

Appendix 1

Additional Design Guidelines Pursuant to Article V and Article VI of the Declaration

Article V.

Restrictions Upon Individual Use For the Common Good

5.1 Single Family Residential Use. No building, structure, or improvement shall be constructed, erected, altered, placed or permitted to remain on any of the Lots within the Subdivision other than single family dwellings and customary appurtenances designed for occupation by not more than one family and its domestic servants.

5.2 Lawful Use. No part of the Avila Subdivision may be used for any purpose tending to injure its reputation, nor to disturb the neighborhood, nor occupants of adjoining property within the Subdivision, nor to constitute a nuisance, nor in violation of any public law, ordinance or regulation in any way applicable thereto.

5.3 Commercial Use. None of the Lots shall be used in any way directly or indirectly for any business, commercial, manufacturing, mercantile, storing, vending or any other purpose incompatible with single family residential use.

5.4 Maintenance. All buildings and other structures within the Avila Subdivision and each portion thereof shall at all times be well and properly maintained in good condition and repair by the Owner thereof. No windows shall be covered with aluminum foil or other materials not designed for such purpose. All landscaping of every kind and character, including shrubs, trees, grass and other plantings, shall be neatly trimmed, properly cultivated and maintained continuously by the Owner thereof, in a neat and orderly condition and in a manner to enhance its appearance.

5.5 Parcelizing. No Lot shall be divided so as to accommodate more than one home per Lot, but a Lot may be combined with an adjacent Lot or Lots or with portions of adjacent Lots in order to create a home site large than one Lot. Notwithstanding, this provision shall not apply to Avila Unit No. 9, Lot 3.

5.6 Design. The design of all buildings which shall be erected or moved onto any Lot will be subject to the approval of the Architectural Committee. Upon written request by Lot Owners for approval of plans the Architectural Committee will have thirty (30) days to approve or disapprove plans. Failure of the Architectural Committee to act within thirty (30) days from receipt of definitive plans of the proposed improvement shall result in the plans being deemed approved provided that the design of the proposed building is in harmony with the existing structures in the section and the Owner maintains proof that the plans were delivered to the Architectural Committee. After January 1, 1982, the Architectural Committee may charge a reasonable fee to review plans. The fee shall be established by the Association's Board of Directors. The Association's Architectural Committee will have exclusive control over the exterior colors and materials which can

be used in the construction of all improvements built on any property subject to the Declaration and all amendments thereto.

5.7 Time for Construction. If the purchaser of a Lot, his or her heirs, successors or assigns do not erect a dwelling upon the Lot purchased within three years from the date of original purchase from the Developer, Developer or Association shall have the right of repurchasing the property at the price paid by the Owner plus interest at the rate of 6% per annum.

5.8 Roofs. No projections of any type shall be placed or permitted to remain above the roof of the building with the exception of one or more chimneys or vent stacks. No outside television or radio pole or antenna or other electronic device shall be constructed, erected or maintained on any building nor on any property within the Avila Subdivision or connected in such manner as to be visible from the outside of any building unless and until it has been approved by the Architectural Committee.

5.9 Temporary Buildings and Building Materials.

a. No shed, tent or temporary building shall be erected, maintained or used on any property within the Avila Subdivision; provided, however, that temporary buildings for use and used for a reasonable time only for purposes incidental to the initial construction of dwellings on any property may be erected, maintained and used, provided that such erection, maintenance and use has been approved by the Architectural Committee and provided further that said temporary buildings shall be promptly removed upon the completion of such construction work and issuance of a certificate of occupancy.

b. No lumber, brick, stone, cinder block, concrete or other building materials, scaffolding, mechanical devices or any other thing used for building purposes shall be stored on any Lot, except for the purpose of construction on such Lot and shall not be stored on such Lot for longer than the length of time reasonably necessary for the construction to completion of the improvement in which same is to be used.

5.10 Garages. When garages are not in use, garage doors shall be closed. Garages shall be used only for the purpose of parking automobiles, hobbies and storing an Owner's household goods. Except for corner Lots and patio houses, no garage door shall face the street shown on the plat.

5.11 Vehicles. No mobile home, boat, truck, trailer or recreational vehicle of any kind shall be kept, stored, parked, maintained, constructed or repaired, on any property within the Subdivision in such a manner as to be visible from any neighboring property.

5.12 Animals. No animals, fowl, reptiles or poultry shall be kept within the Subdivision, except not more than two domestic dogs, cats, or birds may be kept as household pets provided that they are not kept, bred or raised thereon for commercial

purposes. All animals permitted to be kept by this paragraph shall be kept on a leash within the Avila Subdivision when not within an enclosed area of a Lot.

5.13 Signs. After original occupancy no signs are permitted in the Subdivision except address and name identification signs meeting the approval of the Architectural Committee.

5.14 Rubbish.

a. No weeds, rubbish, debris, objects or materials of any kind shall be placed or permitted to accumulate upon any property within the Avila Subdivision if it renders the property unsanitary, unsightly, offensive or detrimental to any other property in the vicinity. Trash, garbage, rubbish and other waste shall be kept only in approved sanitary containers.

b. All service yards or service areas, approved sanitary containers, and storage piles on any property within the Avila Subdivision shall be enclosed or fenced in such a manner that the yards, areas, containers and piles will not be visible from any neighboring property or street.

c. Notwithstanding the foregoing, approved trash containers, recycling containers and bundled yard waste may be set out as required by the waste collection service provider for a reasonable time before and after their scheduled pickup times, as follows: (i) trash containers shall be placed for pickup at the rear or side of residences when practical and at the immediate front of residences when rear or side placement is not practical; (ii) residents with security walls or other approved barriers may set trash containers outside the wall or barrier; and (iii) recycling containers and bundled yard waste may be placed curbside. Except as expressly provided for recycling containers and bundled yard waste by the foregoing, no trash or recycling containers or yard waste shall be placed curbside at any time.

d. Determination of compliance with this section shall be made solely by a majority of the members of the Architectural Committee.

5.15 Clotheslines. Clotheslines are not permitted unless they are completely hidden from the view of persons off the Lot.

5.16 Mail. Street mailboxes shall be approved by the Architectural Committee and be of a type consistent with the character of the Avila Subdivision and shall be placed and maintained to compliment the houses in the neighborhood. Application shall be made by each Owner for a door mailbox at such time as door postal service is available. Owners shall be required to have mail boxes attached to the main dwelling structure and street mailboxes shall be removed within ten (10) days of commencement of such door postal service.

5.17 Window Air Conditioners. No window air conditioning units shall be installed without prior written approval of the Architectural Committee.

5.18 Ancillary Equipment. All oil tanks, bottle tanks, soft water tanks, pumps, condensers, woodpiles or other ancillary equipment shall be suitably screened so as not to be visible from the street or any adjacent or nearby Lots.

5.19 Electrical Installations. All service lateral entrance installations, or that portion thereof served by said underground electrical distribution system, shall be installed underground and maintained in accordance with the specifications of Tampa Electric Company for such installations.

5.20 New or Damaged Structures – Repair and Erection. The erection of a new dwelling or structure or the repair of any dwelling or structure damaged by fire or otherwise on any Lot shall be completed without unreasonable delay. Should the Owner leave a damaged dwelling or structure in an incomplete condition for period of more than six months, or should the erection of a new dwelling or structure remain incomplete after a period of two years from the date of the first construction related inspection by the appropriate governmental authority, the Association, after reasonable notice to the Owner by registered mail, giving an opportunity to be heard, may remove the structure from the premises or complete and repair it in a manner deemed appropriate by the Association's Architectural Committee, and/or assess a fine in an amount in compliance with Florida law per day for every day the repair or erection of the dwelling or structure remains incomplete after the aforementioned time limits have been reached. In either event, the expenses so incurred shall be a lien against the Lot enforceable in the same manner as other liens. The dwelling or structure shall not be considered to be complete until, in the opinion of the Board of Directors, both the construction and landscape elements are in compliance with the approved building plans and the landscape requirements of Article V, Paragraph 4 of the Declaration. An easement is hereby granted to the Association for the purposes of accomplishing the repairs, maintenance, replacement, or any other work necessary to enforce the provisions of this section.

5.21 Fences, Hedges and Landscaping.

a. All landscaping plans, including fences and hedges, must receive prior written approval from the Architectural Committee of the Association before implementation.

b. The landscaping plan for the areas of any Lot within 25 feet of the boundary of the Lot or block line adjacent to the golf fairway property shall be in general conformity with the overall landscaping pattern of the golf course fairway.

c. In connection with the development of any Lot for residential purposes, or the construction of improvements thereon, reasonable care shall be used to preserve and

retain as many trees as is reasonably possible. No excavation, fill or clear cutting of trees shall be performed in violation of law, or of this Declaration.

5.22 Use and Protection of Lakes. Except with respect to Lake Chapman:

- a. Use of lakes and islands in them is limited to Owners whose Lots abut that lake and their guests. Private ownership of islands and subsurface lands is subject to this right of use. No structures may be built on islands.
- b. No person may use a boat over 12 feet in length on any lake. No mechanical power for boats is permitted except electric motors under 1 horsepower.
- c. No docks or similar structures shall be constructed except with prior written approval from the Architectural Committee. No water wells shall be drilled by an Owner as long as irrigation water is provided by the Association. No Owner may fill a lake nor draw water from a lake nor place any solid material or liquid in a lake. This prohibition does not apply to natural or storm drainage.

5.23 Swimming Pools. Swimming pools shall not be nearer than ten (10) feet from any Lot or golf course easement line and must be located to the rear of the main building unless a different location is authorized in writing by the Architectural Committee.

5.24 Sprinkling Systems. All Lots must have 100% underground sprinkling coverage in operable condition.

5.25 Excavation. No elevation changes shall be permitted which materially affect the surface grade of surrounding Lots.

5.26 Hardship Waiver. The Architectural Committee is authorized to grant hardship waivers to Lot Owners in the event the strict application of these restrictions presents a bona fide hardship.

5.27 Patio Homes. Patio Homes constructed on Block 7, 8, and 9 of the Avila Subdivision Plat, Unit I, are exempt from paragraph 5.5 and may be exempted from other restrictions by the Architectural Committee provided they remain compatible with the Avila Subdivision as a whole in the opinion of the Architectural Committee. Supplemental restrictions shall be filed by the Developer with respect to patio homes on these blocks before they are offered for sale.

5.28 Parking Restrictions. All vehicles including private passenger automobiles owned, leased, or otherwise in the control of a person residing in Avila must be garaged and must not be parked on any Avila street or in any driveway at any time during the day or night. Vehicles parked in an approved screened from view area qualify as being garaged. The sole exception to this restriction shall be that in the event there are more vehicles than garage stalls at any one home, the number of vehicle(s) exceeding the

number of garage stalls may be parked in (first priority) approved guest parking places and if not available (second priority) driveways. The Board of Directors of the Association shall be empowered to grant exemptions upon written application in cases of hardship for original purchasers who shall have acquired title to land and had their plans approved by the Association on or before March 31, 1981.

5.29 Traffic Restrictions.

a. Traffic in any of the private streets and road or ways in Avila shall be subject to the provisions of the laws of the State of Florida concerning operation of motor vehicles on public streets. The traffic laws shall be enforceable by the Association as restrictive covenants hereunder.

b. Reasonable speed limits may be designated by the Board of Directors of the Association and shall be posted in Avila.

c. Only drivers licensed to operate by the State of Florida or by another state in the United States may operate any type of motor vehicle or golf cart on the streets in Avila. All golf cart owners shall maintain liability insurance with respect to Golf Carts meeting reasonable requirements of the Board of Directors of Association, and upon request, furnish evidence of such coverage and proof of payment therefor to the Association.

d. The Association is empowered to pass, administer and enforce reasonable rules and regulations for control of traffic and for security.

e. Automobiles and trucks with noisy exhaust systems shall not be operated in Avila.

f. There shall be no racing whatsoever on the streets in Avila.

g. Neither motorcycles nor mopeds shall be operated within Avila.

h. All vehicles of every kind and nature which are operated on the streets of Avila shall be operated in a careful and quiet manner, and with consideration for all Members of the community, and in a manner to be expected from a reasonable, prudent person.

5.30 Pond Restriction. Owners of all Lots contiguous to or abutting said golf course ("Golf Course Lots"), shall be restricted from using any pond, lake, or body of water, contiguous to or abutting said Lots in any manner whatsoever. This restriction shall also apply to any other property owner subject to the terms of the Declaration and any amendment thereto.

5.31 Architectural Control. Architectural control of the Avila Subdivision shall be maintained by the Association's Architectural Committee.

The purpose of architectural control is to assure that the residences and any other improvements in the Subdivision as a whole, will preserve a uniformly high standard of construction that is attractive and harmonious. The basic architectural control for regulation of all Lots is vested in the Architectural Committee. The power to regulate vested in the Architectural Committee permanently shall include the power to prohibit those buildings or improvements found to be a) inconsistent with the provisions of this Declaration, or the aesthetic design or quality intended to be created and preserved hereby, or b) contrary to the best interests of the Golf Course, or c) detrimental to the value and desirability of the Avila Subdivision as a residential community with exclusive, unique, and desirable qualities.

No building, structure or improvement shall be erected, constructed, placed or altered on any Lot until the Owner of the Lot shall submit in duplicate complete Plans and Specifications for such building, structure and/ or improvement and a detailed Site Plan showing its proposed location, and the Plan and Specifications and detailed Site Plan have been approved in writing. The approval of said Plans and Specifications may be withheld not only because of noncompliance with any of the specific easements, covenants, conditions and restrictions of this Declaration, but also by reason of the reasonable dissatisfaction with the landscaping or grading plan, the proposed location of the structure with respect to topography and finished grade elevation, the quality of workmanship and materials, the type or use of materials, the color scheme, finished design, proportions, architecture, style, shape, height, size, style or appropriateness of external design with the existing or proposed buildings, structures or improvements located or to be located upon the Lot or the Golf Course, including the heights, kind and appearance of fences, walls, any excavation or fill, change in drainage or terrain, planting, utility installation, and any other physical change or improvement to any Lot, the size, location and materials to be used in the construction of the walks and drives, and the sizes and species of landscaping materials, all of which are included within the definition of "improvements" as such word is used herein. One set of Plans and Specifications and a detailed Site Plan as finally approved may be retained by the Architectural Committee for their permanent records.

It is the intention of this provision to vest in the Association permanently thereafter the power to regulate the appearance of buildings, and improvements to be located upon each Lot, for the purposes herein set forth. Upon completion of any building, structure or improvement in accordance with approved Plans and Specifications and detailed Site Plan, no changes, alterations, additions, reconstruction, or attachments of any nature whatsoever shall be made to the exterior of the building, structure and/or improvement or to the Lot, including that portion thereof not actually occupied by the improvements thereon, unless the same are identical to the original work, without prior written approval in the manner above provided.

All of the foregoing approvals shall not be unreasonably withheld so long as such original Plans, Specifications and detailed Site Plan or such change, alteration, addition, reconstruction or attachment, as the case may be, conforms substantially to, and is in

harmony with, the creation and preservation of the general plan of development intended to be created and preserved by this Declaration.

The Architectural Committee's approval, disapproval or conditional approval shall be endorsed upon the Plans and Specifications submitted by the Owner, and shall be further evidenced by a written instrument executed and acknowledged by the approver. Such written instrument shall be returned to the Applicant accompanied by one-set of the submitted documents within thirty (30) days after submission.

5.32 Exculpation of the Architectural Committee. The Architectural Committee cannot and shall not be held responsible, for any loss or damages to any person arising out of the approval or disapproval of plans, design or construction errors. Nor shall the Architectural Committee be held responsible for loss or damages to any person arising out of noncompliance with governmental land use and building regulations.

Article VI.

Special Restrictions Affecting Golf Course and Golf Course Lots

6.1 Golf Course Restrictions. This Article shall apply to the real property identified as the Avila Golf Course and shaded in the sketch attached hereto as **Exhibit D (“Golf Course”)**. The use of the Golf Course shall be restricted to a golf course or open space or a combination of such uses, or as expressly authorized in Section 6.2 of this Declaration. Any construction or occupancy of any building thereon, except for golf course facilities, is expressly prohibited, it being the intent to prohibit development of the Golf Course for any purpose other than golf course or open space purposes, subject only to reasonable utility, ingress, egress and drainage easement rights retained by the Developer. In addition, as part of the general plan of development, the covenants contained in this Article shall run with the Golf Course and be binding upon the parties hereto and their successors and assigns for the duration of the operation of the restrictive covenants set forth in this Declaration.

It is expressly understood and agreed to between the parties hereto that the exact boundaries of the Golf Course are not presently available. A metes and bounds or other legal description of the Golf Course prepared by the Developer and approved by the Association pursuant to Section 8.2 of this Declaration may be added at some future date to this Declaration in substitution for the Golf Course drawing attached hereto as Exhibit D. It is hereby further recognized that the Developer may make such adjustments to the Golf Course as it deems appropriate with the approval of the Association as described in Section 8.2 of this Declaration and with the specific approval of any Member of the Association whose Lot or property abuts that portion of the Golf Course that will be adjusted. At any time that the Golf Course boundaries are legally described or adjusted, if applicable, the Developer shall execute and record a supplemental instrument to this Declaration indicating the revised boundaries of the Golf Course.

6.2 Golf Course Relationship to Subdivision. The Golf Course and related structures, including any commercial appurtenances in Exhibit D, constructed within the Avila Subdivision perimeter fence is not common property of the Avila Subdivision. It is separate and distinct from Avila and is not subject to this Declaration except as provided for in this Article. It shall be a private club separate and apart from the Association and operated under its own rules and regulations. No portion of the Golf Course shall be or become part of Avila or a Common Area, nor shall the Association or its Members have any ownership or easement rights therein except such rights as they may have by virtue of their membership in the private club which will own and operate the Golf Course, said private club being independent of the Association. The Association shall have no obligation to provide maintenance, security, or other services for any portion of the Golf Course. Developer agrees the Golf Course shall be exclusively for the Golf Course operation and any related commercial activities including but not limited to, rental villas appurtenant to the Golf Course. The Developer agrees that the Golf Course shall be used either in this fashion or maintained as open area for the duration of these deed restrictions. Nothing herein shall be construed to give any person any right, privilege, in or to the Golf Course, including the right to enter upon or use the property except under such conditions as may be established by the private club. These restrictions have reserved a means of ingress and egress to the Golf Course over the private roads of the Avila Subdivision. The Developer agrees that the owner of the Golf Course shall be obligated to pay any annual assessments to the Association for its portion of the cost of maintaining the private roads, maintaining the perimeter fence, gate security and all other services it renders. The amount of the assessments shall be mutually agreed upon by the owner of the Golf Course and the Association. If no sum can be mutually determined, the fee shall be \$3000.00/annum.

6.3 Golf Course Easement. For the benefit of the Golf Course, and appurtenant to and running with the land, there are hereby created exclusive rights and easements further described and defined in Paragraphs 6.3 through 6.8 of this Article, upon that portion of each Lot adjacent to the Golf Course. The Golf Course easement area is more specifically described as the 15 feet of Blocks 8 and 9, Unit I nearest the golf course and the area within 25 feet of the Golf Course with respect to all other Lots. These easements and rights are collectively referred to as the "Golf Course Easement".

6.4 No Walls, Fences, Etc., Bordering Golf Course. To promote an "open space" atmosphere for the benefit of the Golf Course, no solid line of fence, wall or shrubbery will be permitted on the Golf Course Easement Area.

6.5 Right of Access to Lots and Golf Course Easement Areas. Until such time as a residence is constructed on a Lot, it shall be subject to a right and easement permitting and authorizing registered Golf Course players and their caddies to enter upon all or any part of any Lot to recover or play a ball (subject to the official rules of the Golf Club) without such entering and playing being deemed a trespass. After a residence is constructed, such easement shall be limited to the Golf Course Easement Area, and for the limited purpose of retrieving and recovering or playing a golf ball, or retrieving any

other object accidentally coming upon such Golf Course Easement Area. Players or their caddies shall not be entitled to enter upon any such Lot, or the Golf Course Easement Area with a golf cart or other vehicle, nor spend unreasonable time on such Lot or Golf Course Easement Area, or in any way commit a nuisance, or damage, or destroy any property, plantings or foliage, while thereon. After construction of a residence on a Lot subject to the Golf Course Easement Area, "out of bounds" markers shall be placed on said Lot by the Developer anywhere within the Golf Course Easement.

6.6 Distractions Prohibited. Owners of the Lots subject to the Golf Course Easement shall be obligated to refrain from any actions which would distract from the playing qualities of the Golf Course or the development of an attractive overall landscaping plan for the entire golf course area, including the Owner's Lot. Such prohibited actions shall include, but are not limited to, such activities as an otherwise permitted burning on a Lot when the smoke would cross the fairway, the maintenance of dogs or other pets on a Lot under conditions interfering with play due to their loud barking, running on fairways, picking up balls, or other animalistic activity.

6.7 Right to Maintain Lots. There is hereby reserved a right and easement, upon, over, through and across the Golf Course Easement Area at any reasonable hour for the purpose of maintaining or landscaping the Golf Course Easement Area. Such maintenance and landscaping may include regular removal of underbrush, trees less than two inches in diameter, trash or debris, the planting of grass, trees and shrubbery, watering, application of fertilizer, and mowing. The foregoing right and easement shall apply to the entire Lot until a residence is constructed on the Lot.

6.8 Easement of Light, Air and View. There is hereby reserved the right and/or easement of light, air, and view over and across the Golf Course Easement Area.

6.9 Exculpation of Developer. Developer cannot and shall not be held responsible, for any loss or damages to any person arising out of the approval or disapproval of plans, design or construction errors. Nor shall the Developer be held responsible for loss or damages to any person arising out of noncompliance with governmental land use and building regulations.

6.10 Pond Restriction on Owners of Golf Course Lots. Notwithstanding any other provisions of this Declaration, all Golf Course Lots shall be restricted from using any pond, lake, or body of water, contiguous to or abutting said Lots in any manner whatsoever.

6.11 Design Approval. As set forth in Section 5.31 of this Declaration, to further protect, conserve, and enhance the aesthetics of the Golf Course Easement Area, the Architectural Committee shall have the power to prohibit the construction of buildings or improvements on any Lot contrary to the best interests of the Golf Course. In addition, as more specifically set forth in Section 5.31 of this Declaration, the Architectural Committee may withhold the approval of proposed Plans and Specifications for any construction or improvement not only because of noncompliance with any of the specific

easements, covenants, conditions and restrictions of this Declaration, but also by reason of the reasonable dissatisfaction with the landscaping or grading plan, the proposed location of the structure with respect to topography and finished grade elevation, the quality of workmanship and materials, the type or use of materials, the color scheme, finished design, proportions, architecture, style, shape, height, size, style or appropriateness of external design with the existing or proposed buildings, structures or improvements located or to be located upon the Lot or the Golf Course, including the heights, kind and appearance of fences, walls, any excavation or fill, change in drainage or terrain, planting, utility installation, and any other physical change or improvement to any Lot, the size, location and materials to be used in the construction of the walks and drives, and the sizes and species of landscaping materials, all of which are included within the definition of "improvements" as such word is used herein.



ARCHITECTURAL REVIEW COMMITTEE

Application for Approval of Preliminary or Final Design, Remodeling, Changes or Additions

Owner

Name: _____

—
Address of

Property: _____

Contact Number: () _____

Architect/Designer/Contractors

Name: _____

Address of

Architect/Designer/Contractor: _____

Contact Number: () _____

CHECK ONE:

- 1.) Person to be contacted for additional information:
 Owner Architect Contractor

- 2.) Preliminary Submittal Final Approval

- 3.) New Residence Remodeling/Changes/Additions

BRIEF DESCRIPTION OF PROJECT: _____

BUILDING EXTERIOR MATERIALS: Specifications for all exterior materials must be noted on plans

COLOR SCHEME: (Necessary for Final Approval): A color sample must be provided to the Architectural Review Committee. A 4x4ft sample may be required on the exterior of the home-site.

PLEASE NOTE THE FOLLOWING:

- A proposed timeline indicating the start and completion date(s) must be submitted with plans for Preliminary/Final Designs, Remodel, Changes or Additions.
- The Architectural Review Committee has 30 days from the receipt of a submittal to respond in writing of their decision.
- All contractors must follow the “**General Rules for all Avila Contractors & Service Personnel**” listed in Appendix 5 of the Avila Property Owner’s Architectural Review Guidelines.
- **Two complete sets of working plans and specifications must be filed with this application.**
- The ARC is permitted to walk on homeowners property for the sole purpose of reviewing the ARC submittal.

APPLICATION FEES:

A. New House Construction, including Landscaping.....	\$250
B. Remodeling, Renovations, and Additions.....	\$150
C. Existing Landscape Revisions.....	\$100
D. Demolition Fee.....	\$250
plus road fee.....	<u>\$250</u>
Total.....	\$500
E. Plan Revisions.....	\$50

It is the responsibility of the property owner and the property owner's contractors to review and follow the ARC Guidelines, submit complete and accurate plans and specifications for approval. Variances from these Design Guidelines or from prior submitted plans and specifications must be noted with each request for approval. Approvals given with respect to requests for approval of stated particular design features are limited to the stated design feature.

Signature of Owner: _____

Date: _____

Signature of Owner’s Agent: _____

Date: _____



ARCHITECTURAL REVIEW COMMITTEE
Application for Approval of Landscape Plan

Owner

Name: _____

—
Address of

Property: _____

Contact Number: () _____

Architect/Designer/Contractors

Name: _____

Address of

Architect/Designer/Contractor: _____

—
Contact Number: () _____

CHECK ONE:

4.) Person to be contacted for additional information:

_____ Owner _____ Architect _____ Contractor

5.) _____ New Landscape Submittal _____ Changes to Existing
Landscape

BRIEF DESCRIPTION OF PROJECT: _____

Are there any items on these plans (other than the landscaping) for which you are requesting approval at this time" (i.e. walls, patios, etc.)?

_____ No _____ Yes, Please specify: _____

PLEASE NOTE THE FOLLOWING:

- The Architectural Review Committee has 30 days from the receipt of a submittal to respond in writing of their decision.
- All contractors must follow the “**General Rules for all Avila Contractors & Service Personnel**” listed in Appendix 5 of the Avila Property Owner’s Architectural Review Guidelines.
- **Two complete sets of the landscape plan must be filed with this application.**
- Landscape plan must include but not limited to the following: plant size and quantity and location of plants
- All contractors must obtain the required permits
- The ARC is permitted to walk on homeowner’s property for the sole purpose of reviewing the ARC submittal.

APPLICATION FEES:

A. Existing Landscape Revisions.....\$100

It is the responsibility of the property owner and the property owner's contractors to review and follow the ARC Guidelines, submit complete and accurate plans and specifications for approval. Variances from these Design Guidelines or from prior submitted plans and specifications must be noted with each request for approval. Approvals given with respect to requests for approval of stated particular design features are limited to the stated design feature.

Signature of Owner: _____

Date: _____

Signature of Owner’s Agent: _____

Date: _____



ARCHITECTURAL REVIEW COMMITTEE
Application for Approval of Demolition Plan

Owner Name: _____

Address of Property: _____

Contact Number: () _____

Contractors Name: _____

Address of Contractor: _____

Contact Number: () _____

CHECK ONE:

- 6.) Person to be contacted for additional information:
_____ Owner _____ Architect _____ Contractor

Lot Size: _____ (Square feet of dry area)

IF YOU FEEL THAT ANY ITEMS REQUIRE SPECIFIC ATTENTION, PLEASE STATE SO BELOW: _____

Are there any items (other than the demolition) for which you are requesting approval at this time (i.e. walls, patios, etc.)?

No _____ Yes _____, Please Specify: _____

PLEASE NOTE THE FOLLOWING:

- A proposed timeline indicating the start and completion date(s) must be submitted with demolition plan.
- The Architectural Review Committee has 30 days from the receipt of a submittal to respond in writing of their decision.
- All contractors must follow the “**General Rules for all Avila Contractors & Service Personnel**” listed in Appendix 5 of the Avila Property Owner’s Architectural Review Guidelines.
- **If a lot is made vacant due to demolition, it must be cleared and maintained in accordance with Avila standards and plans to install sod and other landscaping and irrigation must be submitted.**
- **Two complete sets of working plans and specifications must be filed with this application.**
- The ARC is permitted to walk on homeowner’s property for the sole purpose of reviewing the ARC submittal.

APPLICATION FEES:

A. Demolition Fee.....	\$250
plus road fee.....	<u>\$250</u>
Total.....	\$500

It is the responsibility of the property owner and the property owner's contractors to review and follow the ARC Guidelines, submit complete and accurate plans and specifications for approval. Variances from these Design Guidelines or from prior submitted plans and specifications must be noted with each request for approval. Approvals given with respect to requests for approval of stated particular design features are limited to the stated design feature.

Signature of Owner: _____ Date: _____

Signature of Owner’s Agent: _____ Date: _____

APPENDIX 5

GENERAL RULES FOR ALL AVILA CONTRACTORS & SERVICE PERSONNEL

The following rules apply to all contractors and service providers and their employees and agents while on the premises of Avila. Violations of any rule(s) may result in penalties, including fines and suspension of access to the Avila subdivision, thereby making it no longer possible to work in the subdivision.

1. All contractor personnel are required to enter and leave through the designated Construction Gate located at the 16500 Block of North Florida Avenue (605 Guisando de Avila).
2. The Construction Gate will be open from 7:30 a.m. until 5:30 p.m., Monday through Friday, and 8:00 a.m. to 4:00 p.m. Saturdays. It is closed all day on Sunday and certain holidays. All equipment and delivery vehicles must enter and leave during these hours. If exigent or special circumstances require the moving of equipment or deliveries when the Construction gate is closed, arrangements may be made by calling Security at the telephone number listed on page 1. However, at no time will heavy construction vehicles (concrete, truss, block, sod) be allowed through the Lake Magdalene Gate. There are height and width limitations. As a matter of routine scheduling, there will be no work performed and the construction gate will be closed on Sundays or certain designated holidays. However, the Association may make reasonable exceptions for inside work under special circumstances.
3. Sand and any debris from the construction site shall be removed from the street
DAILY.
4. Contractors are required to keep their job sites in a neat and clean condition at all times. Trash and discarded materials must be removed or placed in approved dumpsters or other approved containers daily. Stockpiling of building material on adjacent lots or on streets is not allowed. Trash not removed or contained as required will cause the job to be shut down until job site is brought up to standards.

A: Full dumpsters must be emptied in a timely manner.
5. Contractors will use only the utilities provided on the immediate site on which they are working.
6. Portable Sanitation Devices must be green and the location thereof must be approved by the Architectural Review Committee. Appropriate screening will be required.
7. Any damage to streets and curbs, drainage inlets, street lights, street markers, mailboxes, walls, etc. and shall be reported to security immediately. The damage will be repaired by Avila and any cost will be billed to the responsible contractor.

8. All traffic safety rules and posted speed limits must be obeyed. Traffic safety violations may result in penalties ranging from a \$50.00 fine to suspension of driving privileges in the community.
9. The washing of vehicles at construction sites is prohibited. Concrete delivery trucks may be washed out, but only on the construction site, not on the street or neighboring property. The contractor will be responsible for the removal of concrete residue resulting from the wash.
10. Operators of delivery vehicles will be responsible for any spills within Avila, and if spillage of a load occurs, operators are responsible for cleanup. Cleanups performed by Avila personnel will be billed to responsible party. All spills small be reported to security immediately.
11. If you cut any telephone, cable TV, electrical, water, etc. lines, it is your responsibility to report and repair such an accident to the security personnel within 30 minutes.
12. Avila has a program of vehicle search that provides for the inspection and/or search of all vehicles arriving and leaving the Avila property. This program does not require a forced search of any vehicle whose operator does not wish to comply. However, parties who do not agree to the search, if requested, will not be allowed within Avila in the future.
13. All personnel working in Avila are to ensure that they keep all areas in which they work, or travel through, free of discarded materials, such as lunch bags and odd materials. Objects should not be thrown out of cars and trucks.
14. No radios, tape players or other audio devices are permitted on work sites.
15. No short cuts across the golf course are allowed. Any contractor working on or adjacent to the course must have a full-time golf employee show them paths of access and egress.
16. Work on a site that would be considered to be disturbing to neighboring residents or the community in general, such as land clearing, the use of rivet guns, power saws, lawn movers, etc. should be scheduled to take place during reasonable day time hours, Monday through Friday, so as not to infringe on the rights of residents to enjoy peaceful evenings, early morning, and weekends. Such work should not be scheduled for a Saturday. Avila Security shall have the unrestricted right to determine if construction activity is creating an unreasonable disturbance and if so order the activity to cease immediately. If the contractor disagrees with the decision of Security, an appeal may be made to the Executive Director of the Avila Property Owners' Association. The Executive Director will make every reasonable attempt to resolve the issue in a timely fashion, however in the interim, the decision of Security remains in effect.

No contractors or their employees may remain on the premises after the Service Gate is closed and outside work may not be done before or after 7:30 a.m – 5:30 p.m. Monday thru Friday & 9:00 a.m. – 3:30 p.m. on Saturday. Saturday work is limited to quiet activity-no outdoor noise or other disruption will be allowed on Saturdays.

17. All contractor vehicles must be parked on the property on which the house is being constructed. Contractor vehicles or those making deliveries may not be parked on the street. If at some point during construction parking on the lot will be physically impossible, contact the Supervisor of Security beforehand to make other arrangements. No motorcycles/motor bikes, etc. are allowed in Avila.

Vehicles (trucks, vans, cars, etc.) may not be left in the subdivision overnight. Construction equipment may be left on the site while needed, but must not be on the streets. Vehicles left on the streets will be towed away at owners' expense.

18. Fishing in the lakes of Avila by any contractor personnel is strictly prohibited at all times.

19. No signs or advertisements are allowed on any site. The exceptions being 1.The owner and/or builder's name and site address may be displayed on the approved permit box in order to facilitate deliveries and accommodate workers attempting to locate the site and 2. During the period of active construction, no more than two signs announcing "No Trespassing on a construction site" may be posted consistent with Florida Statute. Such signs shall be professionally printed, shall not exceed 14" x 22" in dimension and shall be placed no closer to the street than 20 feet. No telephone numbers, realtor's name, or other advertisement will be allowed.

20. Only bona fide workers are allowed in the subdivision. Anyone driving an employee to a site must not remain on property unless they are actual employees of sub-contractor.

21. Contractor personnel are not permitted to bring pets on property.

22. Prime contractors and owners/supervisors will be held responsible for the conduct/actions of their employees in Avila. They are responsible to see that all discharged employees leave the Avila property immediately.

23. Workers must travel to and from the work site by the most direct route. They shall not digress throughout the community for sight-seeing or any other purpose. Solicitation within the community is not allowed.