of the street side yard to the rear property line. The Streetscape Zone shall be sodded by Applicants with St. Augustine "Floritam", "Floratine", "Bermuda" or "Zoysia". Unless approved by the DRC, no other landscaping material is allowed within the Streetscape Zone.

## 12. Landscape Requirements: Front Yard Zone

The Front Yard Zone runs the full width of the Lot and is the area between the front plane of the Structure and the Streetscape Zone. The minimum landscape requirements within the Front Yard Zone shall include the following:

- One [1] approved shade tree shall be planted per 2,000 square feet of total area within the Front Yard Zone or a minimum of one [1] yard tree, whichever is greater. If more than one [1] shade tree is required, one may be substituted by a cluster of three [3] approved palm trees.
- The turf area to planting bed ratio shall be a **minimum of 5:1** and a **maximum of 3:1** in the Front Yard Zone. Essentially, this means that the landscape allocated to shrub and ground cover shall be **no less than 20%** and **no more than 33%** of the Front Yard Zone [excluding hardscape areas].

## 13. Landscape Requirements: Side Yard Zone

The Side Yard Zone is from the front to the back of the Structure on both sides over to the respective property lines. The minimum landscape requirements within the Side Yard Zone shall

# Landscaping, Irrigation and Wells

|         |          |
|---------|----------|
| SECTION | 4.15     |
| PAGE    | 05       |
| DATE    | 4/1/2016 |

include the following:

- Interior Lots:** One [1] approved shrub per 4 linear feet along each side elevation for Lots in neighborhoods with a typical width of 100' or larger. For Lots in neighborhoods with a typical width of 52' to 80', one [1] approved shrub is required per 6 linear feet along each side elevation. For all sizes of Interior Lots, shrubs may be clustered within the Side Yard Zone so long as the required number is installed.
- Corner Lots ~ Interior Side Yard:** One [1] approved shrub is required per 4 linear feet along the interior side yard elevation for Lots in neighborhoods with a typical width of 100' or larger. For Lots in neighborhoods with a typical width of 52' to 80', one [1] approved shrub is required per 6 linear feet along the interior side yard elevation. For all sizes of corner Lots, shrubs may be clustered within the interior Side Yard Zone so long as the required number is installed.
- Corner Lots ~ Street Side Yard:** For all widths of Corner Lots, a continuous foundation hedge is required with a minimum of one [1] approved shrub per 4 linear feet along the street side yard elevation. Only shrubs beyond those required for the foundation hedge may be clustered. In addition to the continuous foundation hedge, one [1] approved shade tree shall be planted per 2,000 square feet of total area within the Side Yard Zone. If more than one [1] shade tree is required, one may be substituted by a cluster of three [3] approved palm trees.

## 14. Landscape Requirements: Rear Yard Zone

The Rear Yard Zone runs the full width of the Lot and is the area between the rear plane of the Structure and the rear property line. Unless otherwise approved by the DRC, the minimum landscape requirements within the Rear Yard Zone shall include the following:

- One [1] approved shade tree shall be planted per 2,000 square feet of total area within the Rear Yard Zone. If more than one [1] shade tree is required, one may be substituted by a cluster of three [3] approved palm trees. Shade trees are not required in the Rear Yard Zone for Lots in neighborhoods with a typical width of 52'.
- One [1] approved shrub per 4 linear feet shall be planted along the rear elevation and along the screen enclosure *[if applicable]* for Lots in neighborhoods with a typical width of 100' or larger. For Lots in neighborhoods with a typical width of 52' to 80', one [1] approved shrub per 6 linear feet shall be planted along the rear elevation and along the screen enclosure *[if applicable]*.



# Landscaping, Irrigation and Wells

|         |          |
|---------|----------|
| SECTION | 4.15     |
| PAGE    | 06       |
| DATE    | 4/1/2016 |

For all Lot sizes, shrubs along the screen enclosure shall be planted as a continuous foundation hedge. For all other portions of the rear elevation, shrubs may be clustered within the Rear Yard Zone so long as the required number is installed. For purposes of this calculation, landscape material installed inside screen enclosures will not be considered.

## 15. Landscape Requirements: Lakefront Zone

The Lakefront Zone only applies to Lots with rear property lines abutting a pond or lake within the community. The Lakefront Zone runs the full width of the Lot and is the last 15' of the Rear Yard Zone. In addition to required landscaping within the Rear Yard Zone, the Lakefront Zone shall include a minimum of three [3] trees as listed under "pond trees" in Section 4.15.13. The DRC may grant a variance for this requirement in the case of Lots with dense native vegetation or other characteristics which would prevent the enjoyment of such improvements by residents within the community. Applicants should check with the DRC Administrator to determine Lots for which this provision applies.

## 16. Landscape Requirements: Golf Course Zone

A copy of the lot and tree survey shall be attached to the **Landscape Review Application** or the **Final Design Review Application for Lot Approval** [as applicable]. For Lots backing up to the Golf Course, the lot survey shall show the exact location of the rear lot line, and the tree survey shall show trees with a caliper of 6" or more within the Golf Course Zone. The **Golf Course Zone** is the area abutting the rear Lot line of a Golf Course Lot, bounded by the side Lot lines extended into the Golf Course up to the point where the Golf Course grass is regularly mowed by the Golf Club. Lot Owners, at their expense, are responsible for landscaping the Golf Course Zone as part of new construction. Within the Golf Course Zone, Lot Owners have flexibility (a) with an approval form from the Club Manager and DRC to open up such areas within limits to improve views from the Lot to the Golf Course, or (b) to leave such areas "as is" to increase privacy within the rear yard of a Lot to the Golf Course. Within the Golf Course Zone, landscape improvements require, but are not limited to, removal of under-brush, removal of trees less than 3" in caliper [if so desired], under-cutting of mature trees, and placement of 3" minimum thick pine straw throughout. No plants or groundcover are permitted without approval. The plants shall enhance existing native vegetation and must be approved by the Club Manager and DRC before the cutting, removal or addition of any landscape materials. After completion of landscape improvements, Lot Owners shall notify the Association, which will provide maintenance of the Golf Course Zone thereafter.

## 17. General Landscape Requirements

### A. Design Approach

The recommended landscape character of yard areas should emphasize a **casual** or

# Landscaping, Irrigation and Wells

|         |          |
|---------|----------|
| SECTION | 4.15     |
| PAGE    | 07       |
| DATE    | 4/1/2016 |

*natural environment* versus a *formal appearance*.

## B. Landscape Quality and Installation

Trees and shrubs shall be nursery grown in containers and free from disease, insect infestations, defects and injuries. Installations should allow adequate area to promote a healthy growth pattern and to accommodate the mature growth requirement of each plant species. Trees shall be correct in form for their species and have a normal growth habit with well developed and densely foliated branches.

## C. Street and Yard Tree Staking

All street trees and yard trees must be staked as shown on the tree staking exhibit in this section using an ArborGuy Pro40E System as manufactured by Staking Systems Supply, Inc, or an equivalent system.

## D. Existing Trees

Unless otherwise prohibited in conservation areas, existing trees selected to remain on a Lot must be selectively pruned to remove dead wood and undesirable branches. Clusters of smaller trees and natural areas shall be groomed and mulched for a neat appearance or planted with shrubs or ground cover. Dead trees shall be replaced in accordance with provisions contained in the Declaration.

## E. Tree Fences, Tree Wells and Aerators

Protective tree fences, tree wells, and aerators shall be installed as required by the DRC to protect existing trees to be saved. Retaining walls may be used to facilitate grade changes or to protect the root system of existing trees where the finish grade has been cut below the natural grade. For approved tree well materials, see **Site and Structure Requirements** in Section 4.02.05.

## F. Mulch

All shrubs shall be top-dressed with 3" minimum of Grade "A" pinebark, pine straw mulch or cypress, after watering in. Stone, rock, and gravel or similar materials as a substitute have to be equal in color as natural mulch and have to be approved by the Committee. Ground covers shall be planted in such a manner to present a finished appearance within three [3] months of planting. Shrubs shall be planted such that the gap will be closed within the first year of growth. Shrubs and ground cover in Front Yard Zones shall be planted in clusters or within curvilinear planting beds. Shrubs of the same species shall be massed together, in general, and random mixing of different species is discouraged.

# Landscaping, Irrigation and Wells

|         |          |
|---------|----------|
| SECTION | 4.15     |
| PAGE    | 08       |
| DATE    | 4/1/2016 |

Different shrub species should be tiered in height with the taller shrub species closest to the Structure and the lower species in front. Plant masses should be arranged to provide visual excitement by the use of color and texture and to soften stark building elements and corners as well as to enhance architectural features. Plantings may be required by the DRC to screen portions of driveways, service yard areas, blank walls, patio decks and swimming pools.

The use of linear buffer hedges along property lines in Front Yard Zones is not permitted. Berms, trees and clusters of shrubs may be used to create a sense of separation and definition when appropriate between front yards. As may be approved by the DRC in side and rear yards, linear buffer hedges must be routinely trimmed not to exceed 72" in height.

## G. Landscape Rocks

The use of landscape rocks as a design element for new construction or modifications is not permitted without the approval of the DRC. Any such materials must be used in moderation and must be shown on plans submitted for Design Review, Landscape Review or Modifications Review [*as applicable*].

## H. Sod

All portions of road right-of-ways and the Lot shall be sodded, except for conservation areas required to remain natural. To insure a consistent turf color and texture throughout the community, St. Augustine "Floritam" or "Floratine" must be used. After initial installation, turf areas may not be removed or replaced with mulch, stone, rock, gravel or similar materials without written approval of the DRC.

As part of initial construction, Applicant shall resod any lake banks abutting a Lot with St. Augustine "Floritam" or "Floratine" from the Lot boundary to the mean normal water design elevation.

## I. Utility Equipment

All utility company boxes and transformers are set within road right-of-ways or easements. Grading around these items must ensure positive drainage. Upon maturity, the shrubs used to screen utility equipment shall be the type and size necessary to screen the full height of any such equipment.

## J. Service Yard Areas

Air-conditioning compressors, pool pumps and related equipment in service yards areas must be screened by a service area wall or landscape material.

# Landscaping, Irrigation and Wells

|         |          |
|---------|----------|
| SECTION | 4.15     |
| PAGE    | 09       |
| DATE    | 4/1/2016 |

## K. Sight Distances at Intersections

No fence, wall, hedge, or shrub planting shall be placed, permitted or maintained where such improvements would create a traffic or sight problem at intersections for Corner Lots or at the intersection of streets and driveways or pedestrian trails. No trees shall be permitted unless the foliage line is maintained at a sufficient height to prevent obstruction of sight lines for Corner Lots and intersections as set forth above.

## L. Artificial Vegetation and Decorative Yard Monuments

No artificial grass, plants or vegetation are permitted on the exterior of a Lot or Structure. Decorative embellishments, readily visible from the street or adjoining Lots, are not permitted including, but not limited to, the following: deers, swans, flamingos, ducks, birdbaths, sculptures, windmills, or similar items.

## M. Fountains and Waterscape Elements

Subject to approval of design elements by the DRC, certain fountains and waterscape treatments are permitted within the Maximum Buildable Area of a Lot. Any such items must be shown on plans submitted for Design Review, Landscape Review or Modifications Review [*as applicable*].

## 18. Wells

Lot Owners are not permitted to use lakes within the Property for irrigation or to install wells on Lots for potable or irrigation water. Such prohibition shall not limit the Developer, Association, CDD, or Golf Club Property from drawing upon lakes or installing and maintaining wells within the Property.

## 19. Irrigation Water

The Association and/or the CDD may obtain permits for construction of a common irrigation distribution system to serve Lots and the Common Areas with reclaimed water. If constructed, such system will be stubbed out to the boundary of each Lot. The source of irrigation water for the Lots will be ground water in accordance with Southwest Florida Water Management District permits until such time as reclaimed water may become available. Applicants are responsible for connecting to the common irrigation distribution system and shall be billed by the Association or CDD for irrigation water.

## 20. Irrigation Systems

# Landscaping, Irrigation and Wells

|         |          |
|---------|----------|
| SECTION | 4.15     |
| PAGE    | 010      |
| DATE    | 4/1/2016 |

As part of initial construction, the Applicant shall install and the Lot Owner shall subsequently maintain an underground irrigation system on a Lot in accordance with the following general requirements:

- Irrigation systems shall be of sufficient size and capacity to provide full coverage for the Lot as may be reasonably achieved. In order to provide sufficient irrigation to a homeowner's lawn, irrigation equipment should be installed from the front corners of the property up to the rear corners of the property spraying into the lawn area, and should cover lake areas where requested by the DRC manual.
- Irrigation systems shall be designed to minimize over-spray to adjacent properties, sidewalks, streets and driveways.
- Coverage shall include right-of-ways adjoining Lots. Sprinkler heads shall be located between the outside edge of the sidewalk and curb.
- Irrigation systems shall utilize an automatic control device and an automatic rain cut off switch.
- Pop-up spray shall be utilized in shrub beds; bubblers for each tree location; and pop-up rotors in sod areas. Drip irrigation may be used in areas immediately adjacent to building walls in tight planters. PVC pipe is to be a class no less than 160 PVC.
- Owners of Lots on any lake or other body of water shall maintain and irrigate, at such Owner's expense, all landscaping between the Lot boundary and such water's edge. As part of initial construction, Applicants shall extend irrigation lines into the shoreline area to provide full coverage as may be reasonably achieved.
- The number of irrigation zones, number of rotor heads, correct spacing of rotor heads and rotor with appropriate reach should be planned according to the size of the property and to create sufficient water coverage of turf areas. The design of the irrigation system should not exceed 15 gallons per minute per zone.
- Wireless rain sensors must be installed at the soffit of the home.
- Please request the following publications from the DRC Committee:
  - Irrigation System Installation And Operation Guidelines from

# Landscaping, Irrigation and Wells

|         |          |
|---------|----------|
| SECTION | 4.15     |
| PAGE    | 011      |
| DATE    | 4/1/2016 |

"The Southern Hills Property Owner's Association"

## 21. Cottage/Manor – Yards Maintained by the HOA

- All irrigation and landscaping will be inspected upon completion to ensure that piping, equipment and devices have been installed in accordance with the guidelines set forth in the design review manual. Please see the attached cottage & manor landscape & irrigation inspection form. This form will be filled out by the HOA's landscape maintenance contractor. A builder representative or the superintendent and a representative from the irrigation company should be present at said inspection.
- Irrigation controllers in the cottages and manors need to be installed on the exterior of the home and have two shut off valves, one at home and one at the water whip that connects to the irrigation system. The manufacturer chosen for the irrigation equipment is Rain Bird.
- Pop-up heads for lawn irrigation should be 6 inches in height instead of 4 inches; in order to comply with Hernando County water restrictions, a higher cut to the grass is recommended to insure a deeper root growth and a greater drought tolerance.
- Risers at each side elevation in the cottages and manors must be sufficient for plant areas and turf areas within existing setbacks.
- Only pine straw will be allowed in the cottage and manor areas, please note that this means no mulch or pinebark will be allowed.
- 

## 22. Restoration of Lots

Upon completion of construction of the home the builder will be responsible for restoring the adjacent lots. At least 5' of bahia needs to be installed on each side of the lot, unless there is a pre-existing home.

# EXHIBIT: Summary of Key Minimum Landscape Standards

|         |         |
|---------|---------|
| SECTION | 4.15    |
| PAGE    | 12      |
| DATE    | 2/27/14 |

| Streetscape Zone  | Front Yard Zone  |   | Side Yard Zone   |   |
|---|--|---|--|---|
|   | Shade Trees  | Shrubs & Ground Cover   | Shade Trees  | Shrubs & Ground Cover   |
| <p>The Streetscape Zone shall be sodded with St. Augustine "Floritam" or "Floratine". Unless approved by the DRC, no other landscaping material is allowed within the Streetscape Zone.</p> | <p>Two (2) shade trees are required for the first 2,000 square feet, and one additional shade tree for each subsequent 2,000 square feet of the Front Yard Zone. A cluster of three palm trees may be substituted for the required shade tree for areas above 2,000 square feet.</p> | <p>The landscape allocated to shrub and ground cover shall be <i>no less than 20%</i> and <i>no more than 33%</i> of the Front Yard Zone [excluding hardscape areas].</p> | <p><b>Corner Lots / Street Side Yard:</b><br/>One [1] approved shade tree per 2,000 square feet of total area within the Side Yard Zone along the street side. If more than one [1] shade tree is required, one may be substituted by a cluster of a minimum of three [3] approved palm trees.</p> | <p><b>Interior Lots:</b> One [1] approved shrub per 6 LF for 52' to 80' Lots. Shrubs may be clustered. One [1] approved shrub per 4 LF of interior side yard elevation for 100'+ Lots.<br/><b>Corner Lots / Interior Side Yard:</b><br/>One [1] approved shrub per 6 LF for 52' to 80' Lots. Shrubs may be clustered. One [1] approved shrub per 4 LF of interior side yard elevation for 100'+ Lots.<br/><b>Corner Lots / Street Side Yard:</b><br/>Continuous foundation hedge with one [1] approved shrub per 4 LF of street side yard elevation. Only shrubs beyond the minimum may be clustered.</p> |

# EXHIBIT: Summary of Key Minimum Landscape Standards

|                |        |
|----------------|--------|
| <b>SECTION</b> | 4.15   |
| <b>PAGE</b>    | 13     |
| <b>DATE</b>    | 6/4/07 |

| Rear Yard Zone  |  | Lakefront Zone  | Golf Course Zone  | General Notes  |
|---|--|---|---|--|
| Shade Trees   | Shrubs & Ground Cover  |   |   |  |
| <p>One [1] approved shade tree is required per 2,000 square feet of total area within the Rear Yard Zone. If more than one [1] shade tree is required, one may be substituted by a cluster of a minimum of three [3] approved palm trees.</p> | <p>For Lots in neighborhoods with a typical width of 52' to 80', one [1] approved shrub per 6 LF along the rear elevation and along the screen enclosure [if applicable].</p> <p>One [1] approved shrub per 4 LF along the rear elevation and along the screen enclosure [if applicable] for Lots in neighborhoods with a typical width of 100' or larger.</p> <p>For all Lot sizes, shrubs along the screen enclosure shall be planted as a continuous foundation hedge. For all other portions of the rear elevation, shrubs may be clustered within the Rear Yard Zone so long as the required number is installed. For purposes of this calculation, landscape material installed inside screen enclosures will not be considered.</p> | <p>The Lakefront Zone applies to the rear 15' of the Rear Yard Zone for Lots abutting a pond or lake. In addition to required landscaping within the Rear Yard Zone, the Lakefront Zone shall include a minimum of three [3] trees as listed under "pond trees" in Section 4.15.13.</p> | <p>Landscape improvements require, but are not limited to, removal of under-brush, removal of trees less than 3" in caliper [if so desired], under-cutting of mature trees, and placement of 3" minimum thick pine straw throughout the Golf Course Zone. No plants or groundcover are permitted.</p> | <p>The minimum landscape budget varies by neighborhood and Lot size.</p> <p>All shrubs and ground cover shall be top-dressed with 3" of melaleuca or shredded cypress, pinebark or pine straw after watering in. Only pine straw may be used in the Golf Course Zone.</p> <p>All remaining portions of a Lot and adjoining right-of-ways shall be sodded with St. Augustine "Floritam" or "Floratine". Resodding is required for lake banks from the Lot boundary to the mean normal water design elevation.</p> <p>An irrigation system is required with full coverage for yard areas and right-of-ways. If applicable, irrigation shall extend to shoreline areas.</p> |



# EXHIBIT: Landscape Palette

|         |          |
|---------|----------|
| SECTION | 4.15     |
| PAGE    | 14       |
| DATE    | 4/5/2016 |

| Common Name  | Botanical Name                  | Minimum Specifications  |
|--|---------------------------------|---|
| <b>POND TREES FOR LAKEFRONT ZONE [container grown] ①</b> |                                 |   |
| Bald Cypress   | <i>Taxodium distichum</i>       | Caliper: 3" / Size: 10' - 12' ht.                                     |
| Bottlebrush  | <i>Callistemon viminalis</i>    | Caliper: 3" / Size: 10' - 12' ht.                                     |
| Crape Myrtle: Basham Pink                                | <i>Lagerstroemia indica</i>     | Caliper: 1½" - 2" / Size: 130 gallon                                  |
| Crape Myrtle: Natchez                                    | <i>Lagerstroemia indica</i>     | Caliper: 1½" - 2" / Size: 130 gallon                                  |
| Crape Myrtle: Tuscarora                                  | <i>Lagerstroemia indica</i>     | Caliper: 1½" - 2" / Size: 130 gallon                                  |
| Crape Myrtle: William Toovey Red                         | <i>Lagerstroemia indica</i>     | Caliper: 1½" - 2" / Size: 130 gallon                                  |
| East Palatka Holly                                       | <i>Ilex opaca</i>               | Caliper: 3" / Size: 10' - 12' ht.                                     |
| Loquat   | <i>Eriobotrya japonica</i>      | Caliper: 3" / Size: 8' - 10' ht.                                      |
| Pond Cypress   | <i>Taxodium ascendens</i>       | Caliper: 3" / Size: 8' - 10' ht.                                      |
| Southern Magnolia  | <i>Magnolia grandiflora</i>     | Caliper: 3" / Size: 10' - 12' ht.                                     |
| <b>SHADE TREES [container grown] ①</b>                   |                                 |   |
| Drake Elm  | <i>Ulmus parvifolia "drake"</i> | Caliper: 3"<br>Size: 65 gallon  |
| Live Oak   | <i>Quercus virginiana</i>       |   |
| Laurel Oak   | <i>Quercus laurifolia</i>       |   |
| Red Maple  | <i>Acer rubrum</i>              |   |
| River Birch  | <i>Betula nigra</i>             |   |
| Southern Magnolia  | <i>Magnolia grandiflora</i>     |   |
| Southern Red Cedar                                       | <i>Juniperus silicicola</i>     |   |
| Winged Elm   | <i>Ulmus alata</i>              |   |
| <b>PALMS [container grown] ①</b>                         |                                 |   |
| Cabbage Palm   | <i>Sabal palmetto</i>           | Height: 8'<br>Spacing: 8' - 10' on center                             |
| Canary Island Date Palm                                  | <i>Phoenix canariensis</i>      |   |
| Pindo Palm   | <i>Butia capitata</i>           |   |
| Washington Palm  | <i>Washingtonia palm</i>        |   |
| Windmill Palm  | <i>Trachycarpus fortunei</i>    |   |
| <b>ACCENT TREES [container grown] ①</b>                  |                                 |   |
| Camellia   | <i>Camellia japonica</i>        | Caliper: 1½" - 2"<br>Size: 130 gallon<br>Spacing: 10' - 12' on center |
| Crape Myrtle: William Toovey Red                         | <i>Lagerstroemia indica</i>     |   |
| Crape Myrtle: Basham Pink                                | <i>Lagerstroemia indica</i>     |   |
| Crape Myrtle: Natchez                                    | <i>Lagerstroemia indica</i>     |   |
| Crape Myrtle: Tuscarora                                  | <i>Lagerstroemia indica</i>     |   |
| Dahoon Holly   | <i>Ilex cassine</i>             |   |
| Eastern Redbud   | <i>Cercis canadensis</i>        |   |
| English Dogwood  | <i>Philadelphus inodorus</i>    |   |
| Holly  | <i>Ilex opaca</i>               |   |
| Ligustrum Tree   | <i>Ligustrum lucidum</i>        |   |
| Nellie R. Stevens Holly                                  | <i>Ilex 'Nellie R. Stevens'</i> |   |
| Savannah Holly   | <i>Ilex opaca "savannah"</i>    |   |
| Yaupon Holly   | <i>Ilex vomitoria</i>           |   |

① Other species are encouraged subject to approval of the overall landscape plan by the DRC.  
SOUTHERN HILLS PLANTATION

# EXHIBIT: Landscape Palette

|         |          |
|---------|----------|
| SECTION | 4.15     |
| PAGE    | 14       |
| DATE    | 4/5/2016 |

| <b>MEDIUM SHRUBS [container grown] ①</b>         |  |  |
|--|--|--|
| Azalea   | <i>Rhododenron species</i>                       | Size: 3 gallon<br>Spacing: 36" on center<br><br>②Use as a screening shrub<br>not as a medium shrub |
| Cleyera  | <i>Cleyera japonica</i>                          |  |
| Compact Pittosporum                              | <i>Pittosporum tobira "compacta"</i>             |  |
| Dwarf Burford Holly                              | <i>Ilex cornuta "borfordi"</i>                   |  |
| Dwarf Cornutia Holly                             | <i>Ilex cornuta "rotunda"</i>                    |  |
| Dwarf Oleander                                   | <i>Nerium oleander</i>                           |  |
| Glossy Abelia                                    | <i>Abelia grandiflora</i>                        |  |
| Juniper  | <i>Juniper species (blue vase &amp; pfitzer)</i> |  |
| Sandankwa Viburnum                               | <i>Viburnum suspensum</i>                        |  |
| Star Anise                                       | <i>Illicium</i>                                  |  |
| Sweet Viburnum                                   | <i>Viburnum odoratissimum ②</i>                  |  |
| Thryallis  | <i>Galphimia glauca</i>                          |  |
| Walters Viburnum                                 | <i>Viburnum obovatum</i>                         |  |
| Wax Privet                                       | <i>Ligustrum species</i>                         |  |
| <b>ACCENT SHRUBS [container grown] ①</b>         |  |  |
| Camellia Sasanqua                                | <i>Sasanqua</i>                                  | Size: 3 gallon<br>Spacing: 24" on center   |
| Crinum Lily                                      | <i>Crinum asiaticum</i>                          |  |
| European Fan Palm                                | <i>Chamaerops humilis</i>                        |  |
| Firebush   | <i>Hamelia patens</i>                            |  |
| Gardenia   | <i>Gardenia jasminoides</i>                      |  |
| Podocarpus                                       | <i>Podocarpus macrophyllus</i>                   |  |
| King Sago  | <i>Cycas revoluta</i>                            |  |
| Loropetalum                                      | <i>Loropetalum chinense</i>                      |  |
| Philodendron                                     | <i>Philodendron selloum</i>                      |  |
| Pittosporum                                      | <i>Pittosporum</i>                               |  |
| Simpson's Stoppers                               | <i>Myrcianthes fragrans</i>                      |  |
| Tea Olive  | <i>Osmanthus fragrans</i>                        |  |
| <b>DWARF SHRUBS [container grown] ①</b>          |  |  |
| Coontie  | <i>Zamia floridana</i>                           | Size: 3 gallon<br>Spacing: 24" on center   |
| Dwarf Chinese Holly                              | <i>Ilex crenata</i>                              |  |
| Red Ruffle Azalea                                | <i>Rhodendron "red ruffle"</i>                   |  |
| Yaupon Holly                                     | <i>Ilex vomitoria nana</i>                       |  |
| <b>VINES</b>                                     |  |  |
| Confederate Jasmine                              | <i>Trachelospermum jasminoides</i>               | Size: 3 gallon<br>Spacing: 24" on center   |
| Honeysuckle                                      | <i>Lonicera sempervirens</i>                     |  |
| Morning Glory                                    | <i>Ipomoea</i>                                   |  |
| Yellow Yasmine                                   | <i>Gelsemium sempervirens</i>                    |  |
| <b>MULCH</b>                                     |  |  |
| Melaleuca [3" minimum after watering in]         | (Recommended)                                    |  |
| Pine Straw [3" minimum after watering in]        |  |  |
| Pine Bark [3" minimum after watering in]         |  |  |
| Grade "A" Cypress [3" minimum after watering in] | (Not Recommended)                                |  |

① Other species are encouraged subject to approval of the overall landscape plan by the DRC.  
SOUTHERN HILLS PLANTATION

# EXHIBIT: Landscape Palette

|         |          |
|---------|----------|
| SECTION | 4.15     |
| PAGE    | 14       |
| DATE    | 4/5/2016 |

| GROUND COVER [container grown] ① |  |  |
|----------------------------------|--|--|
| Agapanthus                       | <i>Agapanthus africanus</i>            | Size: 1 gallon<br>Spacing: 12" on center |
| Liriope                          | <i>Liriope muscari species</i>         |  |
| African Iris                     | <i>Moraea iridoides</i>                |  |
| Daylilies                        | <i>Hemerocallis species</i>            |  |
| Dwarf Jasmine                    | <i>Trachelospermum asiaticum</i>       |  |
| Parsons Juniper                  | <i>Juniper parsonii</i>                |  |
| Blue Pacific                     | <i>Juniper conferta "blue pacific"</i> |  |
| Purple/Yellow Lantana            | <i>Lantana camera</i>                  |  |
| Dwarf Shore Juniper              | <i>Juniperus confertu compacta</i>     |  |
| Heather                          | <i>Calluna speciosa</i>                |  |
| ORNAMENTAL GRASSES               |  |  |
| Fakahatchee Grass                | <i>Tripsacum dactyloides</i>           |  |
| Mondo Grass                      | <i>Ophiopoglu japonicus</i>            |  |
| Mulhy Grass                      | <i>Muhlenbergia capillaris</i>         |  |
| Purple Love Grass                | <i>Eragrostis spectabilis</i>          |  |
| Wiregrass                        | <i>Aristida stricta</i>                |  |
| PERENNIALS                       |  |  |
| African Iris                     | <i>Dietes iridoides</i>                |  |
| Black-eyed Susan                 | <i>Rudbeckia hirta</i>                 |  |
| Blanket Flower                   | <i>Gaillardia</i>                      |  |
| Blazing Star                     | <i>Liatris</i>                         |  |
| Blood Lily                       | <i>Haemanthus multiflorus</i>          |  |
| Blue Daze                        | <i>Evolvulus glomeratus</i>            |  |
| Blue-eyed Grass                  | <i>Sisyrinchium angustifolium</i>      |  |
| Butterfly Lily                   | <i>Hedychium</i>                       |  |
| Canna Lily                       | <i>Canna</i>                           |  |
| Crinum Lily                      | <i>Crinum</i>                          |  |
| Daylily                          | <i>Heurocallis</i>                     |  |
| Firespike                        | <i>Odontonema strictum</i>             |  |
| Goldenrod                        | <i>Solidago</i>                        |  |
| Heliconia                        | <i>Heliconia</i>                       |  |
| Impatiens                        | <i>Impatiens</i>                       |  |
| Milkweed, Butterfly Weed         | <i>Asclepias</i>                       |  |
| Plumbago                         | <i>Plumbago auriculata</i>             |  |
| Porterweed                       | <i>Stachytarpheta</i>                  |  |
| Purple Coneflower                | <i>Echinacea purpurea</i>              |  |
| Stokes' Aster                    | <i>Stokesia laevis</i>                 |  |
| Walking Iris                     | <i>Neomarica gracilis</i>              |  |
| Zephyr Lily                      | <i>Zephyranthes</i>                    |  |
| GRASS                            |  |  |
| St. Augustine "Floritam"         | <i>Stenotaphrum secundatum</i>         |  |
| St. Augustine "Floratine"        | <i>Stenotaphrum secundatum</i>         |  |

① Other species are encouraged subject to approval of the overall landscape plan by the DRC.  
SOUTHERN HILLS PLANTATION

# Lot and Landscape Maintenance

|         |           |
|---------|-----------|
| SECTION | 4.16      |
| PAGE    | 01        |
| DATE    | 9/11/2007 |

## 1. Maintenance: Vacant Lots

Except as prohibited in conservation areas, Lot Owners will routinely maintain their respective vacant Lots, including protection of existing trees; removal of dead trees, leaves, debris and trash; and prevention of soil erosion. All Lots will be mowed and groomed by the Lot Owner on a periodic, mandatory basis, and as requested by the DRC.

## 2. Maintenance: Landscaped Lots

### A. Maintenance of Lots

Except for conservation areas where special preservation provisions may apply, Lot Owners will routinely mow lawns; edge beds; prune shrubs and groundcovers; control weeds, pests and diseases via spray application of appropriate products; remove and replace dead trees and plants; dispose of trash; apply water and repair irrigation systems; replace mulch; and other necessary maintenance measures, including fertilization, to sustain the landscape in a neat, orderly, vigorous and healthy condition. Grass areas on Lots with a finished Structure may not exceed 6" in height between lawn cuts.

### B. Maintenance of Driveways

Owners of Lots fronting on any roadway shall maintain their respective driveways, including portions of driveways and aprons within right-of-ways.

### C. Maintenance of Right-of-Ways

Lot Owners shall be responsible for maintaining and irrigating sod within the right-of-way between the pavement edge or back of curb and the Lot line.

### D. Shorelines Areas

Owners of Lots encompassing or bordering on any body of water shall keep the shoreline free of litter and debris and shall maintain and irrigate, at Lot Owner's expense, landscaping between the Lot boundary and such water's edge. Maintenance of landscaping shall be in accordance with requirements of the Association or CDD and requisite governmental authorities.

- ***Unless approved by the Association or DRC, no landscape materials -- other than sod and approved trees -- are permitted in right-of-way areas between the pavement edge and sidewalk adjoining a Lot.***

## 3. Maintenance: Golf Course Zones

The **Golf Course Zone** is the area abutting the rear Lot line of a Golf Course Lot, bounded by the side Lot lines extended into the Golf Course up to the point where the Golf Course grass is regularly mowed by the Golf Club. After completion of landscaping improvements by Lot Owners, the Association will be responsible for maintaining the Golf Course Zone.

# Signs and Mailboxes

|         |            |
|---------|------------|
| SECTION | 4.17       |
| PAGE    | 01         |
| DATE    | 11/15/2013 |

## 1. Signs

Except as may be required by legal proceedings or applicable law, all signs, billboards or advertisements of any kind must be approved in writing by the Developer or DRC.

### A. Lot Markers and Sales Signage

Lot markers and sales center, model and "for sale" signs for Participating Builders are permitted with the approval of size, design and location by the Developer or DRC. In the event the Developer or DRC establishes uniform sales signage graphics and standards, Participating Builder shall be required to comply with such requirements. The cost of fabrication and installation of sales signage is the responsibility of Participating Builder. Participating Builder shall maintain lot markers and sales signage in a good, neat and attractive condition.

### B. Owner "For Sale" and "For Lease" Signs

After completion of a home and sale to a third party, no signs will be permitted on any Lot, except for a "for sale" or "for lease" sign, provided it conforms to the standard design criteria contained under exhibits in this section.

- For interior Lots only one (1) "for sale" or "for lease" sign shall be placed in the front yard and located at least 10 feet behind the front property line of a Lot.
- For golf course Lots one (1) additional "for sale" or "for lease" sign is permitted in the rear yard and may be located up to the rear property line.

### E. Miscellaneous Signs and Advertising Devices

Except as provided for in this manual or otherwise approved by the Developer or the DRC, no other signs, flags, banners or advertising devices may be placed on or about any Lot, attached to or part of any Structure, located in or about windows visible from the street or adjoining Lots, located within road right-of-ways or Common Areas, or placed on or about the Property.

### F. Removal of Non-Conforming or Unapproved Signs

Any sign, flag, banner or advertising device in violation of the provisions in this section will be removed and discarded by a representative of the DRC without prior notice or obligation to the offending party.

- *See Approved Signage Details under exhibits in this section. For details*

# Signs and Mailboxes

|         |            |
|---------|------------|
| SECTION | 4.17       |
| PAGE    | 02         |
| DATE    | 11/15/2013 |

*on ordering or installing approved “for sale” or “for lease” signs, contact the DRC Administrator.*

- *Unless approved by the Developer or DRC, roadside or “bandit” signs are not permitted within any portion of the community or rights-of-way along U.S. Hwy 41 in proximity to the community.*

## 2. Twin Mailboxes

The design of mailboxes shall conform to a standard design, color, size, lettering and post detail design are on file with the Developer or DRC. Contact the DRC for a list of approved vendors. Within neighborhoods planned for Lots typically **65’ or less in width**, twin mailboxes with a single post shall be installed on the demising line between Lots as part of initial construction. Contact the DRC for placements of twin and single mailboxes within those neighborhoods. The cost of fabrication and installation is the responsibility of the Applicant or Participating Builder *[if both Lots are owned by the same Participating Builder]* or shared by Applicants or Participating Builders *[if adjacent Lots are owned by separate Applicants or Participating Builders]*.

For Lots in neighborhoods planned for **80’ and wider widths**, a single mailbox is permitted for each Lot along the street frontage.

After completion of new construction, Lot Owners are responsible for the cost of maintenance and replacement of mailboxes serving their respective Lots. All replacements shall conform to the approved design on file with the Developer or DRC.

# EXHIBIT: Approved Signs

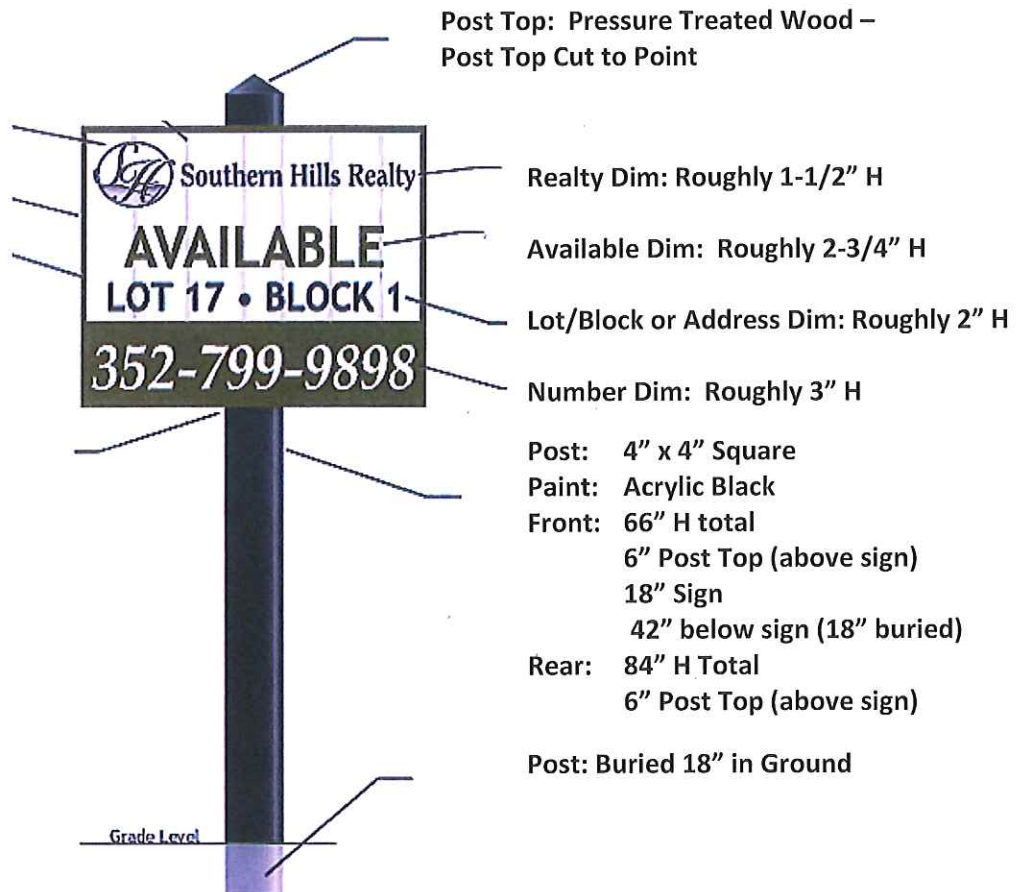
|         |            |
|---------|------------|
| SECTION | 4.17       |
| PAGE    | 03         |
| DATE    | 11/15/2013 |

Logo: Gray Scale Color

Border Dim: 1/2" W

Sign: Front: 24" W x 18" H  
Rear: 24" W x 24" H

Medium Density Overlay  
Paint: Acrylic Black  
Vinyl: Indoor / Outdoor  
Digital Vinyl W/ Enhanced  
Laminate Placed over MDO  
All Dark Green: PMS 582  
White: an Ivory or Off White

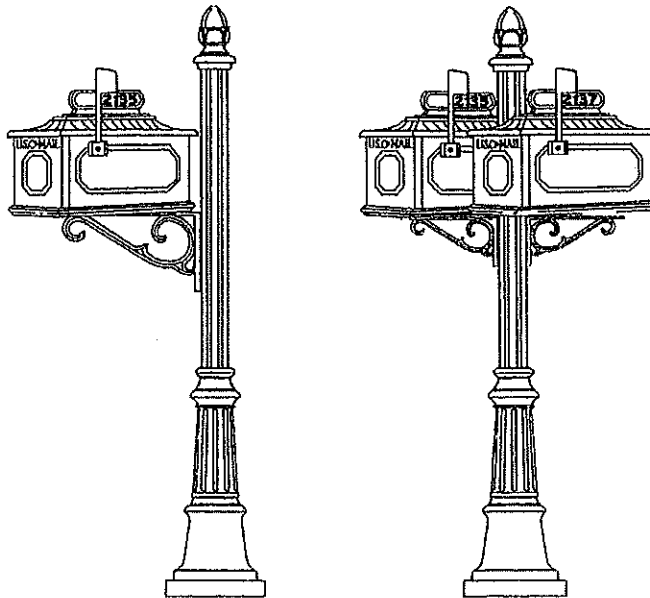


# EXHIBIT: Approved Mailboxes

|         |           |
|---------|-----------|
| SECTION | 4.17      |
| PAGE    | 04        |
| DATE    | 9/11/2007 |

## RESIDENTIAL MAILBOX SPECIFICATION

- Cast Aluminum Mailbox with raised panels  
( approx. Length: 22", Width: 8.5", Height: 11") see Design!
- 3" Diameter x 72" x .125" Cast Fluted Aluminum Pole –  
Aluminum Alloy 6061-TS
- 24" Cast Aluminum Base
- 5 ¼" Cast Acorn Finial (3" in Diameter)
- Custom Decorative Scroll Bracket ( 6" Tall x 15 ¼" Wide)
- Powder Coated Finish, Matte Black
- All Welded Construction, No Screws!
- Gold Aluminum Mail Flag
- Two Sets Gold Metallic House #'s per Mailbox ( per DOT Specs)
- Mounting 42" above Ground, 18" Burial in Concrete ( a 12" in Diameter Hole  
should be dug in the Ground with 3" Stone on the Bottom)





# Satellite Dishes and Antennas

|         |           |
|---------|-----------|
| SECTION | 4.18      |
| PAGE    | 01        |
| DATE    | 9/11/2007 |

## 1. Design Approval

The size, location and method of installation for a satellite dish shall be submitted with a Change Request Application for approval by the DRC prior to installation.

- ***Requests for the installation of a satellite dish will be processed on an expeditious basis without unreasonable delay by the DRC. No design review fees will be charged for Change Request Applications pertaining solely to requests for satellite dishes.***

## 2. Satellite Dishes

Subject to provisions in this section, one [1] satellite dish is permitted if it is designed to receive direct broadcast satellite service, including direct-to-home satellite service, or to receive or transmit fixed wireless signals via satellite. Satellite dishes must be one meter or less in diameter or diagonal measurement. Except for standards which may result in unreasonable delay, use or cost or preclude acceptable quality signals, satellite dishes shall comply with the following:

- Satellite dishes shall be located in a place shielded from view from the street, adjoining Lots, and Common Areas to the maximum extent possible as determined by the DRC.
- To the maximum extent reasonably achievable, attendant wiring for satellite dishes shall be internal to the Structure.
- Installation of satellite dishes by an Owner or professional installer shall be in accordance with permits, regulations and safety requirements of government or quasi-government authorities with jurisdiction over such equipment.
- The repainting of satellite dishes shall be required of Owners if such colors are considered inharmonious, discordant, incongruous or aesthetically displeasing by the DRC, and if repainting does not impair the use of such equipment or reception of an acceptable quality signal.
- Owners shall not permit satellite dishes to fall into disrepair or to become safety hazards.
  - ***Owners in violation of these provisions may be required by the DRC to repair, repaint, relocate and/or modify any such satellite dish at their sole expense.***

# Satellite Dishes and Antennas

|         |           |
|---------|-----------|
| SECTION | 4.18      |
| PAGE    | 02        |
| DATE    | 9/11/2007 |

## 8. Other Transmission or Reception Antennas

Unless otherwise permitted by government authorities with jurisdiction over transmission or reception equipment, no other antennas, masks, towers, poles, aerials, satellite dishes or similar appurtenances shall be erected, constructed or maintained on the exterior of any Structure or Lot.

# Play Equipment

|         |           |
|---------|-----------|
| SECTION | 4.19      |
| PAGE    | 01        |
| DATE    | 9/11/2007 |

## 1. Overview

Planning for the recreation of children and young adults is an essential part of life at Southern Hills Plantation. Commercially available play equipment, however, is often less than desirable in appearance. As a result, the standards in this section have been established to create a balance between the need for play equipment and the impact on streetscapes, adjoining Lots, Common Areas and Golf Club Property.

Play equipment includes, but is not limited to, basketball goals, swing sets, jungle gyms, playhouses, play complexes, tree houses, trampolines and similar items. The location, number, size, materials and colors for **permanent** play equipment shall be reviewed on a case-by-case basis. A color photograph and size information should be submitted with a Change Request Application to the DRC prior to installation.

## 2. Location of Play Equipment

Except for portable basketball goals as provided below, all permanent play equipment shall be located in the rear yard within the Maximum Buildable Area.

- ***Portable play equipment, including portable basketball goals, shall be removed from view when not in use.***

## 3. Buffer Landscaping

Landscaping may be required for permanent play equipment to buffer views from the street, adjoining Lots, Common Areas, Golf Club and Golf Course. The location of play equipment will be evaluated on an individual basis to determine the extent of landscaping required. Generally, more extensive landscaping is required for Corner Lots.

## 4. Portable Basketball Goals

All basketball goals must be mounted on a portable base and pole system only. Basketball goals may be placed on or near the driveway and must be set back at least 15' from the front Lot line. The base and pole must be black with a clear backboard. Goals must have nylon nets in good condition at all times. The base and pole must be in good condition free of rust and other exposure damage.

- ***Permanent poles, basketball backboards and goals may not be attached to a Structure or permitted on any Lot. Portable basketball goals may not be placed on a sidewalk.***

|                       |                |           |
|-----------------------|----------------|-----------|
| <b>Play Equipment</b> | <b>SECTION</b> | 4.19      |
|                       | <b>PAGE</b>    | 02        |
|                       | <b>DATE</b>    | 9/11/2007 |

5. **Swing Sets**

Swing sets may be made of wood and left natural or stained a medium to dark earth tone color to blend with the landscaping. Other materials will be considered, provided the color is acceptable.

6. **Playhouses**

Playhouses are limited to 100 square feet in area and a maximum height of 6' above grade. The exterior of playhouses shall be stained or painted a medium to dark earth tone color to blend with the landscaping. No electrical or plumbing connections are permitted to service playhouses.

7. **Play Complexes**

Play complexes may not exceed 250 square feet in area or more than 12' in height above grade. The exterior of play complexes shall be stained or painted a medium to dark earth tone color to blend with the landscaping.

8. **Tree Houses**

Tree houses are not permitted anywhere within the community.

9. **Trampolines**

Other than portable trampolines which are moved from view when not in use, trampolines intended to remain outside will be evaluated on a case-by-case basis by the DRC.

10. **Skateboard Ramps**

Permanent skateboard ramps are not permitted on any Lot within the community.

- ***Applicants are encouraged to discuss proposed play equipment prior to making any such purchases.***

# Miscellaneous Provisions

|         |           |
|---------|-----------|
| SECTION | 4.20      |
| PAGE    | 01        |
| DATE    | 9/11/2007 |

## 1. Solar Collectors

The location and design details for solar collectors shall be submitted for Design Review or Modifications Review [as applicable]. A solar collector shall not be installed on any Lot unless it is an integral and harmonious part of the architectural design of a roof structure. Solar collectors shall be located on a roof exposure shielded from view from the street, adjoining Lots and Common Areas to the maximum extent possible. Solar collectors shall be flush mounted and installed parallel to the plane of the roof. Under no circumstances may solar collectors extend above the ridgeline of a roof.

## 2. Window Air-Conditioning Units

Window air-conditioning units are not permitted for use on Residential Units.

## 3. House Numbers, Family Names and Related Symbols

As shown under exhibits in this section, one [1] set of house numbers shall be installed as part of original construction and maintained thereafter by Lot Owners. The size, color, design and location of house numbers may vary by neighborhood within the community. Except as provided by the DRC, no additional house numbers or family names, coat of arms, crests, insignias, medallions or similar items may be attached to any Structure or located in the yard area of any Lot.

## 4. Flags and Poles

Lot Owners may install one [1] American flag not to exceed 30" x 48" on a flag pole sleeve of 5'-0" in length or less. The flag pole sleeve must be attached to the exterior wall of a Residential Unit with brackets at a height not to exceed 8'-0" above grade. Except as provided below, no other banners or flags are permitted on a Lot.

The Developer, Association or Golf Club may install flag poles within Common Areas, Golf Club Property or other portions of the Property. Subject to the approval of the Developer or the DRC, Participating Builders are permitted to install one [1] American flag and one [1] company flag per model center.

## 5. Roadside Obstacles

No concrete cylinders, pyramids, half-rounds or similar items or devices may be placed along roadways or within right-of-ways in front of a Lot.

## 6. Firewood

Firewood must be stacked and stored within landscaped or walled service yard areas.

## 7. Sheds

No portable or detached sheds are permitted.

Miscellaneous Provisions

|         |           |
|---------|-----------|
| SECTION | 4.20      |
| PAGE    | 02        |
| DATE    | 9/11/2007 |

EXHIBIT: HOUSE NUMBERS



**Standard Wall One Line**

**CAST ALUMINUM PLAQUE**

**(Dimensions: 16" x 7.25")**

Black Background with Gold Border and Numbers

# RETREATS

|         |         |
|---------|---------|
| SECTION | 4.21    |
| PAGE    | 01      |
| DATE    | 3/28/06 |

## 1. OVERVIEW

The "Retreat" acre plus sized home sites in Southern Hills Plantation Club are designed to give the owner the ultimate delivery of privacy and luxury. These Homes consist of multiple buildings on the site, all well set back from the roadway and neighboring homes. Each homeowner will be greeted by a personal entry feature that distinguishes his/her home. As these homes are the most prestigious in the community, the standards set for these homes are higher. The following standards apply specifically to the Retreat homes and home sites:

## 2. SITE CONSIDERATIONS

Home sites should be fitted within the existing trees on the site and should be kept surrounded by an undisturbed natural vegetation. Typical setbacks in width: 38'-0" in the front and 50'-0" in the rear, and 20'-0" in width at the side. An architectural pattern should be selected for a home that will fit well within the forest setting. Building mass and architectural design should be specifically adapted to the natural terrain. Careful consideration should be given to the shape, size and location on the site in order to minimize clearing and grading. Existing drainage patterns should be maintained. Structures should be set into slopes, but must not be greater than three stories on downhill slope site. Adjust structural shapes if necessary in order to preserve trees and create inviting outdoor spaces. Driveways should follow the natural contours and meander to avoid mature trees and tree groups. Minimize the width of driveways.

## 3. ARCHITECTURAL EXPRESSION

Custom designed homes should represent one of the specified architectural styles in the Architectural Design Manual. Home sites will require a minimum of two separate structures. Possible additional site structures may include detached garages, pools with pool houses, in-ground spas, cabanas, barbecue stations, greenhouses, pavilions, single tennis courts, gazebos, trellises, arbors, fountains or statuaries. Patios, terraces or decks are considered exterior rooms with varying degrees of enclosure, but without a roof. They can extend directly from and be attached to the home or occur within the landscape to take advantage of shade or views. Like the homes they should work within the slope and existing tree cover on the site.

Driveway monumentations are required to define the entry from the road to a home site. Pier columns which compliment the required front yard fence will have to be installed on either side of the entrance in the Right-of-Way. Front yard fences which will define the entrance to the home site will need to be installed behind the utility easements. A minimum of 20'-0" column and fencing design is required at each side of the entrance.

# Environmental Standards

|         |           |
|---------|-----------|
| SECTION | 5.01      |
| PAGE    | 01        |
| DATE    | 8/10/2007 |

The ponds, lakes, trees and conservation areas within Southern Hills Plantation are highly valued amenities. Every effort must be made to preserve and protect the environment that contributes to the community's identity as a most desirable place to live. Accordingly, Lot Owners and agents, employees, contractors, subcontractors and suppliers working on behalf of Lot Owners are required to comply with the following standards:

1. **Conservation Areas.** Conservation areas established within Southern Hills Plantation may in no way be altered from their natural state without approval from the Developer, the DRC, the Association, the CDD and the requisite governmental authorities with jurisdiction over such areas.
2. **Environment Control During Construction.** Silt fences, straw bales and other sediment control methods shall be employed by Lot Owners upon request by the Developer or DRC Administrator and as required by governmental authorities.
3. **Hazardous Substances.** No petroleum substances or other potentially hazardous or toxic substances shall be dumped, whether intentionally or unintentionally, on any Lot or in any conservation area, lake or drainage system within the Property. All violations of this provision must be immediately reported to the Developer and DRC Administrator.
4. **Tree and Native Landscape Material.** Lot Owners and agents, employees, contractors, subcontractors and suppliers working on behalf of a Lot Owner shall protect existing trees and native landscape material targeted to remain during construction and respect tree fence areas for the protection of root systems from heavy vehicles and equipment.
5. **Aeration Systems and Tree Wells.** When fill is required around trees, aeration systems or tree wells shall be installed as may be required by the DRC.
6. **Protective Tree Fences.** The DRC requires protective tree fences to be installed at the drip line or farther for more mature trees prior to any clearing, site work or construction activities. Protective fencing must be maintained throughout the building phase and shall conform to a standard design established by the DRC. No equipment, material, fill, trash or toxic substances may be placed within boundaries of protective fencing for trees. [Contact the DRC to receive specific guidelines]
7. **Concrete Washout & Vehicle Washing.** The washing of concrete trucks or other vehicles is not permitted on roadways or within the drip line of trees. All concrete washouts must be performed entirely on the Lot where such materials were provided or in areas designated by the Developer or DRC Administrator.



## Environmental Standards

|         |           |
|---------|-----------|
| SECTION | 5.01      |
| PAGE    | 02        |
| DATE    | 8/10/2007 |

8. **Tree Maintenance.** Unless otherwise required to remain in a natural state, all trees will be maintained and cared for throughout construction. As provided in this manual, no trees may be removed from Lots without the written approval of the DRC.
9. **Penalty for Damage.** In the event native landscape material and trees targeted to remain are damaged, the Lot Owner and/or offending party may be required to pay a fine and/or to replace such vegetation or trees with comparable materials of such size and number, and in such locations, as the DRC may determine to mitigate the damage.
10. **Vehicle Maintenance.** Oil changes and the removal of other vehicle and equipment fluids must be performed in accordance with environmental regulations and, under no circumstances, are any toxic fluids permitted to be discharged onto the ground.
  - ***Lot Owners shall be responsible for violations of Environmental Standards by agents, employees, contractors, subcontractors and suppliers working on behalf of the Lot Owner.***

# General Construction Site Standards

|         |           |
|---------|-----------|
| SECTION | 6.01      |
| PAGE    | 01        |
| DATE    | 8/10/2007 |

Construction Site Standards have been established to foster a positive working relationship among construction personnel performing work within the community. Agents, employees, contractors, subcontractors and suppliers working on behalf of the Property Owners are required to comply with the following Construction Site Standards:

1. **Construction Access.** All contractors and related personnel [*with their trucks, vans and cars*] are required to enter and exit through the designated construction entrance and to limit travel to certain roadways as may be requested by the Developer.
2. **Registration of Trade Contractors and Suppliers.** Upon request by the Developer, Designated Builders and Participating Builders are to provide a list, and changes as they occur, of contractors, subcontractors and suppliers who are authorized to perform work or to deliver materials within the community. Unregistered persons and parties may be denied access.
3. **Employees Only.** Only construction personnel, employed by a Designated Builder, Participating Builder, contractor, subcontractor or supplier, are permitted access to the construction sites within the community. No family members or children are allowed, unless such persons are bona fide employees or riding in a vehicle to drop off or pick up construction personnel.
4. **Community Amenities.** Community amenities are for the benefit of residents only. Construction personnel are not permitted to use community amenities or to lounge along the shorelines of ponds or along fairways after the move-in of initial residents. Construction personnel are not allowed to fish in the ponds.
5. **Community Improvements.** Property Owners assume full responsibility for the cost of any reconstruction, maintenance, repair or clean-up of property or improvements within the community arising from activities of agents, employees, contractors, subcontractors and suppliers working on behalf of the Property Owner. Unless the offending party can be identified, damage to utilities in an easement on a Lot or the right-of-way of a Lot between the edge of the road and property line is the responsibility of the Property Owner. If damage to utilities occurs along the demising line between two residential Lots, the cost of such repairs will be shared equally by both Property Owners unless the offending party can be determined.
6. **Speed Limits.** For the safety of our residents, the established speed limit within the community is 20 m.p.h. for all vehicles.

# General Construction Site Standards

|         |           |
|---------|-----------|
| SECTION | 6.01      |
| PAGE    | 02        |
| DATE    | 8/10/2007 |

7. **Construction Parking**. Vehicles are to be parked on one side of the street only, or on the immediate site on which the contractor is working. Under certain circumstances, construction personnel may be required to park in designated areas. No parking is permitted in permanently landscaped or grassed areas. Whenever possible, construction personnel should avoid parking in front of a completed and occupied residence.
8. **Removal of Construction Vehicles**. Construction vehicles [*trucks, vans and cars*] must be removed from job sites at the end of day unless otherwise approved by the Developer. Vehicles left within the community are subject to removal at the owner's expense without prior notice.
9. **Dumpsters**. All Designated Builders and Participating Builders shall provide and maintain a twenty [20] cubic yard dumpster, or a Developer approved container for every home under construction. Dumpsters must not be placed within 15' of the roadway or adjacent to a completed home.
10. **Job Site Conditions**. All job sites shall be kept in a clean, neat and workmanlike appearance at all times. Trash and discarded materials such as lunch bags, cans and odd materials must be removed daily as required by the developer. All debris stockpiled for removal should be located in the rear of the residence. Stockpiling of trash or any material on adjacent lots or streets is not permitted. If trash and debris on the job site becomes a noticeable problem, notification to the responsible party will be given by the DRC to clean up the site within (7) working days. If not corrected within the time limit, the Developer will arrange for clean-up and charge back the cost to the offending Property Owner.
11. **Street Cleaning and Repairs**. Mud/silt/debris-free streets and property erosion control are the responsibility of the contractor. Adequate silt fencing and matting at the entry drive must be properly installed and maintained to keep the streets free of mud, silt and debris. The contractor will control elimination of vehicles tracking mud throughout the subdivision. In the event of an infraction, the contractor will be notified to resolve the problem within 48 hours. If not corrected within the time limit, the Developer will arrange for street cleaning and charge back the cost to the offending party. If repairs are required to restore the appearance of street surfaces, the cost of any such repairs shall be the responsibility of the offending party.
12. **Pedestrian / Golf Cart Paths & Residential Driveways**. Driving across or along pedestrian or golf cart paths is not permitted. Residential driveways may not be used for parking or to turn around vehicles.
13. **Storage of Fill & Materials**. No fill or materials can be stored or placed in rights-of-way, on vacant lots, or any other portions of the community without approval of the Developer. Property Owners requiring import fill or fill dump sites should check with the Developer's Project Manager to determine availability on-site.

# General Construction Site Standards

|         |           |
|---------|-----------|
| SECTION | 6.01      |
| PAGE    | 03        |
| DATE    | 8/10/2007 |

14. **Temporary Electric & Water.** Designated Builders or Participating Builders are responsible for providing temporary electric and water service for homes under construction. Designated Builders, Participating Builders and their trade contractors are not permitted to use the services of another builder without permission. The use of electricity or water from homeowners is strictly prohibited.
15. **Loud Music.** For the benefit of golfers, residents and other workers, the playing of loud music is prohibited. Construction personnel who continue to violate this provision, after adequate warning, will be required to leave the community.
16. **Pets.** Pets of construction personnel are not permitted on job sites or inside vehicles parked within the community.
17. **Signs.** Building permits and required city signs are the only signs or documents to be posted at a home site during construction. Permits are to be kept in a permit box in a manner protected from the elements. No other signs are permitted within the community without the authorization of the Developer or the DRC. Unapproved signs will be removed and discarded without notice or obligation to the offending party. Trees are to be kept free of all permits and signs.
18. **Portable Restrooms.** Designated Builders and Participating Builders are required to provide one portable restroom per home under construction. Portable restrooms must be located 15' back from the edge of the roadway with the access door facing the opposite direction of the street and should be sanitized weekly.
19. **Construction Trailers.** During initial construction of homes, one [1] trailer for construction supervision per Participating Builder will be permitted. The location, appearance and size of trailers are subject to approval of the Developer. Participating Builders shall maintain the trailer in good, neat and attractive condition and install landscaping or buffer fencing as may be required by the Developer. Construct trailers are not permitted for Designated Builders constructing custom homes on Mansion Lots.
20. **Construction Deliveries and Work Hours.** The designated construction entrance will be open from 6:30am until 7pm daylight saving time, Monday through Saturday. The Developer reserves the right to modify the access for construction personnel at any given time. No lot filling, clearing, pile driving or slab pouring will be allowed on Saturdays. The community is closed to contractors and service personnel on Sundays and holidays. With advance notice of the Developer, deliveries and work may be limited or prohibited on days when community, Participating Builder or Golf Club events are scheduled. Southern Hills Plantation holidays include: Memorial Day, 4<sup>th</sup> of July, Labor Day, Thanksgiving, Christmas and New Year's Day.

## General Construction Site Standards

|         |           |
|---------|-----------|
| SECTION | 6.01      |
| PAGE    | 04        |
| DATE    | 8/10/2007 |

21. **Fires.** Designated Builders, Participating Builders and their trade contractors are not permitted to burn rubbish or trash on any portion of the Property without approval of the Developer and obtaining necessary permits from governmental authorities.
22. **Alcoholic Beverages.** No alcoholic beverages may be consumed by construction personnel within the community. Failure to comply with this provision will result in *immediate dismissal*.
23. **Intentional Damage.** Designated Builders, Participating Builders and their trade contractors will respect the work of other trades. Workmen causing intentional damage to materials or workmanship of others are subject to *permanent dismissal* from the community.
24. **Security.** The security of construction improvements and materials is the responsibility of each Property Owner, Designated Builder or Participating Builder. Construction vehicles are subject to search at any time, and construction personnel are required to cooperate fully with representatives of the Developer, the DRC and the Association.

Southern Hills Plantation strictly enforces these regulations. Notification of violation will be sent to the responsible party and property owner defining those items not in compliance and regulations. Upon receipt of the notification, the involved parties have (7) days to correct the situation or Southern Hills Plantation will take the necessary action to correct the violation. Those actions could include charging the property owner for the corrections performed by Southern Hills Plantation, withholding architectural review until violations are amended, or in certain cases, denying entry to contractors or personnel thereby preventing work within the community.

# Construction Guidelines

|         |           |
|---------|-----------|
| SECTION | 6.02      |
| PAGE    | 01        |
| DATE    | 8/10/2007 |

## Inspections

Construction inspections of the individual Lots will be held by the DRC Committee at different stages during the construction process. The Designated Builder or Participating Builder shall contact the DRC administrator and schedule a meeting. A copy of the inspection results will be sent to the Builder. Lot inspections will be held in the following order:

- 1) Pre- Construction Inspection [before Lot clearing and Construction]  
Lot Inspection for the following improvements or conditions:
  - Sanitary Sewer
  - Storm Sewer
  - Asphalt
  - Curb/Gutter
  - Water System
  - Corners Staked, House Corners Staked, Blue Stake Finished Floor Height
  - Erosion Control
  
- 2) Lot Inspection [before Lot clearing and Construction]
  - Review of site plan
  - Review trees to remain and to be removed
  
- 3) Foundation Verification [when Blue Stake has been determined]
  
- 4) Driveway and Sidewalk Verification [after Staking]
  
- 5) Final Inspection [ after completion of new structure or modifications]
  - Compliance with submitted construction documents
  - Compliance with Design Review Manual
  
- 6) Post Construction Inspection [ after receiving Certificate of Occupancy]  
Lot Inspection for the following improvements or conditions:
  - Debris, Fallen Trees
  - Garbage
  - Sanitary Sewer
  - Storm Drain
  - Asphalt
  - Curb/Gutter
  - Water System
  - Staking
  - Street Tree Planting
  - Erosion

# Construction Guidelines

|         |           |
|---------|-----------|
| SECTION | 6.02      |
| PAGE    | 02        |
| DATE    | 8/10/2007 |

## PROCEDURES AND APPROVALS

Below are the steps to follow in order to successfully complete the Design Review Committee process for building a home at Southern Hills Plantation. These steps need to be followed in the order given to insure a timely and orderly process:

1. GreenPointe, LLC will provide Designated Builders and Participating Builders with the following information:
  - I. Predevelopment/ as-built topo and tree survey of specimen trees greater than six (6) inches
  - II. Geotechnical information secured through a single boring at a minimum of eight (8) feet located near the center of the building pad
  - III. Tops of curb as-builts on both left and right corner
2. Designated Builder or Participating Builder to visit the selected lot to evaluate the lot characteristics before preparing a house location plan or selected.
3. Prior to the commencement of any construction activity of any type (including land disturbance of any type) on any lot, the Designated Builder or Participating Builder must submit an application for lot approval of such work to the DRC administrator. No work shall commence until the DRC Committee has received and reviewed selected plans and necessary design documentation as required to be submitted under Section 3 of the Design Review Manual. The DRC administrator will respond with comments or approval within five (20) business days. All required architectural review fees, fees for tree/topo and geotechnical surveys, and water and sewer impact fees have to be paid to the DRC administrator prior to commencement of any such work.
4. Designated Builder or Participating Builder to request a site and clearing visit with the DRC administrator.
5. Prior to the site visit, the DRC administrator will request the completion of a pre-construction checklist. This checklist will be reviewed with the Designated Builder or Participating Builder at the time of the site and clearing visit, and a copy will be given to the Builder.
6. Within seven (7) days of the request, the DRC administrator will schedule a site visit with the Builder to confirm the location of the house on the lot and the amount of clearing in accordance with the approval of the final design documents. For this visit, the DRC administrator will need the house corners staked, finished floor elevation of the main level staked (Blue Top) and areas of tree save delineated with tree save fence ( see "Environmental Standards", Section 5.01). Blue Top with elevation shall be marked on stake.
7. Before final lot approval for commencement of construction is issued, the Designated Builder or Participating Builder must provide the DRC Committee with a copy of the "Notice of Intent" (NOI) per "National Pollutant Discharge Elimination System" (NPDES) regulations. As a

# Construction Guidelines

|         |           |
|---------|-----------|
| SECTION | 6.02      |
| PAGE    | 03        |
| DATE    | 8/10/2007 |

reminder NPDES regulations require daily inspections by qualified personnel. Said reports, a copy of the NOI, a copy of the Storm Water Pollution Prevention Plan (SWPPP) as well as any other pertinent documentation all need to be kept on-site or in a designated area by the builder.

The Designated Builder or Participating Builder must install a construction entrance, a silt fence and a tree save fence. Other erosion control measures ( i.e. concrete truck wash-out area) may be specified by the DRC Committee on the pre-construction checklist.

All architectural review fees, tree/topo and geotechnical survey fees, and water and sewer impact fees have to be paid prior to Final Lot Approval. The DRC administrator will confirm with Land Mar's accounting department that the builder's construction deposit is current before final approval will be given.

Final Lot Approval will be given at this time if all is in compliance.

It is at this time that GreenPointe, LLC will begin conducting bi-weekly inspections. Particular attention needs to be placed on safety, aesthetics and erosion control. Bi-weekly Lot inspections are conducted and distributed to the Designated Builders and Participating Builders.

**8.** Proceed with clearing/grading and foundation layout based on the approved final design documents.

At this time the Builder is required to provide one portable restroom per home under construction per Construction Site Standards of the Southern Hills Design Review Manual. Portable Restrooms must be located 15' back from the edge of the roadway with the access door facing the opposite direction of the street.

**9.** When the stemwall of the structure is completed, the Designated Builder or Participating Builder shall contact the DRC administrator and request a foundation check. Approval must be received prior to pouring the slab. Tolerance for the slab is plus/minus six (6) inches from the design elevation per approved plans.

**10.** At this time the Builder needs to place a twenty (20) cubic yard dumpster or an 8' x 8' Plywood Box trash container on the site for every home under construction per Construction Site Standards of the Southern Hills Design Review Manual. Dumpsters must be placed no closer than fifteen (15) feet of the back of curb or adjacent to a completed home.

Job sites shall be kept in a clean, neat and workmanlike appearance at all times. Trash and debris must be removed and placed in dumpsters at the end of the day as required by the Developer per Construction Site Standards of the Southern Hills Design Review Manual. In the event of an infraction, the Builder will be provided notice *via fax or e-mail* to resolve the problem within 48 hours. If not corrected within seven (7) days, the Developer shall have the right but not the obligation to affect such clean-ups at the Builder's cost and expense plus 50% pursuant to "Damage to Community Improvements", Section 2.01, Page 5, of the Construction Site Standards of the Southern Hills Design Review Manual.



# Construction Guidelines

|         |           |
|---------|-----------|
| SECTION | 6.02      |
| PAGE    | 04        |
| DATE    | 8/10/2007 |

Designated Builders or Participating Builders will provide removal of construction materials, trash, debris and silt from roadways and rights-of-way and all common areas on a routine basis per Construction Site Standards of the Southern Hills Design Review Manual.

In the event of an infraction, the Builder will be provided notice via fax or e-mail to resolve the problem within 48 hours. If not corrected within seven (7) days, the Developer shall have the right but not the obligation to affect such repairs at the Builder's cost and expense plus 50% pursuant to "Damage to Community Improvements" Section 2.01, Page 5.

**11.** Builder may proceed with construction based on the approved final design documents and the foundation check review comments.

**12.** Prior to the erection of walls Builder shall submit a foundation survey prepared by a land surveyor registered in the State of Florida to the Design Review Committee confirming compliance with all prior approvals and setbacks.

**13.** Prior to any driveway or walkway construction, Builder to request a driveway verification visit from the Design Review Committee.

Driveways and Walkways should be graded to a tenth of a foot of Finished Elevation before calling the DRC administrator for this inspection. Areas for inspection need to be flagged or painted.

The driveways/ walkways will be reviewed as well as overall grading of the site to insure compliance with design plans.

**14.** Builder to request from Design Review Committee a final visit to review all improvements for confirming compliance with all previous approvals. Said request should be made within ten (10) days prior to Certificate of Occupancy.

At this time the DRC administrator will also request a completion of the Post Construction checklist.

**15.** The DRC administrator will conduct a final lot visit to review the completed improvements within seven (7) days of request. Along with a copy of the Post-Construction checklist, the builder will be given a memo describing any corrective or additional work required in order to comply with the intent of the previous approvals and the Design Review Guidelines. Said additional work or corrective measures will need to be completed within 30 days.

**16.** The DRC administrator will conduct a follow-up visit within 45 days of closing to confirm compliance with any corrective or additional work required by the final visit notice.

**Final Note: "GreenPointe, LLC reserves the right to modify the aforementioned regulations at any time at its sole discretion as site conditions warrant and/or governmental procedures and regulations change."**

# DRC Forms and Applications

|         |           |
|---------|-----------|
| SECTION | 7.01      |
| PAGE    | 01        |
| DATE    | 8/25/2007 |

Applications for new construction, modifications to existing improvements, and changes to work in progress are required for approval by the DRC prior to the commencement of work. Copies of forms and applications, listed below, are available under exhibits in this section.

## **Custom Home Forms and Applications**

- |  |                 |
|--|-----------------|
| <input type="checkbox"/> Homeowner Fact Sheet                                      | Section 7.02.01 |
| <input type="checkbox"/> Preliminary Design Review Application for Custom Approval | Section 7.03.01 |
| <input type="checkbox"/> Builder Application                                       | Section 7.04.01 |
| <input type="checkbox"/> Builder Agreement   | Section 7.05.01 |
| <input type="checkbox"/> Final Design Review Application for Custom Approval       | Section 7.06.01 |
| <input type="checkbox"/> Landscape Review Application for Custom Approval          | Section 7.07.01 |
| <input type="checkbox"/> Construction Deposit Refund Form                          | Section 7.08.01 |

## **Participating Builder Applications**

- |   |                 |
|---|-----------------|
| <input type="checkbox"/> Design Review Application for Master Plan Approval | Section 7.09.01 |
| <input type="checkbox"/> Design Review Application for Lot Approval         | Section 7.10.01 |

## **Miscellaneous Applications**

- |  |                 |
|--|-----------------|
| <input type="checkbox"/> Change Request  | Section 7.11.01 |
| <input type="checkbox"/> Stop Work Order | Section 7.12.01 |

**EXHIBIT:**  
**Homeowner Fact Sheet**  
( for custom homes)

|                |         |
|----------------|---------|
| <b>SECTION</b> | 7.02    |
| <b>PAGE</b>    | 1       |
| <b>DATE</b>    | 2/07/05 |

*As part of the approval process for a custom home an individual Lot Owner [other than a Participating Builder] must complete the Homeowner Fact Sheet in this section and bring it to the Design Review Orientation Meeting with the DRC Administrator. If the Lot Owner is a Participating Builder, Steps 1 and 2 in the custom home approval process are not required.*



# Southern Hills

PLANTATION CLUB

| HOMEOWNER FACT SHEET                    |   |
|---|---|
| Owner Name                              |   |
| Owner Name                              |   |
| <b>PERMANENT RESIDENCE</b>              |   |
| Street Address                          |   |
| City/State/Zip                          |   |
| Home Phone                              |   |
| Cell Phone                              |   |
| E-Mail                                  |   |
| <b>SEASONAL RESIDENCE</b>               |   |
| Street Address                          |   |
| City/State/Zip                          |   |
| Home Phone                              |   |
| Time of Year                            |   |
| <b>LOT INFORMATION</b>                  |   |
| Neighborhood                            |   |
| Street Address                          |   |
| Lot Type                                | <input type="checkbox"/> Estate <input type="checkbox"/> Grand Estate <input type="checkbox"/> Mansion <input type="checkbox"/> Retreat                                     |
| Lot View                                | <input type="checkbox"/> Lake <input type="checkbox"/> Golf <input type="checkbox"/> Other  |
| Slope                                   | <input type="checkbox"/> Up Hill [ <i>front to rear</i> ] <input type="checkbox"/> Down Hill [ <i>front to rear</i> ] <input type="checkbox"/> Flat [ <i>more or less</i> ] |
| Dimensions                              | Front:                                          Left Side:                                          Right Side:                                          Rear:              |
| <b>ARCHITECT / RESIDENTIAL DESIGNER</b> |   |
| Status                                  | <input type="checkbox"/> Selected <input type="checkbox"/> Under Consideration <input type="checkbox"/> Not Determined  |
| Company                                 |   |
| Contact                                 |   |
| Address                                 |   |
| City/State/Zip                          |   |
| Office Phone                            |   |
| Office Fax                              |   |

## HOMEOWNER FACT SHEET

### BUILDER

|                       |  |
|-----------------------|--|
| <b>Status</b>         | <input type="checkbox"/> Selected <input type="checkbox"/> Under Consideration <input type="checkbox"/> Not Determined |
| <b>Company</b>        |  |
| <b>Contact</b>        |  |
| <b>Address</b>        |  |
| <b>City/State/Zip</b> |  |
| <b>Office Phone</b>   |  |
| <b>Office Fax</b>     |  |

### LANDSCAPE ARCHITECT / DESIGNER

|                       |  |
|-----------------------|--|
| <b>Status</b>         | <input type="checkbox"/> Selected <input type="checkbox"/> Under Consideration <input type="checkbox"/> Not Determined |
| <b>Company</b>        |  |
| <b>Contact</b>        |  |
| <b>Address</b>        |  |
| <b>City/State/Zip</b> |  |
| <b>Office Phone</b>   |  |
| <b>Office Fax</b>     |  |

### PROPOSED HOME FEATURES

|                      |   |                    |  |
|----------------------|---|--------------------|--|
| <b>Architectural</b> |   | <b>Front Porch</b> | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure   |
| <b>Basement</b>      | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure <input type="checkbox"/> Not   | <b>Rear Porch</b>  | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure   |
| <b>Basement</b>      | <input type="checkbox"/> Standard <input type="checkbox"/> Walk-Out   | <b>Swimming</b>    | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure   |
| <b>Stories</b>       | <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <i>[excluding</i>  | <b>Garage</b>      | <input type="checkbox"/> 2-Car <input type="checkbox"/> 3-Car <input type="checkbox"/> 4-Car |
| <b>Bedrooms</b>      | <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5 <input type="checkbox"/> 6 | <b>AC Square</b>   | <i>[excluding basement]</i>  |
| <b>Baths</b>         | <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input type="checkbox"/> 4 <input type="checkbox"/> 5   | <b>Price Range</b> | <i>[excluding homesite]</i>  |

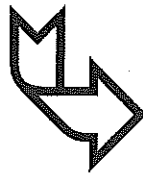
### FOR USE BY DESIGN REVIEW COMMITTEE

|  |
|--|
|  |
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|  |
|  |
|  |
|  |
|  |

**EXHIBIT:**  
**Preliminary Design Review**  
**Application for Custom Home Plans**

|                |         |
|----------------|---------|
| <b>SECTION</b> | 7.03    |
| <b>PAGE</b>    | 1       |
| <b>DATE</b>    | 2/07/05 |

*As part of Step 3 for custom home approval, the Applicant must submit the Preliminary Design Review Application in this section for approval by the DRC. This Application applies to Estate Lots, Grand Estate Lots, Mansion Lots and Retreat Lots.*



# Southern Hills

PLANTATION CLUB

## PRELIMINARY DESIGN REVIEW APPLICATION FOR CUSTOM APPROVAL

Conceptual Review of Custom Home Plans

|                                |   |
|--------------------------------|---|
| <b>To</b>                      | DRC Administrator   |
| <b>Applicant [Lot Owner]</b>   |   |
| <b>Builder [if selected]</b>   |   |
| <b>Architect [if selected]</b> |   |
| <b>Purchaser [if any]</b>      |   |
| <b>Neighborhood / Lot</b>      |   |
| <b>Property Address</b>        |   |
| <b>Lot Type</b>                | <input type="checkbox"/> Estate <input type="checkbox"/> Grand Estate <input type="checkbox"/> Mansion <input type="checkbox"/> Retreat |
| <b>Plan Type</b>               | <input type="checkbox"/> Model Home <input type="checkbox"/> Spec Home <input type="checkbox"/> Pre-Sale Home                           |
| <b>AC Sq. Ft.</b>              |   |
| <b>Lot Coverage %</b>          |   |
| <b>Architectural Style</b>     |   |

### ACKNOWLEDGED AND AGREED BY APPLICANT:

Applicant acknowledges and agrees that preliminary design review comments of the DRC are not binding on the DRC.

|                            |              |
|----------------------------|--------------|
| <b>Applicant Signature</b> | <b>Date:</b> |
|----------------------------|--------------|

### ATTACH COPIES OF THE FOLLOWING ITEMS AND DESIGN DOCUMENTS

|  |   |
|--|---|
| <input type="checkbox"/> Preliminary Design Review Application [2 copies]<br><input type="checkbox"/> Topographic Survey [2 copies]<br><input type="checkbox"/> Tree Survey [2 copies]<br><input type="checkbox"/> Preliminary Site Plan [2 copies]<br><input type="checkbox"/> Preliminary Floor Plans [2 copies] | <input type="checkbox"/> Preliminary Wall Sections [2 copies]<br><input type="checkbox"/> Preliminary Roof Plans [2 copies]<br><input type="checkbox"/> Preliminary Pool Plans [2 copies] [if applicable]<br><input type="checkbox"/> Preliminary Screen Enclosure Plans [2 copies] [if applicable]<br><input type="checkbox"/> Preliminary Exterior Elevations [2 copies for each elevation] |
|--|---|

### DRC ACTION

|                      |  |
|----------------------|--|
| <b>Date Received</b> |  |
|----------------------|--|

### DRC COMMENTS [non-binding]

|  |
|--|
|  |
|  |
|  |
|  |
|  |
|  |
|  |

### ISSUED BY

|                                    |              |
|------------------------------------|--------------|
| <b>DRC Administrator Signature</b> | <b>Date:</b> |
|------------------------------------|--------------|

|   |                |         |
|---|----------------|---------|
| <b>EXHIBIT:</b><br><b>Builder Application</b><br>[for custom homes on Mansion or Retreat<br>Lots] | <b>SECTION</b> | 7.04    |
|   | <b>PAGE</b>    | 1       |
|   | <b>DATE</b>    | 2/07/05 |

*If an Applicant is planning to employ a builder other than a Participating Builder for the construction of a custom home on a Mansion or Retreat Lot, the Builder Application in this section must be completed and submitted to the Developer by the builder candidate as part of Step 4. Builders must be accepted in advance by the Developer and DRC for the construction of a custom home on a Mansion or Retreat Lot. Participating Builders are pre-approved for the construction of custom homes on Mansion or Retreat Lots and the use of this Application is not required.*





# Southern Hills

PLANTATION CLUB

## BUILDER APPLICATION

### Company Background

|   |  |  |  |  |
|---|--|--|--|--|
| <b>Company Name</b>   |  |  |  |  |
| <b>Trade Name (if any)</b>  |  |  |  |  |
| <b>Parent Company (if any)</b>  |  |  |  |  |
| <b>Street Address</b>   |  |  |  |  |
| <b>City/State/Zip</b>   |  |  |  |  |
| <b>Telephone</b>  |  |  | <b>Fax</b>                                 |  |
| <b>Email</b>  |  |  | <b>Web Address</b>                         |  |
| <b>Federal Employer Identification No.</b>  |  |  | <b>State of Incorporation/Registration</b> |  |
|   |  |  | <b>Year Founded</b>                        |  |
| <b>Type of Company</b> <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> "C" Corporation <input type="checkbox"/> LLC <input type="checkbox"/> "S" Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> LLP <input type="checkbox"/> Other |  |  |  |  |

### Officers & Directors

Please list all, directors and/or partners of the corporation or partnership. (Uses additional pages if necessary.)

| Name | Title | Address | % of Ownership |
|------|-------|---------|----------------|
|      |       |         |                |
|      |       |         |                |
|      |       |         |                |
|      |       |         |                |

### Local Management Team

Please list key members of the local management team not shown above.

| Name | Title | Address | Yrs with Comp. |
|------|-------|---------|----------------|
|      |       |         |                |
|      |       |         |                |
|      |       |         |                |
|      |       |         |                |

### Trade Contractors & Suppliers References

Please list the trade contractors and suppliers with whom the company is primarily doing business.

| Sub/Supplier      | Company Name & Address | Contact | Phone No. |
|-------------------|------------------------|---------|-----------|
| <b>Electrical</b> |                        |         |           |
| <b>Plumbing</b>   |                        |         |           |
| <b>Drywall</b>    |                        |         |           |
| <b>Carpentry</b>  |                        |         |           |
| <b>HVAC</b>       |                        |         |           |
| <b>Lumber</b>     |                        |         |           |
| <b>Concrete</b>   |                        |         |           |

### Financial References

Please list the financial institutions with which the company is primarily doing business.

| Financial Institutions and Address | Contact | Phone No. |
|------------------------------------|---------|-----------|
|                                    |         |           |
|                                    |         |           |
|                                    |         |           |
|                                    |         |           |
|                                    |         |           |

# Southern Hills

PLANTATION CLUB

## BUILDER APPLICATION

**Company Name**

### Customer References

Please provide information requested on the past 5 consecutive closing or complete construction contracts.

|   | Customer Name | Community | Location | Product Type | Closing/<br>Completion Date | Phone No. |
|---|---------------|-----------|----------|--------------|-----------------------------|-----------|
| 1 |               |           |          |              |                             |           |
| 2 |               |           |          |              |                             |           |
| 3 |               |           |          |              |                             |           |
| 4 |               |           |          |              |                             |           |
| 5 |               |           |          |              |                             |           |

### Awards

Please list any awards, citations and special recognition received by the company.

| Name of Award, Citation or Special Recognition | Received From | Year Rcv'd |
|--|---------------|------------|
|  |               |            |
|  |               |            |
|  |               |            |
|  |               |            |

### General Information

|  |  |
|--|--|
| Is the company organized to do business in the State of Florida?   | <input type="checkbox"/> Yes <input type="checkbox"/> No   |
| If "no," is the builder qualified to do business in the State of Florida?  | <input type="checkbox"/> Yes <input type="checkbox"/> No   |
| How many full-time personnel are employed by the company?  | Amt #:   |
| Is the company a member of NAHB?   | <input type="checkbox"/> Yes <input type="checkbox"/> No   |
| In what home owners warranty plan (if any) is the company currently registered?  | Attach copy of the limited warranty.   |
| Is the company (any of its offices, directors, partners or principals) in default of any loans or involved in any type of foreclosure proceedings? | <input type="checkbox"/> Yes <input type="checkbox"/> No<br><i>If yes, please attach detailed explanation for each proceeding.</i>   |
| Has the company or any of its officers, directors, partners or principals given any deeds in lie of foreclosure?                                   | <input type="checkbox"/> Yes <input type="checkbox"/> No<br><i>If yes, please attach detailed explanation.</i>                       |
| Are the currently tax liens, mechanic's liens, materials, or other liens filed of record against the company?                                      | <input type="checkbox"/> Yes <input type="checkbox"/> No<br><i>If yes, please attach detailed explanation.</i>                       |
| Is the company currently a defendant in any lawsuit or other legal action relating to the company's construction activities?                       | <input type="checkbox"/> Yes <input type="checkbox"/> No<br><i>If yes, please attach detailed explanation for each legal action.</i> |
| Have any complaints been filed against the company with the Better Business Bureau, Bureau of Consumer Protection or any other consumer agency?    | <input type="checkbox"/> Yes <input type="checkbox"/> No<br><i>If yes, please attach a detail description of each complaint.</i>     |
| Does the company maintain a full-time, professional office space for conducting its business and meeting with customers?                           | <input type="checkbox"/> Yes <input type="checkbox"/> No   |

|  | 2007  | 2008  | 2009  | 2010  | 2011  |
|--|-------|-------|-------|-------|-------|
| How many residential units has the company closed in the previous years? | Amt # | Amt # | Amt # | Amt # | Amt # |

**Additional Information:**

Please Attach: company brochure, representative floor plans, history and background.

*Southern Hills*  
PLANTATION CLUB

**BUILDER APPLICATION**

**Company Name** \_\_\_\_\_

**Submitted and Certified By**

As an authorized agent of the company, the undersigned submits the above information and attachments as being true and correct, and authorized GreenPointe, LLC and each of their respective agents to utilize such information, obtain financial and credit information, and make investigations concerning the company and its employees, officers, directors, partners and principals as may be deemed necessary and prudent. The company and undersigned agent agree to indemnify and hold harmless GreenPointe, LLC and each of their respective agents for any costs, damages or liability arising from any such investigation.

**Print Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_



PLANTATION CLUB

**BUILDER APPLICATION**

**Company Name**

**Current Sales & Construction Activity**

| Community | Location | Product Type | Builder Lots       |                     |                              | Owner Lots | Total | AC Sq. Ft. Range        |     | * Prince Range |     |
|-----------|----------|--------------|--------------------|---------------------|------------------------------|------------|-------|-------------------------|-----|----------------|-----|
|           |          |              | Sold & Not Started | Sold & Under Const. | Specs Under Const./ Complete |            |       | Active Const. Contracts | Low | High           | Low |
|           |          |              |                    |                     |                              |            |       |                         |     |                |     |
|           |          |              |                    |                     |                              |            |       |                         |     |                |     |
|           |          |              |                    |                     |                              |            |       |                         |     |                |     |
|           |          |              |                    |                     |                              |            |       |                         |     |                |     |
|           |          |              |                    |                     |                              |            |       |                         |     |                |     |
|           |          |              |                    |                     |                              |            |       |                         |     |                |     |
|           |          |              |                    |                     |                              |            |       |                         |     |                |     |
|           |          |              |                    |                     |                              |            |       |                         |     |                |     |
|           |          |              |                    |                     |                              |            |       |                         |     |                |     |
|           |          |              |                    |                     |                              |            |       |                         |     |                |     |
|           |          |              |                    |                     |                              |            |       |                         |     |                |     |
|           |          |              |                    |                     |                              |            |       |                         |     |                |     |
|           |          |              |                    |                     |                              |            |       |                         |     |                |     |
|           |          |              |                    |                     |                              |            |       |                         |     |                |     |
|           |          |              |                    |                     |                              |            |       |                         |     |                |     |

\* For construction contracts on owner lots, please include the approximate value of the homesite in the price range.

|   |                |         |
|---|----------------|---------|
| <p style="text-align: center;"><b>EXHIBIT:</b></p> <p style="text-align: center;"><b>BUILDER AGREEMENT</b></p> <p style="text-align: center;">[for custom homes on Mansion or Retreat Lots]</p> | <b>SECTION</b> | 7.05    |
|   | <b>PAGE</b>    | 1       |
|   | <b>DATE</b>    | 2/07/05 |

*If an Applicant is planning to employ a builder other than a Participating Builder for the construction of a custom home on a Mansion or a Retreat Lot, the Builder Agreement in this section must be completed and submitted to the Developer by the builder candidate as part of Step 4. A builder must be accepted in advance by the Developer and DRC for the construction of a custom home on a Mansion or Retreat Lot. Participating Builders are pre-approved for the construction on Mansion and Retreat Lots and the use of this Agreement is not required.*



| BUILDER AGREEMENT         |  |
|---------------------------|--|
| <b>Builder</b>            |  |
| <b>Lot Owner(s)</b>       |  |
| <b>Neighborhood / Lot</b> |  |

**BACKGROUND STATEMENT**

- A. SHP Group LLC, a Delaware Limited Liability Company ("Developer") is developing a multi-phased residential golf community within the City of Brooksville in Hernando County, Florida, known as Southern Hills Plantation ("Development").
- B. Pursuant to the Declaration of Covenants and Restriction for Southern Hills Plantation recorded in O.R. Book 1914, Page 989, Official Records of Hernando County, Florida, as amended and supplemented from time to time (collectively, the "Declaration"), Developer has established the Southern Hills Plantation Design Review Committee ("DRC"), which has review and approval authority over all aspects of construction including, without limitation, the approval of all builders, architects and general contractors involved in the construction of residences within the Development as described in the Declaration.
- C. On behalf of the above-referenced Lot Owner(s) (herein collectively, "Lot Owner"), Builder has requested to be accepted and approved by the Developer for the construction of a residence on the above-referenced lot ("Lot"). Builder represents and warrants it is "financially stable" and "experienced" in high-end residential construction as more fully set forth in this Agreement.

**STATEMENT OF AGREEMENT**

In consideration of the terms and conditions of this Agreement, Builder and Developer agree as follows:

1. **RECEIPT AND REVIEW OF DOCUMENTS.** Builder acknowledges that Builder has received and read the Design Review Manual and the Declaration prior to executing this Agreement. Builder agrees that its construction activity on the Lot and within the Development shall be subject to the standards, provisions and requirements of the Design Review Manual and the Declaration, as the same may be amended from time to time.
2. **BUILDER APPLICATION.** Builder has submitted to the Developer a Builder Application ("Application"), a copy of which is attached hereto as Exhibit A. Builder expressly warrants and represents that the information contained in the Application is true, complete and accurate, and contains no untrue statement of material fact, and does not omit any material fact. Builder hereby agrees to indemnify and hold harmless Lot Owner and Developer from any causes of action, claims or damages arising out of or related to any matter submitted in, or omitted from, in the Application submitted by Builder. Builder understands that the information contained in the Application and this Agreement will be relied upon by the Developer, and that said Application and this Agreement are an inducement for Developer to accept and approve Builder for construction of a custom home on the Lot. Upon review of the Application, Developer will approve or disapprove the Builder's Application in writing within ten (10) days after this Agreement is signed by Builder and a signed copy is received by Developer together with the Application Fee described in Section 6 below and the Construction Deposit described in Section 9 below. Developer may, but is not obligated, to state the reason for any such disapproval.
3. **LIMITATION ON ACCEPTANCE.** Builder acknowledges and agrees that acceptance and approval of Builder, if at all, by the Developer shall apply only for construction of one (1) residence on the Lot. Acceptance and approval of Builder for construction on said Lot shall not prevent Developer from denying Builder's present, or subsequent and separate, application for construction on another lot within the Development.

Development.

4. RESPONSIBILITY FOR REVIEW AND ACCEPTANCE. Builder acknowledges and agrees that acceptance and approval of Builder for the construction of a residence on the Lot shall not impose any responsibility or obligation on Developer and Developer expressly does not, by its approval of Builder's application, warrant or represent (without limitation) Builder's experience, expertise, workmanship, business practices, reputation, or creditworthiness, or that of Builder's employees, contractors and subcontractors. The scope of Developer's review and acceptance of the Application shall be for the sole benefit of the Developer, and the Lot Owner shall be responsible for determining the experience, expertise, workmanship, business practices, reputation and creditworthiness of Builder as may be prudent and necessary.
5. DESIGN REVIEW COMMITTEE APPROVAL; COMPLIANCE WITH DESIGN DOCUMENTS; CHANGES TO PLANS. Builder acknowledges and agrees that all proposed plans and specifications (the "Design Documents") for construction of the residence (and appurtenances thereto) shall be approved in advance by the DRC. Builder agrees to complete site work, construction, landscaping and all other improvements in accordance with the Design Documents as approved in writing by the DRC for the Lot. Builder further agrees to submit all changes, including exterior color changes, for approval by the DRC prior to effecting any such changes. Builder acknowledges and agrees that Builder may be required by the DRC to correct, restore or replace at Builder's expense any construction not substantially completed in accordance with Design Documents as approved by the DRC.
6. BUILDER APPLICATION FEE. Simultaneous with Builder's execution of this Agreement and delivery thereof to Developer, Builder agrees to pay a non-refundable Builder Application Fee of \$ 500.00 to the GreenPointe, LLC, for costs associated with the review of the Builder Application. The Builder Application Fee is non-refundable upon payment thereof notwithstanding the Application may be disapproved by Developer.
7. HOME CONSTRUCTION. Builder hereby acknowledges and agrees that Builder does not have the right to, nor shall Builder obtain a building permit, to construct or commence construction of a home on the above-referenced Lot within the Development until the Lot Owner have closed on the Lot and have obtained approval of the DRC as provided in the Design Review Manual and by the Declaration. Builder shall diligently prosecute to completion such construction within 240 days after obtaining a building permit for such construction unless otherwise approved by the Developer in writing. Builder shall be solely responsible for, and shall indemnify, defend and hold Developer harmless from and against, any and all liability, damage, cost, expense action or cause of action for personal injury, property damage, or otherwise, arising as a result of, or in any way connected with, Builder's construction activities within the Development, whether prior to commencement of construction or after completion of construction including, without limitation, any cost or liability arising from a violation of any permits or approvals affecting the Development or construction on the Lot. All construction performed by or at the direction of Builder within the Development shall be performed in compliance with the Design Review Manual and the Declaration, which are incorporated here by this reference and all applicable laws, all of which shall be deemed a material part of this Agreement.
8. DAMAGE TO IMPROVEMENTS. Builder shall be solely responsible for the cost and expense necessary to and repair or replacement of any improvements damaged or destroyed by Builder or Builder's agents, employees, contractors, subcontractors or suppliers within the Development. Builder agrees to effect, at its sole cost and expense, whatever repairs or replacement may be required to restore any damaged utilities, infrastructure, drainage improvements and facilities, erosion control devices, vertical improvements, and any other property to their original condition in accordance with the approved plans for the Development within ten (10) days of the occurrence of any such damage, subject to extension on account of reasonable delays caused by matters beyond Builder's reasonable control. If Builder fails to cause any necessary repairs within such 10-day period, subject to permitted extensions, then Builder shall be deemed in default under this Agreement and in addition to any other rights and remedies available to the Developer hereunder on account of Builder's default, Developer shall have the right to effect such repairs at Builder's cost and expense, to be reimbursed by Builder to Developer within ten (10) days of written demand therefore from Developer, or Developer shall have the right to reimburse itself from the Construction Deposit (as defined and provided for in Section 9 below of this Agreement). Builder shall indemnify and hold harmless the Developer, the Association, and the Southern Hills Plantation I Community Development District (the "CDD") from and against any and all damage, expense or loss caused by Builder, its agents, employees, contractors, subcontractors or suppliers to any portion of the Development, or any equipment or

improvements located therein or in any adjacent lands, streets or rights-of-way, including, without limitation, damage caused to the Lots, paved streets, curbs, gutters, drainage systems, erosion control devices, sanitary sewer lines, telephone lines, water lines, electrical lines, cable television lines, trees and landscaped areas.

9. CONSTRUCTION DEPOSIT. Simultaneous with Builder's execution of this Agreement, Builder shall deliver a Construction Deposit (the "Construction Deposit") of \$3,000.00 to the GreenPointe, LLC. The Construction Deposit shall be held by Developer pursuant to the terms and conditions of this Agreement. Developer for itself or on behalf of the Southern Hills Homeowners Association, Inc. (the Association") may draw upon Builder's Construction Deposit and may use such funds as necessary to cover the cost of damage to improvements described in Section 8 above of this Agreement and items set forth in the Design Review Manual or Declaration. Builder agrees to replenish upon demand by Developer any portion of the Construction Deposit expended pursuant to Developer's right under this Agreement, plus any amounts expended in excess of the Construction Deposit. Upon completion of construction and satisfaction of the requirements set forth in the Design Review Manual and Declaration, the Developer shall release the Construction Deposit, less any funds expended thereby, within fifteen (15) days of request upon the submittal of a Construction Deposit Refund Request form. Upon completion of construction of the residence, to the extent that the Construction Deposit is depleted and any reimbursements amounts are due from the Builder to Developer, such outstanding amounts shall constitute continuing and surviving obligations of Builder, and shall accrue interest at the rate of 12 % per annum from the date due until paid by Builder to Developer.
10. MARKETING FEE. In consideration of Developer's approval of Builder's Application and in consideration of the opportunity to use marketing signage in the Development pursuant to the terms, conditions and restrictions described in Section 19 below, Builder agrees to pay to Developer a Marketing Fee as described in this Section . At the earlier of closing of the construction financing or the slab payment, Builder shall deliver to Developer a true and complete copy of the construction contract between Builder and Lot Owner, together with a Marketing Fee to Developer in an amount equal to 1.0% of the price of constructing the residence evidenced by the construction contract including, without limitation, the cost of all upgrades, furnishings, fixtures, options and additions unless otherwise modified by a separate agreement between Developer and Builder.
11. SALES COMMISSION. In the event that GreenPointe Realty, LLC, procures the sale, a 2.25% commission will be paid to GreenPointe Realty, LLC, at the time the slab is complete. In the event an outside agent procures the sale, then the applicable commission would be due upon slab construction.
12. IMPACT FEES. Developer intends for Developer, the CDD, or one of the other community development districts in the Development, to finance and cause the completion of certain infrastructure improvements and/or provide for certain dedications associated with the Development and the surrounding lands as may be required by the City of Brooksville and/or Hernando County pursuant to the Development Agreements or conditions imposed with respect to development of the Development and the balance of the lands (collectively, the "Development Agreements"). Pursuant to the terms of the Development Agreements, the Developer and/or the CDD or another community development district in the Development, will receive impact fee credits ("Impact Fee Credits") on account of such infrastructure improvements and dedications, which shall be allocated among all portions of the Development, including the Lots. To the extent that Developer, the CDD or any other community development district in the Development, pays impact fees to the City of Brooksville or Hernando County, or provides infrastructure construction that is impact fee creditable in connection with development of the Development, Builder shall reimburse Developer , the CDD, or the applicable community development district, as directed by Developer, for impact fees payable on the Lot at the then-current rate charged by the City of Brooksville or Hernando County, as applicable, in consideration for an assignment of impact fee credits in favor of Lot Owner. Builder shall reimburse such amounts to Developer prior to final DRC approval, and Developer shall deliver a fully-executed and acknowledged Assignment of Impact Fee Credits to Lot Owner within five (5) business days of Developer's receipt of such impact fee reimbursement from Builder. Notwithstanding the foregoing, Builder hereby acknowledges and agrees that it is Builder's sole responsibility to pay, at Builder's sole cost and expense, all impact fees and development-related charges required for the development and construction on the Lot, and shall pay impact fees directly to Hernando County or the City of Brooksville to the extent, and in the event, impact fee credits are not available from Developer, the CDD or any other community development district within the Development; provided that Builder shall not be required to pay impact fees more than once.



13. COMPLIANCE WITH LAWS. Builder shall construct the residence on the above-referenced Lot in accordance with the Subdivision Plans, the provisions of the Declaration, the design Review Manual, and all applicable governmental laws, regulations, rules and requirements (collectively, the "Applicable Laws"). Builder shall indemnify, defend and hold Developer harmless from and against any and all damages, costs or liabilities resulting from violations of, or non-compliance with any of the Applicable Laws caused by the construction of (or failure to construct) a residence on the above-referenced Lot or other construction activity of the Builder, or Builder's agents, employees, contractors, subcontractors or suppliers within the Development.
14. LIABILITY INSURANCE. At least thirty (30) days prior to commencing construction on the Lot, Builder shall deliver to the Developer a certificate of insurance for comprehensive public liability and property damage insurance, insuring Builder with respect to its activities in the Development, and naming the Developer as additional insured. Such insurance shall have minimum limits of \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate, and shall be maintained in effect so long as Builder is engaging in construction within the Development. The certificate(s) delivered shall provide that such insurance may not be cancelled, terminated, or allowed to expire without the insurer delivering to Developer at least thirty (30) days' prior written notice thereof. Such certificates shall be supplied in the name of the Builder as shown on this Agreement.
15. DEFAULT AND REMEDIES. Builder accepts responsibility for ensuring compliance with the terms and conditions of this Agreement, the Declaration and the Design Review Manual by its agents, employees, contractors, subcontractors and suppliers. If Builder defaults in any of its obligations hereunder or violates any provision of the Declaration or Design Review Manual, either directly or indirectly through its agents, employees, contractors, subcontractors or suppliers, the Developer, the Association, and the CDD shall have the right, but not the obligation, to remedy to take action to remedy such default or violation. Such action may include, without limitation, any or all of the following: (a) to collect fines for violations; (b) to prohibit any violating agent, trade contractor or employee of Builder from temporarily or permanently performing any further services within the Development; (c) to remove or cure the default or violation and collect from, upon demand, any costs incurred by Developer, the Association and the CDD; (d) to bring suit at law to recover all damages incurred by Developer, the Association or the CDD, as applicable; and/or (e) to avail itself of the equitable remedy of specific performance as to any obligations not compensable by monetary damages. In the event it becomes necessary for the Developer to temporarily or permanently prohibit any agent, employee, contractor, subcontractor or supplier of Builder from performing services within the Development, Builder shall indemnify and hold Developer, the Association and the CDD harmless from and against all claims, damages, losses, and expenses, as provided in Section 23 of this Agreement, that may be incurred or suffered by the Developer, the Association or the CDD as a result of taking such action against any agent, employee, contractor, subcontractor or supplier of Builder.
16. PERMITS & INSPECTIONS. Builder shall be solely responsible for obtaining all governmental approvals necessary for construction of the residence on the Lot and all appurtenances thereto, including, without limitation, building permits and inspections from governmental agencies having jurisdiction over such Lot. The building permit for construction of a home on the Lot may not be issued to the Lot Owner or assigned by the Builder to the Lot Owner or to other parties without the express written approval of the Developer, which may be withheld in Developer's sole discretion.
17. CONSTRUCTION TRAILERS. If Builder is constructing a residence on a Lot designated as a "Mansion Lot" by Developer, then Builder shall not be entitled to maintain a construction trailer within the Development, notwithstanding anything in this Agreement or the Design Review Manual to the contrary.
18. GRADING AND DRAINAGE. Builder shall be responsible for grading the Lot in accordance with the Design Review Manual, the Design Documents as approved by the DRC, and the overall drainage plan and system for the Development.
19. ENVIRONMENTAL LAWS. Builder acknowledges and accepts responsibility for ensuring compliance by Builder and its agents, employees, contractors, subcontractors or suppliers with environmental laws and regulations of any governmental authority with jurisdiction over the Lot and Development. [JPM COMBINE W/LAWS ABOVE]
20. SIGNAGE RESTRICTIONS. Builder agrees not to display signs, flags or banners of any kind or nature on the

Lot or within the Development without the prior written approval of the Developer and the DRC. Builder further agrees not to permit any such items to be displayed by Builder's agents, contractors, subcontractors or suppliers without the prior written approval of the Developer and the DRC. Notwithstanding the foregoing, Builder, at Builder's cost, may install one (1) Builder identification sign in accordance the Design Review Manual.

21. MODEL HOMES / SPEC HOMES. Builder will be entitled to construct a model or "spec" home within the Development by obtaining written consent of Developer, which may be withheld in Developer's sole discretion.
22. USE OF NAME OF THE DEVELOPMENT AND LOGO. Developer reserves all rights with respect to the name "Southern Hills Plantation" or any other derivative or similar name and any logos relating thereto. Builder shall not use, nor shall Builder permit to be used on its behalf, such names, logos or registered service marks in connection with the Lots or any advertising or promotional material, or in any other manner without the prior written approval of Developer, which approval may be withheld at Developer's sole and absolute discretion.
23. CONSTRUCTION BY OTHERS. Builder acknowledges that Developer has, or will establish, a participating builder program in the Development under which other builders will be operating within the Development. Developer agrees to not allow these builders to use the words "Approved Builder", "Preferred Builder", "Participating Builder", or any other such derivative or similar description in connection with advertising or promotional materials, or in any other manner, that would imply that Builder is part of Developer's participating builder program or otherwise approved to construct homes within the Development, other than the Lot and residence that is the subject of their Agreement.
24. INDEMNIFICATION. Builder agrees to indemnify, defend and hold harmless SHP Group LLC, a Delaware, and their respective partners or officers, employees and agents from any and all claims, losses, damages, causes of action, demands, and proceedings arising out of, or directly or indirectly related to, Builder's construction activities and the activities of its agents, employees, contractors, subcontractors or suppliers within the Development. This indemnity shall include attorney's and paralegal's fees and investigation costs and all other costs, expenses, and liabilities incurred in such litigation or any appeal from the date the aforementioned parties first receive notice of any actual or anticipated claim or demand. This paragraph shall survive any termination of this Agreement for any reason.
25. REPRESENTATIONS AND WARRANTIES OF BUILDER; ASSIGNMENT. Builder hereby warrants that it has full power and authority to enter into this Agreement and perform its obligations hereunder without the consent of any other person. All applications, construction agreements, building permits, occupational and professional licenses, and insurance coverages pursuant to this Agreement and Builder's construction activity on the Lot shall be in the name of Builder only as set forth in this Agreement, and no other individual, company or entity shall be recognized by the Developer or permitted to act on behalf of Builder. Builder may not assign or transfer any rights or obligations under this Agreement or any interest hereunder, in whole or part, without the prior written consent of Developer, which consent may be withheld for any reason or for no reason. Builder further represents and warrants to Developer that the individual signing this Agreement on behalf of Builder is authorized to execute this Agreement on behalf of Builder and bind Builder to the terms and conditions of this Agreement, without the joinder and consent of any other party. Builder has the creditworthiness and financial wherewithal to perform its obligations under this Agreement and any agreement between Builder and the Lot Owner, and there is no pending or threatened bankruptcy involving Builder or any of its assets.
26. APPLICABLE LAW AND VENUE. This Agreement shall be construed and interpreted under the laws of the State of Florida. Venue for any dispute arising under this Agreement shall lie exclusively in the courts located in Hernando County or Hillsborough County, Florida.
27. PREVAILING PARTY'S ATTORNEYS' FEES. In the event litigation is required by either party to enforce the terms of this Agreement, the prevailing party in such action shall, in addition to all other relief granted or awarded by the court, be entitled to judgment for reasonable attorneys' and paralegals' fees and costs incurred in connection with such action and incurred in preparation thereof, whether in mediations, arbitration, at trial, at both the trial and appellate levels, and in bankruptcy and probate proceedings. This paragraph shall survive termination of this Agreement for any reason.

28. CAPTIONS. The use of captions or titles herein is for the convenience of the parties and such captions or titles shall not control the interpretation of the text thereunder.
29. ENTIRE AGREEMENT. This Agreement, including Exhibits attached hereto, contains the entire understanding between the parties and all other representations, negotiations and agreements, written and oral, are superseded by this Agreement and are of no force and effect. This Agreement may be amended and modified only by instrument, in writing, executed by all parties hereto.
30. TIME. Time is of the essence of this Agreement; provided, however, the foregoing shall not be construed to undermine any express cure period afforded any party hereunder. In the event any date or deadline under this Agreement falls on a Saturday, Sunday or legal public holiday, then such date or deadline shall be extended to fall on the next business day.
31. THIRD-PARTY BENEFICIARIES. Nothing in this Agreement is intended, or shall be constructed, to confer upon or give any person, firm or corporation other than the parties hereto, any rights, remedies, obligations or liabilities under or by reason of this Agreement, or result in their being deemed a third-party beneficiary of this Agreement, except as otherwise expressly stated in this Agreement.
32. INVALIDITY. The invalidity or unenforceability of any term or provision of this Agreement or the non-application of any such term or provision to any person or circumstance shall not impair or affect the remainder of this Agreement, and the remaining terms and provisions hereof shall not be invalidated but shall remain in full force and effect.
33. ACCEPTANCE AND EFFECTIVE DATE. Builder's request to construct residences in the Development are subject to acceptance of this Agreement and Builder's Application by Developer, to be evidenced by Developer's execution of this Agreement and delivery of its counterpart to Builder. If Builder is not accepted by Developer, the Builder Application Fee and Construction Deposit paid pursuant to this Agreement shall be refunded in full within fifteen [15] business days after Developer's receipt of this Agreement, and such sums, from Builder. The Effective Date of this Agreement is the date of execution by the Developer, and delivery of its counterpart to Builder. This Agreement may be executed in counterparts and by facsimile, each of which when taken together shall constitute one and the same Agreement. This Agreement terminates annually on December 31, at which time a new Agreement will be provided to the Builder for acceptance.

*IN WITNESS WHEREOF, the undersigned have set their hands and seals hereto as of the day and year indicated under their signature.*

**BUILDER:**

**SHP GROUP LLC**  
A DELAWARE LIMITED LIABILITY COMPANY

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_  
(Date)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

19850 Southern Hills Blvd  
Brooksville, FL 34601  
Tel (352) 799-9898  
Fax (352) 799-9897

Tel: \_\_\_\_\_

Fax: \_\_\_\_\_

**Exhibit A: Builder Application**

| PREFERRED BUILDER AGREEMENT |  |
|-----------------------------|--|
| <b>Builder</b>              |  |
| <b>Lot Owner(s)</b>         |  |
| <b>Neighborhood / Lot</b>   |  |

**BACKGROUND STATEMENT**

- A. SHP Group LLC, a Delaware Limited Liability Company ("Developer") is developing a multi-phased residential golf community within the City of Brooksville in Hernando County, Florida, known as Southern Hills Plantation ("Development").
- B. Pursuant to the Declaration of Covenants and Restriction for Southern Hills Plantation recorded in O.R. Book 1914, Page 989, Official Records of Hernando County, Florida, as amended and supplemented from time to time (collectively, the "Declaration"), Developer has established the Southern Hills Plantation Design Review Committee ("DRC"), which has review and approval authority over all aspects of construction including, without limitation, the approval of all builders, architects and general contractors involved in the construction of residences within the Development as described in the Declaration.
- C. On behalf of the above-referenced Lot Owner(s) (herein collectively, "Lot Owner"), Builder has requested to be accepted and approved by the Developer for the construction of a residence in the Development. Builder represents and warrants it is "financially stable" and "experienced" in high-end residential construction as more fully set forth in this Agreement.

**STATEMENT OF AGREEMENT**

In consideration of the terms and conditions of this Agreement, Builder and Developer agree as follows:

- 1. RECEIPT AND REVIEW OF DOCUMENTS. Builder acknowledges that Builder has received and read the Design Review Manual and the Declaration prior to executing this Agreement. Builder agrees that its construction activity on the Lot and within the Development shall be subject to the standards, provisions and requirements of the Design Review Manual and the Declaration, as the same may be amended from time to time.
- 2. BUILDER APPLICATION. Builder has submitted to the Developer a Builder Application ("Application"), a copy of which is attached hereto as Exhibit A. Builder expressly warrants and represents that the information contained in the Application is true, complete and accurate, and contains no untrue statement of material fact, and does not omit any material fact. Builder hereby agrees to indemnify and hold harmless Lot Owner and Developer from any causes of action, claims or damages arising out of or related to any matter submitted in, or omitted from, in the Application submitted by Builder. Builder understands that the information contained in the Application and this Agreement will be relied upon by the Developer, and that said Application and this Agreement are an inducement for Developer to accept and approve Builder for construction of a custom home on the Lot. Upon review of the Application, Developer will approve or disapprove the Builder's Application in writing within ten (10) days after this Agreement is signed by Builder and a signed copy is received by Developer together with the Application Fee described in Section 6 below and the Construction Deposit described in Section 9 below. Developer may, but is not obligated, to state the reason for any such disapproval.
- 3. LIMITATION ON ACCEPTANCE. Builder acknowledges and agrees that acceptance and approval of Builder, if at all, by the Developer shall apply only for construction of single family residences Lots within the

4. RESPONSIBILITY FOR REVIEW AND ACCEPTANCE. Builder acknowledges and agrees that acceptance and approval of Builder for the construction of a residence on the Lot shall not impose any responsibility or obligation on Developer and Developer expressly does not, by its approval of Builder's application, warrant or represent (without limitation) Builder's experience, expertise, workmanship, business practices, reputation, or creditworthiness, or that of Builder's employees, contractors and subcontractors. The scope of Developer's review and acceptance of the Application shall be for the sole benefit of the Developer, and the Lot Owner shall be responsible for determining the experience, expertise, workmanship, business practices, reputation and creditworthiness of Builder as may be prudent and necessary.
5. DESIGN REVIEW COMMITTEE APPROVAL; COMPLIANCE WITH DESIGN DOCUMENTS; CHANGES TO PLANS. Builder acknowledges and agrees that all proposed plans and specifications (the "Design Documents") for construction of the residence (and appurtenances thereto) shall be approved in advance by the DRC. Builder agrees to complete site work, construction, landscaping and all other improvements in accordance with the Design Documents as approved in writing by the DRC for the Lot. Builder further agrees to submit all changes, including exterior color changes, for approval by the DRC prior to effecting any such changes. Builder acknowledges and agrees that Builder may be required by the DRC to correct, restore or replace at Builder's expense any construction not substantially completed in accordance with Design Documents as approved by the DRC.
6. BUILDER APPLICATION FEE. Simultaneous with Builder's execution of this Agreement and delivery thereof to Developer, Builder agrees to pay a non-refundable Builder Application Fee of \$500.00 to the SHP Group LLC, for costs associated with the review of the Builder Application. The Builder Application Fee is non-refundable upon payment thereof notwithstanding the Application may be disapproved by Developer.
7. HOME CONSTRUCTION. Builder hereby acknowledges and agrees that Builder does not have the right to, nor shall Builder obtain a building permit, to construct or commence construction of a home on the above-referenced Lot within the Development until the Lot Owner have closed on the Lot and have obtained approval of the DRC as provided in the Design Review Manual and by the Declaration. Builder shall diligently prosecute to completion such construction within 240 days after obtaining a building permit for such construction unless otherwise approved by the Developer in writing. Builder shall be solely responsible for, and shall indemnify, defend and hold Developer harmless from and against, any and all liability, damage, cost, expense action or cause of action for personal injury, property damage, or otherwise, arising as a result of, or in any way connected with, Builder's construction activities within the Development, whether prior to commencement of construction or after completion of construction including, without limitation, any cost or liability arising from a violation of any permits or approvals affecting the Development or construction on the Lot. All construction performed by or at the direction of Builder within the Development shall be performed in compliance with the Design Review Manual and the Declaration, which are incorporated here by this reference and all applicable laws, all of which shall be deemed a material part of this Agreement.
8. DAMAGE TO IMPROVEMENTS. Builder shall be solely responsible for the cost and expense necessary to and repair or replacement of any improvements damaged or destroyed by Builder or Builder's agents, employees, contractors, subcontractors or suppliers within the Development. Builder agrees to effect, at its sole cost and expense, whatever repairs or replacement may be required to restore any damaged utilities, infrastructure, drainage improvements and facilities, erosion control devices, vertical improvements, and any other property to their original condition in accordance with the approved plans for the Development within ten (10) days of the occurrence of any such damage, subject to extension on account of reasonable delays caused by matters beyond Builder's reasonable control. If Builder fails to cause any necessary repairs within such 10-day period, subject to permitted extensions, then Builder shall be deemed in default under this Agreement and in addition to any other rights and remedies available to the Developer hereunder on account of Builder's default, Developer shall have the right to effect such repairs at Builder's cost and expense, to be reimbursed by Builder to Developer within ten (10) days of written demand therefore from Developer, or Developer shall have the right to reimburse itself from the Construction Deposit (as defined and provided for in Section 9 below of this Agreement). Builder shall indemnify and hold harmless the Developer, the Association, and the Southern Hills Plantation I Community Development District (the "CDD") from and against any and all damage, expense or loss caused by Builder, its agents, employees, contractors, subcontractors or suppliers to any portion of the Development, or any equipment or improvements located therein or in any adjacent lands, streets or rights-of-way, including, without limitation, damage caused to the Lots, paved streets, curbs, gutters, drainage systems, erosion control devices, sanitary sewer lines, telephone lines, water lines, electrical lines, cable television lines, trees and landscaped areas.

9. CONSTRUCTION DEPOSIT. Simultaneous with Builder's execution of this Agreement, Builder shall deliver a Construction Deposit (the "Construction Deposit") of \$3,000.00 to the SHP Group LLC. The Construction Deposit shall be held by Developer pursuant to the terms and conditions of this Agreement. Developer for itself or on behalf of the Southern Hills Homeowners Association, Inc. (the "Association") may draw upon Builder's Construction Deposit and may use such funds as necessary to cover the cost of damage to improvements described in Section 8 above of this Agreement and items set forth in the Design Review Manual or Declaration. Builder agrees to replenish upon demand by Developer any portion of the Construction Deposit expended pursuant to Developer's right under this Agreement, plus any amounts expended in excess of the Construction Deposit. Upon completion of construction and satisfaction of the requirements set forth in the Design Review Manual and Declaration, the Developer shall release the Construction Deposit, less any funds expended thereby, within fifteen (15) days of request upon the submittal of a Construction Deposit Refund Request form. Upon completion of construction of the residence, to the extent that the Construction Deposit is depleted and any reimbursements amounts are due from the Builder to Developer, such outstanding amounts shall constitute continuing and surviving obligations of Builder, and shall accrue interest at the rate of 12% per annum from the date due until paid by Builder to Developer.
10. MARKETING FEE. In consideration of Developer's approval of Builder's Application and in consideration of the opportunity to use marketing signage in the Development pursuant to the terms, conditions and restrictions described in Section 19 below, Builder agrees to pay to Developer a Marketing Fee as described in this Section. At the earlier of closing of the construction financing or the slab payment, Builder shall deliver to Developer a true and complete copy of the construction contract between Builder and Lot Owner, together with a Marketing Fee to Developer in an amount equal to one percent (1%) of the price of constructing the residence evidenced by the construction contract including, without limitation, the cost of all upgrades, furnishings, fixtures, options and additions unless otherwise modified by a separate agreement between Developer and Builder.
11. SALES COMMISSION. In the event that GreenPointe Realty, LLC, procures the sale, a 2.25% commission will be paid to GreenPointe Realty, LLC, at the time the slab is complete. In the event an outside agent procures the sale, then the applicable commission would be due upon slab construction.
12. IMPACT FEES. Developer intends for Developer, the CDD, or one of the other community development districts in the Development, to finance and cause the completion of certain infrastructure improvements and/or provide for certain dedications associated with the Development and the surrounding lands as may be required by the City of Brooksville and/or Hernando County pursuant to the Development Agreements or conditions imposed with respect to development of the Development and the balance of the lands (collectively, the "Development Agreements"). Pursuant to the terms of the Development Agreements, the Developer and/or the CDD or another community development district in the Development, will receive impact fee credits ("Impact Fee Credits") on account of such infrastructure improvements and dedications, which shall be allocated among all portions of the Development, including the Lots. To the extent that Developer, the CDD or any other community development district in the Development, pays impact fees to the City of Brooksville or Hernando County, or provides infrastructure construction that is impact fee creditable in connection with development of the Development, Builder shall reimburse Developer, the CDD, or the applicable community development district, as directed by Developer, for impact fees payable on the Lot at the then-current rate charged by the City of Brooksville or Hernando County, as applicable, in consideration for an assignment of impact fee credits in favor of Lot Owner. Builder shall reimburse such amounts to Developer prior to final DRC approval, and Developer shall deliver a fully-executed and acknowledged Assignment of Impact Fee Credits to Lot Owner within five (5) business days of Developer's receipt of such impact fee reimbursement from Builder. Notwithstanding the foregoing, Builder hereby acknowledges and agrees that it is Builder's sole responsibility to pay, at Builder's sole cost and expense, all impact fees and development-related charges required for the development and construction on the Lot, and shall pay impact fees directly to Hernando County or the City of Brooksville to the extent, and in the event, impact fee credits are not available from Developer, the CDD or any other community development district within the Development; provided that Builder shall not be required to pay impact fees more than once.
13. COMPLIANCE WITH LAWS. Builder shall construct the residence on the above-referenced Lot in accordance with the Subdivision Plans, the provisions of the Declaration, the design Review Manual, and all applicable governmental laws, regulations, rules and requirements (collectively, the "Applicable Laws"). Builder shall indemnify, defend and hold Developer harmless from and against any and all damages, costs or liabilities resulting from violations of, or non-compliance with any of the Applicable Laws caused by the construction of (or failure to construct) a residence on the above-referenced Lot or other construction activity of the Builder, or Builder's agents, employees, contractors, subcontractors or suppliers within the Development.

14. LIABILITY INSURANCE. At least thirty (30) days prior to commencing construction on the Lot, Builder shall deliver to the Developer a certificate of insurance for comprehensive public liability and property damage insurance, insuring Builder with respect to its activities in the Development, and naming the Developer as additional insured. Such insurance shall have minimum limits of \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate, and shall be maintained in effect so long as Builder is engaging in construction within the Development. The certificate(s) delivered shall provide that such insurance may not be cancelled, terminated, or allowed to expire without the insurer delivering to Developer at least thirty (30) days' prior written notice thereof. Such certificates shall be supplied in the name of the Builder as shown on this Agreement.
15. DEFAULT AND REMEDIES. Builder accepts responsibility for ensuring compliance with the terms and conditions of this Agreement, the Declaration and the Design Review Manual by its agents, employees, contractors, subcontractors and suppliers. If Builder defaults in any of its obligations hereunder or violates any provision of the Declaration or Design Review Manual, either directly or indirectly through its agents, employees, contractors, subcontractors or suppliers, the Developer, the Association, and the CDD shall have the right, but not the obligation, to remedy or take action to remedy such default or violation. Such action may include, without limitation, any or all of the following: (a) to collect fines for violations; (b) to prohibit any violating agent, trade contractor or employee of Builder from temporarily or permanently performing any further services within the Development; (c) to remove or cure the default or violation and collect from, upon demand, any costs incurred by Developer, the Association and the CDD; (d) to bring suit at law to recover all damages incurred by Developer, the Association or the CDD, as applicable; and/or (e) to avail itself of the equitable remedy of specific performance as to any obligations not compensable by monetary damages. In the event it becomes necessary for the Developer to temporarily or permanently prohibit any agent, employee, contractor, subcontractor or supplier of Builder from performing services within the Development, Builder shall indemnify and hold Developer, the Association and the CDD harmless from and against all claims, damages, losses, and expenses, as provided in Section 23 of this Agreement, that may be incurred or suffered by the Developer, the Association or the CDD as a result of taking such action against any agent, employee, contractor, subcontractor or supplier of Builder.
16. PERMITS & INSPECTIONS. Builder shall be solely responsible for obtaining all governmental approvals necessary for construction of the residence on the Lot and all appurtenances thereto, including, without limitation, building permits and inspections from governmental agencies having jurisdiction over such Lot. The building permit for construction of a home on the Lot may not be issued to the Lot Owner or assigned by the Builder to the Lot Owner or to other parties without the express written approval of the Developer, which may be withheld in Developer's sole discretion.
17. CONSTRUCTION TRAILERS. If Builder is constructing a residence on a Lot designated as a "Mansion Lot" by Developer, then Builder shall not be entitled to maintain a construction trailer within the Development, notwithstanding anything in this Agreement or the Design Review Manual to the contrary.
18. GRADING AND DRAINAGE. Builder shall be responsible for grading the Lot in accordance with the Design Review Manual, the Design Documents as approved by the DRC, and the overall drainage plan and system for the Development.
19. ENVIRONMENTAL LAWS. Builder acknowledges and accepts responsibility for ensuring compliance by Builder and its agents, employees, contractors, subcontractors or suppliers with environmental laws and regulations of any governmental authority with jurisdiction over the Lot and Development. [JPM COMBINE W/LAWS ABOVE]
20. SIGNAGE RESTRICTIONS. Builder agrees not to display signs, flags or banners of any kind or nature on the Lot or within the Development without the prior written approval of the Developer and the DRC. Builder further agrees not to permit any such items to be displayed by Builder's agents, contractors, subcontractors or suppliers without the prior written approval of the Developer and the DRC. Notwithstanding the foregoing, Builder, at Builder's cost, may install one (1) Builder identification sign in accordance with the Design Review Manual.
21. NO MODEL HOMES. In no event will Builder be entitled to construct a model or "spec" home within the Development without obtaining the prior written consent of Developer, which may be withheld in Developer's sole discretion. Builder warrants, represents and agrees that Developer is approving Builder solely for the purpose of constructing a specific residence on a specific Lot in which the Lot Owner will reside.



22. USE OF NAME OF THE DEVELOPMENT AND LOGO. Developer reserves all rights with respect to the name "Southern Hills Plantation" or any other derivative or similar name and any logos relating thereto. Builder shall not use, nor shall Builder permit to be used on its behalf, such names, logos or registered service marks in connection with the Lots or any advertising or promotional material, or in any other manner without the prior written approval of Developer, which approval may be withheld at Developer's sole and absolute discretion.
23. CONSTRUCTION BY OTHERS. Builder acknowledges that Developer has, or will establish, a participating builder program in the Development under which other builders will be operating within the Development. Builder agrees not to use the words "Approved Builder", "Preferred Builder", "Participating Builder", or any other such derivative or similar description in connection with advertising or promotional materials, or in any other manner, that would imply that Builder is part of Developer's participating builder program or otherwise approved to construct homes within the Development, other than the Lot and residence that is the subject of this Agreement.
24. INDEMNIFICATION. Builder agrees to indemnify, defend and hold harmless SHP Group LLC, and their respective partners or officers, employees and agents from any and all claims, losses, damages, causes of action, demands, and proceedings arising out of, or directly or indirectly related to, Builder's construction activities and the activities of its agents, employees, contractors, subcontractors or suppliers within the Development. This indemnity shall include attorney's and paralegal's fees and investigation costs and all other costs, expenses, and liabilities incurred in such litigation or any appeal from the date the aforementioned parties first receive notice of any actual or anticipated claim or demand. This paragraph shall survive any termination of this Agreement for any reason.
25. REPRESENTATIONS AND WARRANTIES OF BUILDER; ASSIGNMENT. Builder hereby warrants that it has full power and authority to enter into this Agreement and perform its obligations hereunder without the consent of any other person. All applications, construction agreements, building permits, occupational and professional licenses, and insurance coverages pursuant to this Agreement and Builder's construction activity on the Lot shall be in the name of Builder only as set forth in this Agreement, and no other individual, company or entity shall be recognized by the Developer or permitted to act on behalf of Builder. Builder may not assign or transfer any rights or obligations under this Agreement or any interest hereunder, in whole or part, without the prior written consent of Developer, which consent may be withheld for any reason or for no reason. Builder further represents and warrants to Developer that the individual signing this Agreement on behalf of Builder is authorized to execute this Agreement on behalf of Builder and bind Builder to the terms and conditions of this Agreement, without the joinder and consent of any other party. Builder has the creditworthiness and financial wherewithal to perform its obligations under this Agreement and any agreement between Builder and the Lot Owner, and there is no pending or threatened bankruptcy involving Builder or any of its assets.
26. APPLICABLE LAW AND VENUE. This Agreement shall be construed and interpreted under the laws of the State of Florida. Venue for any dispute arising under this Agreement shall lie exclusively in the courts located in Hernando County or Hillsborough County, Florida.
27. PREVAILING PARTY'S ATTORNEYS' FEES. In the event litigation is required by either party to enforce the terms of this Agreement, the prevailing party in such action shall, in addition to all other relief granted or awarded by the court, be entitled to judgment for reasonable attorneys' and paralegals' fees and costs incurred in connection with such action and incurred in preparation thereof, whether in mediations, arbitration, at trial, at both the trial and appellate levels, and in bankruptcy and probate proceedings. This paragraph shall survive termination of this Agreement for any reason.
28. CAPTIONS. The use of captions or titles herein is for the convenience of the parties and such captions or titles shall not control the interpretation of the text thereunder.
29. ENTIRE AGREEMENT. This Agreement, including Exhibits attached hereto, contains the entire understanding between the parties and all other representations, negotiations and agreements, written and oral, are superseded by this Agreement and are of no force and effect. This Agreement may be amended and modified only by instrument, in writing, executed by all parties hereto.
30. TIME. Time is of the essence of this Agreement; provided, however, the foregoing shall not be construed to undermine any express cure period afforded any party hereunder. In the event any date or deadline under this Agreement falls on a Saturday, Sunday or legal public holiday, then such date or deadline shall be extended to fall on the next business day.

31. THIRD-PARTY BENEFICIARIES. Nothing in this Agreement is intended, or shall be constructed, to confer upon or give any person, firm or corporation other than the parties hereto, any rights, remedies, obligations or liabilities under or by reason of this Agreement, or result in their being deemed a third-party beneficiary of this Agreement, except as otherwise expressly stated in this Agreement.
32. INVALIDITY. The invalidity or unenforceability of any term or provision of this Agreement or the non-application of any such term or provision to any person or circumstance shall not impair or affect the remainder of this Agreement, and the remaining terms and provisions hereof shall not be invalidated but shall remain in full force and effect.
33. ACCEPTANCE AND EFFECTIVE DATE. Builder's request to construct a residence on the above-referenced Lot is subject to acceptance of this Agreement and Builder's Application by Developer, to be evidenced by Developer's execution of this Agreement and delivery of its counterpart to Builder. If Builder is not accepted by Developer, the Builder Application Fee and Construction Deposit paid pursuant to this Agreement shall be refunded in full within fifteen [15] business days after Developer's receipt of this Agreement, and such sums, from Builder. The Effective Date of this Agreement is the date of execution by the Developer, and delivery of its counterpart to Builder. This Agreement may be executed in counterparts and by facsimile, each of which when taken together shall constitute one and the same Agreement.

*IN WITNESS WHEREOF, the undersigned have set their hands and seals hereto as of the day and year indicated under their signature.*

**BUILDER:**

**SHP GROUP LLC**  
A DELAWARE LIMITED LIABILITY COMPANY

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_ (Date)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

19850 Southern Hills Blvd  
Brooksville, FL 34601  
Tel (352) 799-9898  
Fax (352) 799-9897

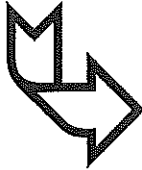
Tel: \_\_\_\_\_

Fax: \_\_\_\_\_

**Exhibit A: Builder Application**

|   |                |           |
|---|----------------|-----------|
| <b>EXHIBIT:</b><br><b>Final Design Review Application for<br/>Custom Approval</b> | <b>SECTION</b> | 7.6       |
|   | <b>PAGE</b>    | 1         |
|   | <b>DATE</b>    | 8/03/2007 |

*As part of Step 5 for custom home approval, the Applicant must submit the Final Design Review Application in this section for approval by the DRC. This application applies to Estate Lots, Grand Estate Lots and Mansion and Retreat Lots.*



# Southern Hills

PLANTATION CLUB

## FINAL DESIGN REVIEW APPLICATION FOR CUSTOM APPROVAL Conceptual Review of Custom Home Plans

|                            |  |                         |  |
|----------------------------|--|-------------------------|--|
| <b>To</b>                  | DRC Administrator  |                         |  |
| <b>Applicant</b>           |  |                         |  |
| <b>Builder</b>             |  |                         |  |
| <b>Purchaser [if any]</b>  |  |                         |  |
| <b>Neighborhood/Lot</b>    |  |                         |  |
| <b>Property Address</b>    |  |                         |  |
| <b>Lot Type</b>            | <input type="checkbox"/> Estate <input type="checkbox"/> Grand Estate <input type="checkbox"/> Mansion <input type="checkbox"/> Retreats |                         |  |
| <b>Plan Type</b>           | <input type="checkbox"/> Model Home <input type="checkbox"/> Spec Home <input type="checkbox"/> Pre-Sale Home                            |                         |  |
| <b>AC Sq. Ft.</b>          |  | <b>Over All Sq. Ft.</b> |  |
| <b>Lot Coverage %</b>      |  | <b>Base Price</b>       |  |
| <b>Architectural Style</b> |  |                         |  |

### CERTIFIED, ACKNOWLEDGED AND AGREED BY APPLICANT

*Applicant certifies the air-conditioned square footage to be true and correct. If approved by the DRC, Applicant agrees to construct the home and related improvements in accordance with this Application and the Design Review Manual. All changes must be approved in advance by submitting a Request for Change to the DRC.*

Applicant Signature [Lot Owner]

Date:

### ATTACH COPIES OF THE FOLLOWING ITEMS AND DESIGN DOCUMENTS

- |   |  |
|---|--|
| <input type="checkbox"/> Final Design Review Application [2 copies]<br><input type="checkbox"/> Product Photos and Literature [2 copies]<br><input type="checkbox"/> Topographic Survey [2 copies]<br><input type="checkbox"/> Tree Survey [2 copies]<br><input type="checkbox"/> Lot Grading Plan [2 copies]<br><input type="checkbox"/> Site Plan [2 copies]<br><input type="checkbox"/> Floor Plans [2 copies] | <input type="checkbox"/> Wall Sections [2 copies]<br><input type="checkbox"/> Basement Section / Foundation Drainage Details [2 copies] [sealed][if applicable]<br><input type="checkbox"/> Exterior Elevations [2 copies for each elevation]<br><input type="checkbox"/> Roof Plans [2 copies]<br><input type="checkbox"/> Pool Plans [2 copies] [if applicable]<br><input type="checkbox"/> Screen Enclosure Plans [2 copies] [if applicable]<br><input type="checkbox"/> Retaining Wall Details [2 copies][if applicable] |
|---|--|

### DRC ACTION

**Date Received**

**Approval Status**

APPROVED as Submitted     APPROVED with Stipulations     DISAPPROVED

### ISSUED BY

DRC Administrator Signature

Date

**FINAL DESIGN REVIEW APPLICATION  
FOR CUSTOM APPROVAL**  
Conceptual Review of Custom Home Plans

**COLOR CHIP SHEET**

|   |   |                          |
|---|---|--------------------------|
| <b>Applicant</b>  |   |                          |
| <b>Neighborhood / Lot</b>   |   |                          |
| <b>Property Address</b>   |   |                          |
| <b>APPLIES TO:</b>  |   | <b>CHIP #1</b>           |
| <input type="checkbox"/> Stucco: Main Body<br><input type="checkbox"/> Stucco: Bands/Quoins<br><input type="checkbox"/> Siding<br><input type="checkbox"/> Fascia<br><input type="checkbox"/> Soffit<br><input type="checkbox"/> Front Door | <input type="checkbox"/> Garage Door<br><input type="checkbox"/> Shutters<br><input type="checkbox"/> Window Frames<br><input type="checkbox"/> Columns<br><input type="checkbox"/> Louvered Vents<br><input type="checkbox"/> Railings | [ATTACH COLOR CHIP HERE] |
| <b>APPLIES TO:</b>  |   | <b>CHIP #2</b>           |
| <input type="checkbox"/> Stucco: Main Body<br><input type="checkbox"/> Stucco: Bands/Quoins<br><input type="checkbox"/> Siding<br><input type="checkbox"/> Fascia<br><input type="checkbox"/> Soffit<br><input type="checkbox"/> Front Door | <input type="checkbox"/> Garage Door<br><input type="checkbox"/> Shutters<br><input type="checkbox"/> Window Frames<br><input type="checkbox"/> Columns<br><input type="checkbox"/> Louvered Vents<br><input type="checkbox"/> Railings | [ATTACH COLOR CHIP HERE] |
| <b>APPLIES TO:</b>  |   | <b>CHIP #3</b>           |
| <input type="checkbox"/> Stucco: Main Body<br><input type="checkbox"/> Stucco: Bands/Quoins<br><input type="checkbox"/> Siding<br><input type="checkbox"/> Fascia<br><input type="checkbox"/> Soffit<br><input type="checkbox"/> Front Door | <input type="checkbox"/> Garage Door<br><input type="checkbox"/> Shutters<br><input type="checkbox"/> Window Frames<br><input type="checkbox"/> Columns<br><input type="checkbox"/> Louvered Vents<br><input type="checkbox"/> Railings | [ATTACH COLOR CHIP HERE] |
| <b>APPLIES TO:</b>  |   | <b>CHIP #4</b>           |
| <input type="checkbox"/> Stucco: Main Body<br><input type="checkbox"/> Stucco: Bands/Quoins<br><input type="checkbox"/> Siding<br><input type="checkbox"/> Fascia<br><input type="checkbox"/> Soffit<br><input type="checkbox"/> Front Door | <input type="checkbox"/> Garage Door<br><input type="checkbox"/> Shutters<br><input type="checkbox"/> Window Frames<br><input type="checkbox"/> Columns<br><input type="checkbox"/> Louvered Vents<br><input type="checkbox"/> Railings | [ATTACH COLOR CHIP HERE] |

**FINAL DESIGN REVIEW APPLICATION  
FOR CUSTOM APPROVAL**  
Conceptual Review of Custom Home Plans

|                         |  |
|-------------------------|--|
| <b>Applicant</b>        |  |
| <b>Neighborhood/Lot</b> |  |
| <b>Street Address</b>   |  |

**SITE PLAN: ATTACH 2 COPIES SHOWING THE FOLLOWING ITEMS AS APPLICABLE**

|   |  |
|---|--|
| <input type="checkbox"/> Property Lines with dimensions<br><input type="checkbox"/> Easements with dimensions<br><input type="checkbox"/> Building setback lines with dimensions<br><input type="checkbox"/> Building location with dimensions<br><input type="checkbox"/> Building corners with dimensions to property line<br><input type="checkbox"/> Finish floor elevations<br><input type="checkbox"/> Driveway and apron dimensions<br><input type="checkbox"/> Existing and proposed grades at lot corners<br><input type="checkbox"/> Existing and proposed grades along side property lines<br><input type="checkbox"/> Arrows showing direction of drainage flow | <input type="checkbox"/> Sidewalks and walkways<br><input type="checkbox"/> Above-ground utilities on lot or in adjacent ROWs<br><input type="checkbox"/> Street light locations in adjacent ROWs<br><input type="checkbox"/> Mailbox location<br><input type="checkbox"/> Porches, patios, pools and decks with dimensions<br><input type="checkbox"/> Fences and walls<br><input type="checkbox"/> HVAC equipment and screening<br><input type="checkbox"/> Pool equipment and screening<br><input type="checkbox"/> Retaining walls and tree wells<br><input type="checkbox"/> Trees to be saved [6" and over caliper at breast height] |
|---|--|

- **DRC STIPULATIONS (STIPULATIONS ARE BINDING ON APPLICANTS)**
- **INDICATE CHANGES [IF ANY] TO MASTER APPROVAL**
- **ATTACH PLANS AND SKETCHES AS NECESSARY**

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**FINAL DESIGN REVIEW APPLICATION  
FOR CUSTOM APPROVAL**  
Conceptual Review of Custom Home Plans

**EXTERIOR MATERIAL AND FINISH SCHEDULE**

| Applicant | Neighborhood/Lot | Property Address | Item                                    | Manufacturer, Model, Series and/or Description | Finish, Color and/or Pattern | Submit With              |                          |                          |
|-----------|------------------|------------------|---|--|------------------------------|--------------------------|--------------------------|--------------------------|
|           |                  |                  |   |  |                              | B&W Copy                 | Color Copy               | Product Literature       |
|           |                  |                  | Roof Shingles                           |  |                              | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|           |                  |                  | Chimney Cap/Cowling                     |  |                              | <input type="checkbox"/> |                          |                          |
|           |                  |                  | Fascia                                  |  |                              |                          |                          |                          |
|           |                  |                  | Soffit                                  |  |                              |                          |                          |                          |
|           |                  |                  | Louvered Vents                          |  |                              |                          |                          |                          |
|           |                  |                  | Fiber-Cement Siding<br>Hardboard Siding |  |                              |                          |                          |                          |
|           |                  |                  | Brick                                   |  |                              | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|           |                  |                  | Stone                                   |  |                              | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
|           |                  |                  | Windows                                 |  |                              | <input type="checkbox"/> |                          |                          |
|           |                  |                  | Columns                                 |  |                              | <input type="checkbox"/> |                          |                          |
|           |                  |                  | Shutters                                |  |                              | <input type="checkbox"/> |                          | <input type="checkbox"/> |
|           |                  |                  | Railings                                |  |                              | <input type="checkbox"/> |                          |                          |
|           |                  |                  | Front Door                              |  |                              | <input type="checkbox"/> |                          |                          |
|           |                  |                  | Garage Door                             |  |                              | <input type="checkbox"/> |                          | <input type="checkbox"/> |
|           |                  |                  | Driveways                               |  |                              |                          | <input type="checkbox"/> | <input type="checkbox"/> |
|           |                  |                  | Walkways                                |  |                              |                          | <input type="checkbox"/> | <input type="checkbox"/> |



**CHECKLIST**  
**FINAL DESIGN REVIEW APPLICATION**  
**FOR CUSTOM APPROVAL**  
**Conceptual Review of Custom Home Plans**

**SITE PLAN**

|    |  |    |  |
|----|--|----|--|
| 1  | Property lines with dimensions                         | 11 | Sidewalks and walkways                                   |
| 2  | Easements with dimensions                              | 12 | Above-ground utilities on lot or in adjacent ROWs        |
| 3  | Building setback lines with dimensions                 | 13 | Street light locations in adjacent ROWs                  |
| 4  | Building location with dimensions                      | 14 | Mailbox location   |
| 5  | Building corners with dimensions to property lines     | 15 | Porches, patios, pools and decks with dimensions         |
| 6  | Finish floor elevations                                | 16 | Fences and walls   |
| 7  | Driveways and aprons with dimensions                   | 17 | HVAC equipment and screening                             |
| 8  | Existing and proposed grades at lot corners            | 18 | Pool equipment and screening                             |
| 9  | Existing and proposed grades along side property lines | 19 | Retaining walls and tree wells                           |
| 10 | Arrows showing direction of drainage flow              | 20 | Trees to be saved [6" and over caliper at breast height] |

**FOUNDATION REVIEW**

|   |   |
|---|---|
| 1 | Property lines with dimensions                              |
| 2 | Conservation areas, wetlands, upland buffers and shorelines |
| 3 | Easements with dimensions                                   |
| 4 | Building setback lines with dimensions                      |
| 5 | Building location with dimensions                           |
| 6 | Building corners with dimensions to property lines          |
| 7 | Top of curb grade at center of front property line          |
| 8 | Footing or slab elevation [as applicable]                   |

NOTE: Foundation surveys must be sealed and include the required certification. Minimum scale: 1" = 20'

**FINAL INSPECTION AND SUBMITTAL**

|   |  |  |
|---|--|--|
| 1 | Certificate of Occupancy   | One (1) photo copy                           |
| 2 | Final Survey [see checklist below] [minimum scale: 1" = 20']               | One (1) original with seal                   |
| 3 | Final Lot Grading As Built [see checklist below] [minimum scale: 1" = 20'] | One (1) original with seal and certification |
| 4 | DRC Inspection   | As may be required by the DRC                |

**FINAL SURVEY**

|   |  |    |  |
|---|--|----|--|
| 1 | Property lines with dimensions                           | 7  | Driveways and aprons with dimensions           |
| 2 | Conservation areas, wetlands, upland buffers, shorelines | 8  | Walkways                                       |
| 3 | Easements with dimensions                                | 9  | Porches, patios and pool decks with dimensions |
| 4 | Building setback lines with dimensions                   | 10 | Fences   |
| 5 | Building location with dimensions                        | 11 | Retaining walls                                |
| 6 | Building corners with dimensions to property line        |    |  |

**FINAL LOT GRADING AS BUILT CHECKLIST ❶**

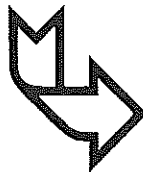
|   |   |   |                                    |
|---|---|---|------------------------------------|
| 1 | Final grades for homesite corners         | 4 | Final grades for structure corners |
| 2 | High / low points and breaks in grade     | 5 | Swale grades [if applicable]       |
| 3 | Arrows showing direction of drainage flow |   |                                    |

❶ Final Lot Grading As Built details may be shown on the Final Survey. Minimum scale: 1" = 20'.

**EXHIBIT:**  
**Landscape Review Application  
For Custom Approval**

|                |         |
|----------------|---------|
| <b>SECTION</b> | 7.07    |
| <b>PAGE</b>    | 1       |
| <b>DATE</b>    | 5/24/05 |

*As part of Step 9 for custom home approval, the Applicant must submit a Landscape Review Application for the approval of landscaping and exterior lighting for custom homes on Estate Lots, Grand Estate Lots, Mansion or Retreat Lots. The form in this section may be submitted along with a Final Design Review Application or anytime thereafter, but prior to commencement of landscaping.*



# Southern Hills

PLANTATION CLUB

| <b>LANDSCAPE REVIEW APPLICATION<br/>FOR CUSTOM APPROVAL</b><br><small>Use for approval of landscaping and exterior lighting</small>  |   |
|--|---|
| <b>To</b>  | DRC Administrator   |
| <b>Applicant</b>   |   |
| <b>Purchaser [if any]</b>  |   |
| <b>Neighborhood / Lot</b>  |   |
| <b>Street Address</b>  |   |
| <b>Lot Type</b>  | <input type="checkbox"/> Estate <input type="checkbox"/> Grand Estate <input type="checkbox"/> Mansion <input type="checkbox"/> Retreat                               |
| <b>Plan Type</b>   | <input type="checkbox"/> Custom Home on Owner's Lot <input type="checkbox"/> Model Home by Merchant Builder<br><input type="checkbox"/> Spec Home by Merchant Builder |
| <b>Landscape Budget</b>  | \$  |
| <b>Est. Lot / Home Price</b>   | \$  |
| <b>ACKNOWLEDGED AND AGREED BY APPLICANT:</b>   |   |
| If approved by the DRC, Applicant agrees to complete landscaping and related improvements in accordance with this Application and the Design Review Manual. All changes must be approved in advance by submitting a Request for Change to the DRC. |   |
| Applicant Signature [ <i>Lot Owner</i> ]   | Date Submitted  |
| <b>ATTACH COPIES OF THE FOLLOWING ITEMS AND DESIGN DOCUMENTS</b>   |   |
| <input type="checkbox"/> Landscape Review Application [ <i>1 copy</i> ]  | <input type="checkbox"/> Landscape Plans [ <i>1 copy</i> ] (11x17) 1:20 Scale   |
| <b>DRC ACTION</b>  |   |
| <b>Date Received</b>   |   |
| <b>Approval Status</b>   | <input type="checkbox"/> APPROVED as Submitted <input type="checkbox"/> APPROVED with Stipulations <input type="checkbox"/> DISAPPROVED                               |
| <b>DRC STIPULATIONS [IF ANY] ▪ STIPULATIONS ARE BINDING ON APPLICANTS</b>  |   |
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| <b>ISSUED BY</b>   |   |
| DRC Administrator Signature  | Date  |

**LANDSCAPE REVIEW APPLICATION  
FOR CUSTOM APPROVAL**

Use to request approval for landscaping and exterior lighting

**Landscape Material Schedule and Budget**

| Applicant   |             |                    |        |        |         |      |                     |              |  |  |  |
|---|-------------|--------------------|--------|--------|---------|------|---------------------|--------------|--|--|--|
| Neighborhood / Lot  |             |                    |        |        |         |      |                     |              |  |  |  |
| Street Address  |             |                    |        |        |         |      |                     |              |  |  |  |
| CODE LANDSCAPE MATERIALS TO LANDSCAPE PLANS - LANDSCAPE LIGHTING MUST BE SPECIFIED ON LANDSCAPE PLANS |             |                    |        |        |         |      |                     |              |  |  |  |
| CODE TO PLANS   | COMMON NAME | Caliper or Gallons | Height | Spread | Spacing | Qty. | Wholesale Unit Cost | Total        |  |  |  |
|   |             |                    |        |        |         |      |                     |              |  |  |  |
|   |             |                    |        |        |         |      |                     |              |  |  |  |
|   |             |                    |        |        |         |      |                     |              |  |  |  |
|   |             |                    |        |        |         |      |                     |              |  |  |  |
|   |             |                    |        |        |         |      |                     |              |  |  |  |
|   |             |                    |        |        |         |      |                     |              |  |  |  |
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|   |             |                    |        |        |         |      |                     |              |  |  |  |
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|   |             |                    |        |        |         |      |                     |              |  |  |  |
|   |             |                    |        |        |         |      |                     |              |  |  |  |
|   |             |                    |        |        |         |      |                     | <b>TOTAL</b> |  |  |  |

**CHECKLIST**  
**LANDSCAPE REVIEW APPLICATION**  
**FOR CUSTOM APPROVAL**

Use to request approval for landscaping and exterior lighting

| APPLICATION AND DESIGN DOCUMENT CHECKLIST |  | NO. OF SETS |
|---|--|-------------|
| 1   | Landscape Review Application   | 2           |
| 2   | Landscape Plan [ <i>see checklist below</i> ] [ <i>minimum scale: 1" = 20'</i> ] | 2           |
| 3   | Topographic Survey [ <i>minimum scale: 1" = 20'</i> ]                            | 2           |
| 4   | Tree Survey [ <i>minimum scale: 1" = 20'</i> ]                                   | 2           |
| LANDSCAPE PLAN CHECKLIST                  |  |             |
| 1   | Property lines with dimensions   |             |
| 2   | Easements  |             |
| 3   | Building location  |             |
| 4   | Driveways, walkways and sidewalks  |             |
| 5   | Porches, patios, pools and decks   |             |
| 6   | Fences and walls   |             |
| 7   | HVAC equipment and screening   |             |
| 8   | Pool equipment and screening   |             |
| 9   | Mailbox location   |             |
| 10  | Utility lines / equipment  |             |
| 11  | Landscape lighting   |             |
| 12  | Retaining walls and tree wells   |             |
| 13  | Trees to be saved [ <i>6" and over caliper @ breast height</i> ]                 |             |
| 14  | Proposed trees, shrubs, ground cover and mulch                                   |             |
| 15  | Proposed sodded areas  |             |
| 16  | Mulched natural areas [ <i>under-brushed and weeded</i> ]                        |             |

**EXHIBIT:**  
**Construction Deposit Refund Request**  
*(Designated Builders)*

|                |           |
|----------------|-----------|
| <b>SECTION</b> | 7.08      |
| <b>PAGE</b>    | 1         |
| <b>DATE</b>    | 8/03/2007 |

*Upon completion of a custom home, the Designated Builder or Participating Builder [as applicable] shall submit the certificate of occupancy, final lot grading as built, and final survey to the DRC. After completion of a custom home on a Mansion or Retreat Lot , a Designated Builder may request the refund of a Construction Deposit by completing the form in this section and submitting it to the DRC Administrator.*



# Southern Hills

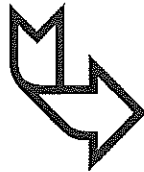
PLANTATION CLUB

| CONSTRUCTION DEPOSIT REFUND REQUEST   |   |
|---|---|
| TO  | DRC Administrator                                       |
| FROM  |   |
| NEIGHBORHOOD / LOT  |   |
| PROPERTY ADDRESS  |   |
| BUILDER   |   |
| COMPANY   |   |
| ADDRESS   |   |
| CITY/STATE/ZIP  |   |
| CERTIFIED AND SUBMITTED BY:   |   |
| <ul style="list-style-type: none"> <li>▪ The home is complete in all regards and ready for occupancy?      <input type="checkbox"/> Yes      <input type="checkbox"/> No</li> <li>▪ Construction materials and equipment have been removed?      <input type="checkbox"/> Yes      <input type="checkbox"/> No</li> <li>▪ The site and roadway have been cleaned?      <input type="checkbox"/> Yes      <input type="checkbox"/> No</li> <li>▪ The landscaping and irrigation have been installed?      <input type="checkbox"/> Yes      <input type="checkbox"/> No</li> </ul> |   |
| Builder Signature   | Date  |
| ATTACH COPIES OF THE FOLLOWING ITEMS  |   |
| <input type="checkbox"/> Certificate of Occupancy   | <input type="checkbox"/> Final Survey [ <i>sealed</i> ] |
| <input type="checkbox"/> Lot Grading As Built [ <i>sealed and certified</i> ]   |   |
| DRC ACTION  |   |
| DATE RECEIVED   |   |
| DATE APPROVED   |   |
| AMOUNT REFUNDED   |   |
| AMOUNT RETAINED   |   |
| DRC NOTES   |   |
|   |   |
|   |   |
|   |   |
|   |   |
|   |   |
| AUTHORIZED BY   |   |
| DRC Administrator Signature   | Date  |

**EXHIBIT:**  
**Design Review Application**  
**For Master Plan Approval**

|                |           |
|----------------|-----------|
| <b>SECTION</b> | 7.09      |
| <b>PAGE</b>    | 1         |
| <b>DATE</b>    | 8/17/2007 |

*Participating Builders, anticipating multiple use of a plan for which minor exterior changes will occur, must submit the Design Review Application for Master Plan Approval in this section. This application is for master approval of production building plans, color palettes and landscape plans for Cottage Lots, Manor Lots, Estate Lots and Grand Estate Lots. Plans of Participating Builders, which have not received master plan approval, are considered custom homes and must be approved as per the requirements for custom approval in Section 3.02.*





# Southern Hills

PLANTATION CLUB

**DESIGN REVIEW APPLICATION**  
**FOR MASTER PLAN APPROVAL**  
 Use for master approval of plans, colors and landscaping

|                                    |  |       |       |
|------------------------------------|--|-------|-------|
| To                                 | DRC Administrator  |       |       |
| Applicant <i>[builder]</i>         |  |       |       |
| Lot Type                           | <input type="checkbox"/> Cottage <input type="checkbox"/> Manor <input type="checkbox"/> Estate <input type="checkbox"/> Grand Estate <input type="checkbox"/> Mansion |       |       |
| Plan Name                          |  |       |       |
| Elevation Name                     | (a)  | (b)   | (c)   |
| AC Sq. Ft. by Elevation            | (a)  | (b)   | (c)   |
| Landscape Budget: Standard Lot     | (a)\$  | (b)\$ | (c)\$ |
| Landscape Budget: Back-to-Back Lot | (a)\$  | (b)\$ | (c)\$ |
| Landscape Budget: Corner Lot       | (a)\$  | (b)\$ | (c)\$ |

**CERTIFIED, ACKNOWLEDGED AND AGREED BY APPLICANT:**

Applicant certifies the air-conditioned square footages to be true and correct. Once approved *[unless such approval is withdrawn by the DRC]*, Applicant may construct these plans within the above-referenced neighborhood upon receipt and approval by the DRC of a Design Review Application for Lot Approval.

|  |      |
|--|------|
| Applicant Signature <i>[Lot Owner]</i> | Date |
|--|------|

**ATTACH COPIES OF THE FOLLOWING ITEMS AND DESIGN DOCUMENTS FOR EACH ELEVATION**

- |  |  |
|--|--|
| <input type="checkbox"/> Design Review Application [2 copies]<br><input type="checkbox"/> Product Photos and Literature [2 copies]<br><input type="checkbox"/> Site Plan for Typical Lot [2 copies]<br><input type="checkbox"/> Floor Plans [2 copies for each elevation]<br><input type="checkbox"/> Wall Sections [2 copies for each plan]<br><input type="checkbox"/> Exterior Elevations [2 copies for each elevation] | <input type="checkbox"/> Roof Plans [2 copies for each elevation]<br><input type="checkbox"/> Screen Enclosure Plans [2 copies for each pool plan]<br><input type="checkbox"/> Pool Plans [2 copies for each pool plan]<br><input type="checkbox"/> Landscape Plans [2 copies for each plan]<br><input type="checkbox"/> Design Review Fee |
|--|--|

**DRC ACTION**

|                 |   |  |  |
|-----------------|---|--|--|
| Date Received   |   |  |  |
| Approval Status | <input type="checkbox"/> APPROVED as Submitted <input type="checkbox"/> APPROVED with Stipulations <input type="checkbox"/> DISAPPROVED |  |  |

**DRC STIPULATIONS *[if any]* = STIPULATIONS ARE BINDING ON APPLICANTS**

|  |
|--|
|  |
|  |
|  |
|  |
|  |
|  |

**ISSUED BY**

|                             |      |
|-----------------------------|------|
| DRC Administrator Signature | Date |
|-----------------------------|------|

# DESIGN REVIEW APPLICATION FOR MASTER PLAN APPROVAL

## Exterior Material and Finish Schedule

| Applicant | Neighborhood(s) | Plan / Elevation Name | Item                  | Manufacturer, Model, Series and/or Description | Finish and/or Pattern | Submit With Application |            |               |
|-----------|-----------------|-----------------------|-----------------------|--|-----------------------|-------------------------|------------|---------------|
|           |                 |                       |                       |  |                       | B&W Copy                | Color Copy | Product Info. |
|           |                 |                       | Roof Shingles         |  |                       |                         |            |               |
|           |                 |                       | Chimney Cap / Cowling |  |                       |                         |            |               |
|           |                 |                       | Fascia                |  |                       |                         |            |               |
|           |                 |                       | Soffit                |  |                       |                         |            |               |
|           |                 |                       | Louvered Vents        |  |                       |                         |            |               |
|           |                 |                       | Fiber-Cement Siding   |  |                       |                         |            |               |
|           |                 |                       | Hardboard Siding      |  |                       |                         |            |               |
|           |                 |                       | Brick                 |  |                       |                         |            |               |
|           |                 |                       | Stone                 |  |                       |                         |            |               |
|           |                 |                       | Windows               |  |                       |                         |            |               |
|           |                 |                       | Columns               |  |                       |                         |            |               |
|           |                 |                       | Shutters              |  |                       |                         |            |               |
|           |                 |                       | Railings              |  |                       |                         |            |               |
|           |                 |                       | Front Door            |  |                       |                         |            |               |
|           |                 |                       | Garage Door           |  |                       |                         |            |               |
|           |                 |                       | Driveway              |  |                       |                         |            |               |
|           |                 |                       | Entry Walkway         |  |                       |                         |            |               |

# DESIGN REVIEW APPLICATION FOR MASTER PLAN APPROVAL

## Color Chip Sheet

|                              |  |
|------------------------------|--|
| <b>Applicant</b>             |  |
| <b>Neighborhood(s)</b>       |  |
| <b>Plan / Elevation Name</b> |  |
| <b>Color Palette No.</b>     |  |

ATTACH ONLY ONE SHEET PER APPLICATION FOR EACH COLOR PALLETTE

| APPLIES TO:   |   | CHIP #1                  |
|---|---|--------------------------|
| <input type="checkbox"/> Stucco: Main Body<br><input type="checkbox"/> Stucco: Bands / Quoins<br><input type="checkbox"/> Siding<br><input type="checkbox"/> Fascia<br><input type="checkbox"/> Soffit<br><input type="checkbox"/> Front Door | <input type="checkbox"/> Garage Door<br><input type="checkbox"/> Shutters<br><input type="checkbox"/> Window Frames<br><input type="checkbox"/> Columns<br><input type="checkbox"/> Louvered Vents<br><input type="checkbox"/> Railings | [ATTACH COLOR CHIP HERE] |
| APPLIES TO:   |   | CHIP #2                  |
| <input type="checkbox"/> Stucco: Main Body<br><input type="checkbox"/> Stucco: Bands / Quoins<br><input type="checkbox"/> Siding<br><input type="checkbox"/> Fascia<br><input type="checkbox"/> Soffit<br><input type="checkbox"/> Front Door | <input type="checkbox"/> Garage Door<br><input type="checkbox"/> Shutters<br><input type="checkbox"/> Window Frames<br><input type="checkbox"/> Columns<br><input type="checkbox"/> Louvered Vents<br><input type="checkbox"/> Railings | [ATTACH COLOR CHIP HERE] |
| APPLIES TO:   |   | CHIP #3                  |
| <input type="checkbox"/> Stucco: Main Body<br><input type="checkbox"/> Stucco: Bands / Quoins<br><input type="checkbox"/> Siding<br><input type="checkbox"/> Fascia<br><input type="checkbox"/> Soffit<br><input type="checkbox"/> Front Door | <input type="checkbox"/> Garage Door<br><input type="checkbox"/> Shutters<br><input type="checkbox"/> Window Frames<br><input type="checkbox"/> Columns<br><input type="checkbox"/> Louvered Vents<br><input type="checkbox"/> Railings | [ATTACH COLOR CHIP HERE] |
| APPLIES TO:   |   | CHIP #4                  |
| <input type="checkbox"/> Stucco: Main Body<br><input type="checkbox"/> Stucco: Bands / Quoins<br><input type="checkbox"/> Siding<br><input type="checkbox"/> Fascia<br><input type="checkbox"/> Soffit<br><input type="checkbox"/> Front Door | <input type="checkbox"/> Garage Door<br><input type="checkbox"/> Shutters<br><input type="checkbox"/> Window Frames<br><input type="checkbox"/> Columns<br><input type="checkbox"/> Louvered Vents<br><input type="checkbox"/> Railings | [ATTACH COLOR CHIP HERE] |

**DESIGN REVIEW APPLICATION  
FOR MASTER PLAN APPROVAL**

**Landscape Material Schedule and Budget**

|                     |  |  |  |  |  |  |
|---------------------|--|--|--|--|--|--|
| Applicant           |  |  |  |  |  |  |
| Neighborhood(s)     |  |  |  |  |  |  |
| Landscape Plan No.  |  |  |  |  |  |  |
| Landscape Plan Type | Check one: <input type="checkbox"/> Standard Lot <input type="checkbox"/> Back-to-Back Lot <input type="checkbox"/> Corner Lot |  |  |  |  |  |

COMPLETE THIS SHEET FOR EACH DIFFERENT LANDSCAPE PLAN AND EACH LOT TYPE  
CODE ITEMS BELOW TO LANDSCAPE PLANS ■ SHOW LIGHTING ON LANDSCAPE PLANS

| CODE TO PLANS | COMMON NAME | Caliper<br>or<br>Gallons | Height | Spread | Spacing | Qty. | Wholesale<br>Unit<br>Cost | Total |
|---------------|-------------|--------------------------|--------|--------|---------|------|---------------------------|-------|
|               |             |                          |        |        |         |      |                           |       |
|               |             |                          |        |        |         |      |                           |       |
|               |             |                          |        |        |         |      |                           |       |
|               |             |                          |        |        |         |      |                           |       |
|               |             |                          |        |        |         |      |                           |       |
|               |             |                          |        |        |         |      |                           |       |
|               |             |                          |        |        |         |      |                           |       |
|               |             |                          |        |        |         |      |                           |       |
|               |             |                          |        |        |         |      |                           |       |
|               |             |                          |        |        |         |      |                           |       |
|               |             |                          |        |        |         |      |                           |       |
|               |             |                          |        |        |         |      |                           |       |
|               |             |                          |        |        |         |      |                           |       |
|               |             |                          |        |        |         |      |                           |       |
|               |             |                          |        |        |         |      |                           |       |
|               |             |                          |        |        |         |      |                           |       |
|               |             |                          |        |        |         |      |                           |       |
|               |             |                          |        |        |         |      |                           |       |
|               |             |                          |        |        |         |      |                           |       |
|               |             |                          |        |        |         |      |                           |       |
|               |             |                          |        |        |         |      |                           |       |
|               |             |                          |        |        |         |      |                           |       |

**CHECKLIST  
DESIGN REVIEW APPLICATION  
FOR MASTER PLAN APPROVAL**

|   |  |    |  |
|---|--|----|--|
| <b>Applicant</b>                                  |  |    |  |
| <b>Neighborhood(s)</b>                            |  |    |  |
| <b>Plan / Elevation Name</b>                      |  |    |  |
| <b>SITE PLAN CHECKLIST [based on typical lot]</b> |  |    |  |
| 1   | Property lines with dimensions                     | 7  | Mailbox location                                 |
| 2   | Building setback lines with dimensions             | 8  | Porches, patios, pools and decks with dimensions |
| 3   | Building location with dimensions                  | 9  | Fences and walls                                 |
| 4   | Building corners with dimensions to property lines | 10 | HVAC equipment and screening                     |
| 5   | Driveways and aprons with dimensions               | 11 | Pool equipment and screening                     |
| 6   | Sidewalks and walkways                             |    |  |
| <b>LANDSCAPE PLAN CHECKLIST</b>                   |  |    |  |
| 1   | Property lines with dimensions                     | 8  | Pools equipment and screening                    |
| 2   | Easements  | 9  | Mailbox location                                 |
| 3   | Building location                                  | 10 | Utility lines / equipment                        |
| 4   | Driveways, walkways and sidewalks                  | 11 | Landscape lighting                               |
| 5   | Porches, patios, pools and decks                   | 12 | Proposed trees, shrubs, ground cover and mulch   |
| 6   | Fences and walls                                   | 13 | Proposed sodded areas                            |
| 7   | HVAC Equipment and screening                       |    |  |

Submit 3 plans: 1 each for a standard lot, back-to-back lot and corner lot. Minimum scale: 1" = 20'.

**EXHIBIT:**  
**Design Review Application**  
**For Lot Approval**

|                |           |
|----------------|-----------|
| <b>SECTION</b> | 7.10      |
| <b>PAGE</b>    | 1         |
| <b>DATE</b>    | 8/17/2007 |

*Participating Builders with master plan approval must use the Application in this section to obtain approval for the use of such plan on a specific Lot. This Application applies to Cottage Lots, Manor Lots, Estate Lots and Grand Estate Lots. All plans for Mansion or Retreat Lots must be processed as per Custom home approval in Section 3.02.*



# Southern Hills

PLANTATION CLUB

| DESIGN REVIEW APPLICATION<br>FOR LOT APPROVAL   |  |  |  |
|---|--|--|--|
| <b>To</b>   | DRC Administrator  |  |  |
| <b>Lot Owner</b>  |  |  |  |
| <b>Builder</b>  |  |  |  |
| <b>Neighborhood/Lot</b>   |  |  |  |
| <b>Property Address</b>   |  |  |  |
| <b>Lot Type</b>   | <input type="checkbox"/> Cottage <input type="checkbox"/> Manor <input type="checkbox"/> Estate <input type="checkbox"/> Grand Estate <input type="checkbox"/> Mansion |  |  |
| <b>Plan Type</b>  | <input type="checkbox"/> Model Home <input type="checkbox"/> Spec Home <input type="checkbox"/> Pre-Sale Home  | <b>Base Price</b>  |  |
| <b>AC Sq. Ft.</b>   |  | <b>Overall Sq. Ft.</b>   |  |
| <b>Lot Coverage %</b>   |  |  |  |
| <b>Plan/Elevation Name</b>  |  | <b>Permit #</b>  |  |
| <b>Est. Construction Start</b>  |  |  |  |
| <b>Color Palette No.</b>  |  |  |  |
| <b>Pool Plan No.</b>  |  |  |  |
| <b>Landscape Plan No.</b>   |  |  |  |
| <b>CERTIFIED, ACKNOWLEDGED AND AGREED BY APPLICANT:</b>   |  |  |  |
| <p>Applicant certifies the air-conditioned square footage and lot coverage to be true and correct. If approved by the DRC, Applicant agrees to construct the home and related improvements in accordance with the Design Review Application for Master Plan Approval, the Design Review Application for Lot Approval, and the Design Review Manual.</p> |  |  |  |
| <b>Applicant Signature [Lot Owner]</b>  |  | <b>Date</b>  |  |
|   |  |  |  |
| <b>ATTACH COPIES OF THE FOLLOWING ITEMS</b>   |  |  |  |
| <input type="checkbox"/> Design Review Application [2 copies]<br><input type="checkbox"/> Topographic Survey [2 copies]<br><input type="checkbox"/> Tree Survey [2 copies]<br><input type="checkbox"/> Soil Test [2 copies]   |  | <input type="checkbox"/> Basement Section / Foundation Drainage Details [only if applicable][sealed by a registered engineer]<br><input type="checkbox"/> Site Plan [2 copies]<br><input type="checkbox"/> Design Review Fee |  |
| <b>DRC ACTION</b>   |  |  |  |
| <b>Date Received</b>  |  |  |  |
| <b>Approval Status</b>  | <input type="checkbox"/> APPROVED as Submitted <input type="checkbox"/> APPROVED with Stipulations <input type="checkbox"/> DISAPPROVED                                |  |  |
| <b>ISSUED BY</b>  |  |  |  |
| <b>DRC Administrator Signature</b>  |  | <b>Date</b>  |  |
|   |  |  |  |





# CHECKLIST: DESIGN REVIEW APPLICATION FOR LOT APPROVAL

|   |   |
|---|---|
| <b>Applicant</b>  |   |
| <b>Neighborhood /Lot</b>  |   |
| <b>Street Address</b>   |   |
| Complete filled-out application with dates and signature  |   |
| Copy of Survey  |   |
| <ul style="list-style-type: none"> <li><input type="checkbox"/> Existing front and rear corner elevations</li> <li><input type="checkbox"/> Proposed corner elevations</li> <li><input type="checkbox"/> Proposed finishes floor elevation</li> <li><input type="checkbox"/> Driveway location and dimensions</li> <li><input type="checkbox"/> Location of proposed residence</li> <li><input type="checkbox"/> Property Lines with dimensions</li> <li><input type="checkbox"/> Easements with dimensions</li> <li><input type="checkbox"/> Building setback lines with dimensions</li> <li><input type="checkbox"/> Building location with dimensions</li> <li><input type="checkbox"/> Building corners with dimensions to property line</li> <li><input type="checkbox"/> Finish floor elevations</li> <li><input type="checkbox"/> Driveway and apron dimensions</li> <li><input type="checkbox"/> Existing and proposed grades at lot corners</li> </ul> | <ul style="list-style-type: none"> <li><input type="checkbox"/> Existing &amp; proposed grades on side property lines</li> <li><input type="checkbox"/> Arrows showing direction of drainage flow</li> <li><input type="checkbox"/> Sidewalks and walkways</li> <li><input type="checkbox"/> Above-ground utilities on lot/in adjacent ROWs</li> <li><input type="checkbox"/> Street light locations in adjacent ROWs</li> <li><input type="checkbox"/> Mailbox location</li> <li><input type="checkbox"/> Porches, patios, pools and decks with dimensions</li> <li><input type="checkbox"/> Fences and walls</li> <li><input type="checkbox"/> HVAC equipment and screening</li> <li><input type="checkbox"/> Pool equipment and screening</li> <li><input type="checkbox"/> Retaining walls and tree wells</li> <li><input type="checkbox"/> Trees to be saved [6" and over caliper at breast height]</li> </ul> |
| Copy 11X17 of Construction plans (front, rear and side elevations floor plans)  |   |
| Copy of Soil Test   |   |
| Exterior colors, roof, pavers (pre-approved or still to be approved)  |   |
| Copy of Pool Plan   |   |
| Copy of Screen Enclosure  |   |
| Copy of Landscape Plan  |   |
| Copy of NOI   |   |
| ARC Fee   |   |
| Soil/Topo Tree Fee  |   |

**EXHIBIT:**  
**Request for Change Application**  
[for new construction and modifications to existing homes]

|                |           |
|----------------|-----------|
| <b>SECTION</b> | 7.11      |
| <b>PAGE</b>    | 1         |
| <b>DATE</b>    | 8/22/2007 |

Applicants must use this form to request an exterior change, including color changes, to a Design Review Application for Custom Approval, a Design Review Application for Master Plan Approval, a Design Review Application for Lot Approval or a Landscape Review Application prior to commencing changes.



# Southern Hills

PLANTATION CLUB

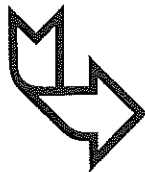
| CHANGE REQUEST   |  |
|--|--|
| <b>Please check one:</b>   |  |
| <input type="checkbox"/> <b>Modification for Work in Progress</b><br><input type="checkbox"/> <b>Modification for Completed Homes</b>  |  |
| To   | DRC Administrator  |
| Applicant [ <i>Lot Owner</i> ]   |  |
| Telephone  |  |
| Neighborhood / Lot   |  |
| Property Address   |  |
| Plan Type  | <input type="checkbox"/> Model Home <input type="checkbox"/> Spec Home <input type="checkbox"/> Pre-Sale Home <input type="checkbox"/> Custom Home   |
| Plan Name/Elevation  | <i>[required for new construction only]</i>  |
| Existing AC Sq. Ft. (+)  | <i>[applies only if additional AC sq ft will be added]</i>   |
| Additional AC Sq. Ft. (+)  | <i>[applies only if additional AC sq ft will be added]</i>   |
| Revised AC Sq. Ft. (=)   | <i>[applies only if additional AC sq ft will be added]</i>   |
| Request Applies To:  | <input type="checkbox"/> Design Review Application for Custom Approval<br><input type="checkbox"/> Design Review Application for Master Plan Approval<br><input type="checkbox"/> Design Review Application for Lot Approval<br><input type="checkbox"/> Landscape Review Application  |
| <b>ACKNOWLEDGED AND AGREED BY APPLICANT:</b>   |  |
| If shown above, the Applicant certifies the air-conditioned square footages to be true and correct. Upon approval by the DRC, Applicant agrees to complete modifications in accordance with this Application and the Design Review Manual.   |  |
| Applicant Signature  | Date Submitted   |
| <b>ATTACH ITEMS AND DESIGN DOCUMENTS CHECKED</b> <i>[only if requested by DRC Administrator]</i>   |  |
| <input type="checkbox"/> Fee for Change Request<br><input type="checkbox"/> Sketches<br><input type="checkbox"/> Product Photo Copies and Literature<br><input type="checkbox"/> Floor Plans<br><input type="checkbox"/> Wall Section<br><input type="checkbox"/> Exterior Elevations<br><input type="checkbox"/> Roof Plans | <input type="checkbox"/> Pool Plans<br><input type="checkbox"/> Screen Enclosure Plans<br><input type="checkbox"/> Landscape Plans<br><input type="checkbox"/> Color Chips<br><input type="checkbox"/> Insurance Certificates<br><input type="checkbox"/> Contractor or Trade Licenses<br><input type="checkbox"/> Site Plan |
| <b>DRC ACTION</b>  |  |
| Date Received  |  |
| DRC STIPULATIONS <i>[if any ARE BINDING ON APPLICANTS]</i>   |  |
|  |  |
|  |  |
|  |  |
|  |  |
| Approval Status  | <input type="checkbox"/> APPROVED as Submitted <input type="checkbox"/> APPROVED with Stipulations <input type="checkbox"/> DISAPPROVED  |
| <b>ISSUED BY</b>   |  |
| DRC Administrator Signature  | Date   |



**EXHIBIT:**  
**Stop Work Order**

|                |           |
|----------------|-----------|
| <b>SECTION</b> | 7.12      |
| <b>PAGE</b>    | 1         |
| <b>DATE</b>    | 8/22/2007 |

The DRC will issue a Stop Work Order to the Builder if the Builder deviates from the design features of the approved plans or Design Guidelines, or construction starts prior to approval. Once all open issues have been resolved the DRC will notify the Builder to continue work on the construction site.



*Southern Hills*  
PLANTATION CLUB

**Architectural Review Committee**

Lot # \_\_\_\_\_ Block # \_\_\_\_\_

Builder: \_\_\_\_\_

Property Address: \_\_\_\_\_

**STOP WORK ORDER**

DATE: \_\_\_\_\_

- FINAL PLAN APPROVAL NOT OBTAINED FROM ARC
- BRICK AND OR ROOFING MATERIAL NOT APPROVED BY ARC
- EXTERIOR COLOR SCHEME NOT APPROVED BY ARC
- LANDSCAPE PLAN NOT APPROVED BYARC
- OTHER \_\_\_\_\_



## Southern Hills Plantation Homeowners Association, Inc.

### DESIGN REVIEW APPLICATION

Please return completed application to:  
 DESIGN REVIEW COMMITTEE  
 SOUTHERN HILLS PLANTATION HOMEOWNERS ASSOCIATION, INC.  
 19850 Southern Hills Blvd, Brooksville, FL 34601

Telephone # 877-221-6919

[Lcampa@Evergreen-LM.com](mailto:Lcampa@Evergreen-LM.com)

This is a request form to be completed by the homeowner and submitted to the Design Review Committee for approval **BEFORE** any work commences. Please refer to the Governing Documents and Design Review Manual Guidelines for additional information.

Reviews may take up to 30 days for processing from the date a completed application is received in our office.

|                    |       |                |               |
|--------------------|-------|----------------|---------------|
| Name of Owner (s): |       | Email Address: |               |
| Street Address:    |       |                |               |
| Date:              | Lot # | Phase #        | Phone number: |

Approval is hereby requested for the following modification(s), addition(s) and/or alterations as described below and on attached pages: (Check applicable box and/or describe below):

- |                                      |   |   |   |
|--------------------------------------|---|---|---|
| <input type="checkbox"/> Additions   | <input type="checkbox"/> Hurricane Shutters | <input type="checkbox"/> Screen Enclosure | <input type="checkbox"/> Pool/Spa                 |
| <input type="checkbox"/> Landscaping | <input type="checkbox"/> Landscape Curbing  | <input type="checkbox"/> Patio/Pavers     | <input type="checkbox"/> Exterior Paint           |
| <input type="checkbox"/> Doors       | <input type="checkbox"/> Wall/Fence         | <input type="checkbox"/> Solar            | <input type="checkbox"/> Generator/Gas Tank/Water |
| <input type="checkbox"/> Yard Art    | <input type="checkbox"/> Misc/Other         |   |   |

IS THIS A RESUBMITTAL  Yes/No

Additional Information: \_\_\_\_\_  
 \_\_\_\_\_

- Location: Attach a copy of the plot plan/survey showing where the addition is located relative to the home and the property lines. Plot plan/survey should be included in your closing documents. If not a copy can be obtained from the county property appraisers office.
- Specs: Attach copies of plans from any contractor or vendor providing service. Including color samples, photos, dimensions etc.
- You are responsible for obtaining any necessary permits from the appropriate Building and Zoning Department(s).
- Access to area of construction is only allowed through your property, and you are responsible for any damages. If access is needed on neighboring properties, please check with your neighbors before commencing any work.

|                   |  |
|-------------------|--|
| Owner's Signature | Completion Date:<br><i>Please contact HOA upon completion for final inspection</i> |
|-------------------|--|

Approved                       Denied

Date of Approval/Denial: \_\_\_\_\_ Signed: \_\_\_\_\_  
Community Manager

Your Approval is subject to the following attached Addendum(s) \_\_\_\_\_

# Interpretations and Definitions

|         |           |
|---------|-----------|
| SECTION | 8.01      |
| PAGE    | 01        |
| DATE    | 8/03/2007 |

## INTERPRETATIONS

The following interpretations shall apply to the contents of the Design Review Manual:

- Unless the context expressly requires otherwise, the use of the singular includes the plural and vice versa; the use of one gender includes all genders; the use of the terms ***including*** or ***include*** is without limitation; the use of the terms ***will***, ***must*** and ***should*** have the same effect as the use of the term ***shall***.
- The use of headings and other textual divisions in this manual are for indexing purposes only.

## DEFINITIONS

Unless the context expressly requires otherwise, the words defined below shall be interpreted as such throughout the Design Review Manual.

**Accessory Structure** shall mean and refer to a detached structure which is customarily associated with a single-family residential dwelling including, but not limited to, detached gazebos, pavilions, cabanas, pergolas and trellises.

**Air-Conditioned Square Footage** shall mean and refer to the finished space of a Structure as measured at floor level from the outside of finished perimeter walls and from the center line of demising walls separating air conditioned and non-air conditioned space. Openings in floors are not included in calculations. The area of stair treads and landings proceeding to the floor below is included for the floor from which the stairs descends, not to exceed the area of the opening in the floor. To be included in calculations, finished areas must have a ceiling height of at least 7'-0" except: (a) under beams, ducts and other obstructions where the height may be 6'-4"; (b) under stairs where there is no specified height requirement; or (c) where the ceiling is sloped. If a room's ceiling is sloped, at least one-half of the finished square footage in that room must have a vertical ceiling height of at least 7'-0"; no portion of the finished area that has a height of less than 5'-0" may be included in calculations. Garages and unfinished areas are not included in calculations. Chimneys, windows and other finished areas that protrude beyond the exterior finished surface of the outside walls and do not have a floor on the same level are not included in calculations.

**Applicant** shall mean the legal owner of a Lot who submits an application to the Design Review Committee.

**Application** shall mean a Preliminary Design Review Application for Custom Approval, Final Design Review Application for Custom Approval, Landscape Review Application for Custom Approval, Design Review Application for Master Approval ~ Long Form, Design Review Application for Master Approval ~ Short Form, Modifications Review Application or Request for Change Application as the context may imply.



## Interpretations and Definitions

|         |           |
|---------|-----------|
| SECTION | 8.01      |
| PAGE    | 02        |
| DATE    | 8/03/2007 |

**Association** shall mean Southern Hills Plantation Homeowners Association, Inc., a corporation not for profit organized and operated pursuant to Chapters 617 and 720, Florida Statutes, its successors and assigns.

**Board** or **Board of Directors** shall mean the Association's Board of Directors.

**Builder Application** shall mean the form submitted by a builder candidate to be accepted as a Designated Builder for construction of a home on a Mansion Lot.

**Builder Agreement** shall mean the agreement between the Developer and a builder candidate to be accepted as a Designated Builder for the construction of a home on a Mansion Lot.

**CDD** shall mean a community development district created by Developer with respect to the Property or any property added to the Property by Developer pursuant to the terms of the Declaration, as authorized by Chapter 190, Florida Statutes.

**Common Areas** shall mean all real property or any interest in real property from time to time owned by the Association or designated for ownership by the Association for the common use and enjoyment of all Lot Owners, together with all improvements, fixtures, and tangible personal property now or hereafter situated thereon and all appurtenant easements. Common Areas shall include all roads, roadways and rights-of-way in the Development, including community parks.

**Conservation Areas** shall mean those portions of the Property as defined in the Declaration and shall include areas such as jurisdictional wetlands, river buffer transitional habitats, live oak hammocks, and other types of developable uplands which have been restricted.

**Construction Deposit** shall mean monies held by the Developer or Association to cover the cost and repair or replacement of any improvements in Common Areas and Golf Course Property damaged or destroyed by Lot Owners or builders, agents, employees, trade contractors or suppliers acting on behalf of Lot Owners. Affected improvements include, but are not limited to, damage to utilities, infrastructure, trees and other landscaping, drainage improvements and facilities, erosion control devices, vertical improvements, street lights, signage, rights-of-way, sidewalks, curbs and roadways.

**Construction Site Standards** shall mean and refer to standards pertaining to construction site activity and operations as provided in the Design Review Manual.

**Cottage Lot** shall mean a Lot located in a neighborhood planned for Lots with a typical width of 52'.

**Declaration** shall mean the Declaration of Covenants and Restrictions for Southern Hills Plantation, together with any amendments and supplements thereto.

## Interpretations and Definitions

|         |           |
|---------|-----------|
| SECTION | 8.01      |
| PAGE    | 03        |
| DATE    | 8/03/2007 |

**Design Documents** shall mean the site plans, architectural or design drawings, specifications, lot grading plans, surveys, engineering details, landscaping plans, color and material samples, and any other documents, drawings, photographs or literature which illustrates, describes, or otherwise interprets the plan of construction or modification for any Lot or Residential Unit located thereon.

**Design Review Application for Master Approval ~ Long Form** shall mean the Application and any Design Documents submitted by a Participating Builder to the Design Review Committee for approval of construction within the community.

**Design Review Application for Master Approval ~ Short Form** shall mean the Application and any Design Documents submitted by a Participating Builder to the Design Review Committee for approval of construction on a specific Lot within the community.

**Design Review Committee ("DRC")** shall mean the committee formed to establish and administer the provisions and standards of the Design Review Manual as provided in the Declaration.

**Design Review Committee ("DRC") Administrator** shall mean the individual appointed to accept Design Review Applications from Lot Owners; to conduct field inspections of construction; to maintain records of the Design Review Committee; to enforce design, environmental and construction site standards; and to advise Applicants with regard to specific standards and guidelines.

**Design Review Manual ("Manual")** shall mean the manual which sets forth policies and procedures of the Design Review Committee, and establishes standards and provisions for new construction and modifications to existing Structures.

**Design Review Orientation Meeting** shall mean the meeting between the Lot Owner and the DRC Administrator to discuss proposed plans for construction of a custom home.

**Design Standards** shall mean the standards of site planning, site development, architecture, landscaping and related improvements as contained in the Design Review Manual.

**Designated Builder** shall mean and refer to a builder other than a Participating Builder (a) selected by a Lot Owner for the construction of a custom home on a Mansion Lot, and (b) accepted by the Developer and Design Review Committee for such limited purpose.

**Developer** shall mean SHP Group LLC, a Delaware limited liability company, as defined in the Declaration.

**Development** shall mean the residential and recreational development as described in all applicable zoning approvals.

# Interpretations and Definitions

|         |           |
|---------|-----------|
| SECTION | 8.01      |
| PAGE    | 04        |
| DATE    | 8/03/2007 |

**Environmental Standards** shall mean the standards pertaining to protection of the environment as contained in the Design Review Manual.

**Estate Lot** shall mean a Lot located in a neighborhood planned for Lots with a typical width of 80'.

**Final Design Review Application for Custom Approval** shall mean the Application and any Design Documents submitted by a Lot Owner to the Design Review Committee for final approval of proposed plans for the construction of a custom home.

**Front Yard Zone** shall mean and refer to the portion of a Lot between the front plane of a Structure and the Streetscape Zone and running the full width of a Lot.

**Golf Club** shall mean and refer to the club created with respect to the Golf Course, including the clubhouse, maintenance facility, practice areas, driving range, and any other areas owned by or operated as part of such club facility.

**Golf Club Property** shall mean, collectively, all of the real property constituting the Golf Club and Golf Course.

**Golf Course** shall mean any golf course created within the boundaries of the Development.

**Golf Course Lot** shall mean any Lot having a common boundary line with any portion of the Golf Course or Golf Club.

**Golf Course Zone** shall mean and refer to that area abutting the rear Lot line of a Golf Course Lot, bounded by the side Lot lines extended into the Golf Course up to the point where the Golf Course grass is regularly mowed by the Golf Club.

**Grand Estate Lot** shall mean a Lot located in a neighborhood planned for Lots with a typical width of 100'.

**Lakefront Zone** shall mean and refer to the last 15' of the Rear Yard Zone and spanning the full width of a Lot abutting a pond or lake within the community.

**Landscape Review Application for Custom Approval** shall mean the Application and any Design Documents for the purpose of requesting approval of the Design Review Committee for landscaping and related improvements for a custom home.

**Legal Documents** collectively means the Declaration, the Association's Articles of Incorporation (the "Articles") and the Association's By-Laws (the "By-Laws"), as the same may be amended from time to time.

## Interpretations and Definitions

|         |           |
|---------|-----------|
| SECTION | 8.01      |
| PAGE    | 05        |
| DATE    | 8/03/2007 |

**Lot** shall mean any plot of land shown on any recorded subdivision plat of the Property or portions thereof, which is intended as a building site for a Residential Unit, and excluding any areas designated as Common Areas or dedicated for utility sites or public use.

**Lot Coverage** shall mean and refer to that portion of the area of a Lot, expressed as a percentage, occupied by all buildings or structures as defined by requisite permitting agency.

**Lot Owner** or **Owner** shall mean the record owners, whether one or more Persons, of the fee simple title to any Lot, including contract sellers, but excluding contract buyers, any Person holding such fee simple title merely as security for the performance of an obligation, the Association, the CDD, and governmental authorities and utility companies that have received dedications or conveyances of rights-of-way, easements or utility sites. Developer is an Owner as to all portions of the Property owned by Developer.

**Manor Lot** shall mean a Lot located in a neighborhood planned for Lots with a typical width of 65'.

**Mansion Lot** shall mean a Lot located in a neighborhood planned for Lots with a typical width of 110'+'.

**Master Plan** shall mean the conceptual plan for the development of the Development as determined by the Developer from time to time, including the General Development Plan as described in all applicable zoning approvals. All references to the Master Plan shall be references to the latest revisions thereof.

**Maximum Buildable Area** shall mean the portion of a Lot within the building setbacks and upon which the Structure and any Accessory Structures may be constructed, subject to provisions contained in the Design Review Manual.

**Modifications Review Application** shall mean the Application and any Design Documents attached thereto for the purpose of requesting approval by the Design Review Committee for modifications to a Lot or a completed Structure.

**Neighborhood** shall mean and refer to each portion of the Property in which Owners may have common interest other than those common to all Association Members, such as a common theme, entry feature, development name, and/or common areas and facilities which are not available for use by all Members. Where the context permits or requires, the term Neighborhood shall also refer to the Neighborhood Association having jurisdiction over the property within the Neighborhood. Neighborhoods may be designated by Plat or Neighborhood Supplement. It shall not be necessary for any portion of the Property to be designated as a Neighborhood except as required by law.

## Interpretations and Definitions

|         |           |
|---------|-----------|
| SECTION | 8.01      |
| PAGE    | 06        |
| DATE    | 8/03/2007 |

**Participating Builder** shall mean any builder selected by the Developer and who purchases Lots within the development for the purpose of constructing Residential Units thereon for sale to third party purchasers as part of the participating builder program organized and operated by the Developer.

**Preliminary Design Review Application for Custom Approval** shall mean the Application and any Design Documents submitted by a Lot Owner to the Design Review Committee for the preliminary review of proposed plans for the construction of a custom home.

**Property** shall mean the real property as legally described and defined in the Declaration.

**Rear Yard Zone** shall mean and refer to the portion of a Lot between the rear plane of a Structure and the rear property line and running the full width of a Lot.

**Request for Change Application** shall mean the Application and any attachments thereto, including Design Documents, to request approval for a change to work in progress which has already received approval of the Design Review Committee.

**Retreat Lot** shall mean a Lot located in a neighborhood planned for Lots with a typical width of 1 acre.

**Residential Unit** shall mean any improved portion of the Property intended for use as a dwelling unit, including, without limitation, any single-family attached or detached dwelling.

**Side Yard Zone** shall mean and refer to the portion of a Lot from the front to the back of a Structure on both sides over to the respective property lines.

**Southern Hills Plantation** shall mean and refer to the master planned community anticipated to be developed pursuant to the Declaration.

**Streetscape Zone** shall mean and refer to a portion of the right-of-way adjoining a Lot and running from the curb to the front yard property line across the full width of a Lot. On corner Lots, the Streetscape Zone also extends the full length of the street side yard to the rear property line.

**Structure** shall mean and refer to a residential dwelling on a Lot, and shall include any attached structures such as a portico, garage, and porch.

## Interpretations and Definitions

|         |           |
|---------|-----------|
| SECTION | 8.01      |
| PAGE    | 07        |
| DATE    | 8/03/2007 |

**Subdivision Developer** shall mean any Person, their successors or assigns, named as the grantee in a deed or other conveyance document executed by Developer [*excluding Persons named as Mortgagees in documents securing obligations of Developer*] that acquires part of the Property from the Developer for the purpose of developing such property as a residential community, including, by way of example, the Person identified as the “developer” or “declarant” on any recorded subdivision plat, declaration of covenants and restrictions, or other instrument establishing a residential development. A Person that acquires one or more developed Lots from Developer [*or one or more Lots which Developer is contractually required to develop*] for the purpose of constructing a Residential Unit thereon for resale or personal use is not a Subdivision Developer.

**Surface Water or Stormwater Management System** shall mean a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40D-4, 40D-40, or 40D-42, F.A.C. The lands comprising such systems may be owned by the CDD.

**Variance** shall mean and refer to an exception to the standards contained in the Design Review Manual as may be granted by the Design Review Committee.