

# Design Review Manual

For

Villas del Mar, Ville di Capri, Marbella,  
Montilla, Monterrey and La Costa

Hammock Dunes Private Community <sup>TM</sup>

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Prepared for:

Hammock Dunes Owners' Association, Inc.

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## INTRODUCTION

The Declaration of Protective Covenants, Conditions and Restrictions for Hammock Dunes Private Community (Master Declaration) establishes a standing committee of the Hammock Dunes Owners' Association, Inc. (HOA), designated the Design Review Committee (DRC), whose function is to review and approve or disapprove plans for any proposed construction or alteration within Hammock Dunes Private Community. The Master Declaration has granted the DRC broad discretionary powers regarding design, construction and development including architectural style, colors, textures, materials, landscaping, overall impact on surrounding property, and other aesthetic concerns. This Design Review Manual is a portion of the Development Codes referenced by the Master Declaration and the Villas Neighborhood Declarations. Capitalized terms in this document are as defined in the Master Declaration.

It is the intent of this manual to help assure that the Hammock Dunes Private Community will be a community of quality homes and buildings with tasteful and aesthetically pleasing architectural designs that are harmonious with surrounding structures and topography. This manual promotes the use of long-lasting materials, high construction standards, quality landscaping, and other site improvements that will reflect the quality and permanence of a premiere residential community. The manual pertains to all lots and common areas within the Villas Neighborhood, including Villas del Mar, Ville di Capri, Marbella, Montilla and La Costa.

The overall design theme within the Hammock Dunes Private Community, including the Villas Neighborhood, is a Mediterranean flavor and style that accentuates the colors, exterior design traits, and roof tiles of the most prestigious and traditional Mediterranean homes. Since construction of new residences is complete in Villas del Mar, Ville di Capri, Marbella and Monterrey, future work in these areas will deal with improvements of current homes. **The primary requirement for these improvements, as well as new construction in Montilla and La Costa, is to match or closely blend with the existing and surrounding residences. Additions or modifications must be integrated into the existing structure and property so as to appear part of the original construction.**

**IMPORTANT NOTE:** The Neighborhood Declarations require that all construction be done by a DRC approved licensed general contractor with demonstrable experience in building custom homes. The DRC reserves the right to reject an Application for Construction on the basis of Builder qualification. The Owner is responsible for assuring that a qualified Builder is employed. Any questions regarding a Builder's qualifications should be referred to the DRC. The DRC maintains a list of all pre-approved Hammock Dunes Builders for Lot Owner reference. Builders seeking addition to the list of Approved Builders are subject to the Review Fee on Exhibit 1.

**THE LOT OWNER ULTIMATELY IS RESPONSIBLE TO ENSURE THAT THE RETAINED BUILDER MEETS THE REQUIREMENTS OF THIS MANUAL AND OTHER APPLICABLE DOCUMENTS.**

This manual has been prepared by the DRC as a guideline for Lot Owners, their Architects and Builders in designing New Homes (defined as the primary living structure, swimming pool and/or spa) and remodeling Existing Homes (defined as the primary living structure, swimming pool and/or spa that affects existing exterior architectural features, foot print and/or square footage, or exterior appearance in any fashion). The manual **does not include** all building, use and other deed restrictions associated with the Hammock Dunes Master Declaration and the Villas Neighborhood Declaration.

Each Lot Owner and their Builder should be familiar with the provisions of the Master Declaration and other rules and regulations of the HOA as well as the Declaration of Protective Covenants, Conditions and Restrictions for the Villas Neighborhood Association. The inclusion of any recommendation in this manual shall not preclude the right of DRC to disapprove any proposed submittal for any reason. All terms used in this manual shall be defined in accordance with definitions used in the Master Declaration.

Approval by the DRC does not constitute approval by any public permitting agency. Flagler County requires building permits for homebuilding which will necessitate compliance with local and state building codes.

THIS DESIGN REVIEW MANUAL IS A PORTION OF THE DEVELOPMENT CODES REFERENCED BY THE MASTER AND NEIGHBORHOOD DECLARATIONS AND MAY BE MODIFIED FROM TIME TO TIME BY THE DRC AS PROVIDED THEREIN. ALL LOT OWNERS ARE RESPONSIBLE TO BE AWARE OF ALL BUILDING REQUIREMENTS AT THE TIME OF POSSIBLE LOT SALE OR COMMENCEMENT OF THE DESIGN OF A HOME.

### **GENERAL INFORMATION AND THE REVIEW PROCESS**

Lot Owners in the process of considering the design and construction of a New Home, swimming pool and/or spa, or the remodeling of an Existing Home, swimming pool and/or spa that affects existing exterior architectural features, foot print and/or square footage, or exterior appearance in any fashion, shall submit to the DRC a Design Review Application (available from the DRC as Appendix A). The Design Review Application shall be the transmittal record of the submission and the DRC response to the submission.

**Prior to construction**, a Lot Owner, their Architect and Builder must receive guidance from the DRC by following the three step design and construction review process below:

- A. Design Application and Concept Review
- B. Final Construction Plan Review
- C. Final Inspection and Acceptance

Often, the DRC will make design suggestions between Step A and B as well as rendering a definite acceptance/disapproval decision of design elements. The Lot Owner is encouraged to make this

interaction a positive, constructive exchange, as many homes have been built and the DRC has valuable advice to offer.

Full and timely submission of information, as well as adherence to the design standards set in this manual and by Flagler County permit requirements, may prevent delays and minimize the frustration of all parties involved. Questions concerning the interpretation of any matter set forth in this manual should be directed to the chairman of the DRC.

### **Design Application and Concept Review**

A Builder or Owner shall submit preliminary or conceptual drawings and specifications or other information to the DRC for Design Application and Concept Review prior to Final Construction Plan Review. Design Application and Concept Review is provided for the convenience of Lot Owners, their Architects and Builders in order that they may receive Conceptual Approval of building and landscape plans prior to preparing and submitting detailed plans and specifications.

The DRC will review the information and indicate its approval, disapproval or recommendation. A Conceptual Approval given by the DRC shall not constitute approval for the commencement of construction, but only approval of the conceptual information being submitted. Submittals for Design Application and Concept Review of any New Home construction, including swimming pool and/or spa, or the Alteration or Addition to an existing home, swimming pool and/or spa that affects existing exterior architectural features, foot print and/or square footage, or exterior appearance in any fashion, shall include at a minimum two (2) full size sets, plus one (1) reduced 11 inch by 17 inch hard copy and a pdf soft copy of the Concept Plans (C thru F below), which shall be designed by a Registered Florida Architect and a Registered Florida Landscape Architect.

The Design Application and Concept Review submittal shall include the following:

- A. Design Review Application (Appendix A).
- B. Review Fee (per the schedule shown in Exhibit 1).
- C. Conceptual site plan showing the approximate location and dimension of all improvements. This plan should also show the relationship of the proposed building on adjacent properties.
- D. Concept floor plan.
- E. Concept exterior elevations.
- F. Concept landscape plans.
- G. Photographs of the site in its existing state taken from each corner of the home site.
- H. Such other information, data and drawings as may be reasonably requested by the DRC.
- I. Photographs of two (2) adjacent properties at either side from the curb

### **Final Construction Plan Review**

No construction of a building or structural improvement, no clearing, landscaping or other site improvement, and no alteration or addition to any existing structure or site improvement shall be made on any property until the plans and specifications showing the proposed design, nature, kind, shape, size, color, materials and location of same shall have been submitted to and shall have

received final approval by the DRC, and the Owner, Builder and HOA have signed an HOA Construction Agreement (available from the DRC as Appendix B).

Lot Owners and Builders requesting Final Construction Plan Review of an improvement shall submit sufficient exhibits to demonstrate compliance with the standards and requirements of this Design Review Manual. Construction must begin within six (6) months from date of final approval and must be completed within 24 months after construction commences. If construction is not commenced within six (6) months from the date of approval by the DRC, approval is void and the Builder or Owner must submit a new Final Construction Plan Review to the DRC for approval. If the approval is granted subject to conditions, the conditions shall be satisfied within sixty (60) days of issuance or the approval shall be void.

Submittals for Final Construction Plan Review of any New Home construction including swimming pool and/or spa, or the Alteration or Addition to an existing home, swimming pool and/or spa that affects existing exterior architectural features, foot print and/or square footage, or exterior appearance in any fashion, shall include at a minimum two (2) full size sets, plus one (1) reduced 11 inch by 17 inch hard copy and a pdf soft copy, of the following plans (C thru G below), which shall be designed by a Registered Florida Architect and a Registered Florida Landscape Architect.

The Final Construction Plan Review submittal shall include the following:

- A. HOA Construction Agreement (Appendix B).
- B. Associated deposits/commitments (per the construction deposit and commitment schedules shown on the following pages).
- C. Site plan at a minimum scale of 1" = 20' showing: a clearing and grading scheme with proposed and existing land contours, grades and flow of the site drainage system with relevant elevations shown; location and size of any trees having a diameter of three (3) inches or more proposed to be removed from the site; and the dimensions and locations of all buildings, access drives, parking, utilities (sewer, water, telephone, TV cable, etc.) street pavement location, and all other proposed improvements to the site.
- D. Landscape and Irrigation Plans: The conceptual landscape plan shall serve the purpose for starting construction of the residence. This plan shall establish the basis and commitment for the landscape intent for all elevations of the residence. The final landscape and irrigation plan shall be submitted at completion of the Framing/Structure milestone. This final plan shall refine the conceptual plan taking into account the natural vegetation remaining. The final plans shall be at a minimum scale of 1" = 20' showing: the size, type and location of existing and proposed tree locations; the location of all planting areas including existing plant materials incorporated into the plan; and the species and size of all stock at the time of planting. An irrigation plan must be included at this time.

- E. Plans at a minimum scale of 1/4" = 1'0" for all floors, cross sections and finish elevations including projections and wing walls (floor plans should also show total square feet of air conditioned living area).
- F. Plans, elevations, types of materials and other information associated with any other site improvement or ornamentation, including mail boxes, exterior lighting, walls, fencing and screening, patios, decks, pools, porches, other improvements and signage.
- G. Samples and color chips of all exterior finishes and materials to be incorporated into the plan and such other information, data and drawings that DRC may request.

The Builder or Owner shall have the corners of the proposed home, swimming pool and/or spa, or proposed alteration or addition improvements staked, and trees slated for preservation marked for an on-site review by the DRC prior to review of the application by the DRC.

If, after completion of the initial New or Alteration or Addition construction proposal, a Builder or Owner desires final approval of an alteration or addition to the original request, sufficient information shall be submitted to the DRC to allow full understanding of the proposed alteration or addition. Such information could be as simple as a letter with a material sample or picture or as complex as the above-stated submittals.

### **Final Inspection and Acceptance**

Construction must be completed within the milestone dates specified by the Builder in the HOA Construction Agreement (Appendix B), with the start date designated on the issuance date of a building permit. **The DRC shall have the right to enter upon and inspect any property at any reasonable time before, during, or after the completion of work for which approval is required under this manual.** The following construction milestones describe the Builder's responsibility to notify the DRC and the DRC's responsibility to the Builder:

- A. Upon completion of the foundation, the Builder shall submit a survey of the foundation to the DRC.
- B. The Builder shall notify the DRC of any changes in the following completion milestone dates as specified in the HOA Construction Agreement (Appendix B):
  - 1. Lot Clearing/Demolition/Foundation: plumbing roughed in & slab poured.
  - 2. Framing/Structure: exterior walls, roof trusses, roofing dry-in, windows & doors.
  - 3. Outside & Inside Finishes: electric, plumbing, drywall, cabinetry, roof tile, paint.
  - 4. Driveway & Landscaping: ready for Certificate of Occupancy.
  - 5. Certificate of Occupancy: ready for move-in.
- C. Upon completion of construction, the Builder shall give written notice to the DRC. Attached to the notice shall be a final survey and a copy of the Certificate of Occupancy for the newly constructed residence and/or improvement.

- D. After DRC's "Final Inspection and Acceptance" of the construction and/or improvements and provided that such inspection determines that the construction and/or improvements were completed in substantial compliance with the proposed plans and specifications submitted for Final Approval, the DRC shall return the Construction Deposit, less amounts withheld for any reason specified in the Construction Agreement (Appendix B).

Builders and Lot Owners are forewarned that the Master Declaration has granted to the DRC and the Board of Directors of the HOA broad discretionary powers regarding the remedy or removal of any non-complying improvement constructed within Hammock Dunes and/or penalties associated with exceeding the specified dates in the HOA Construction Agreement (Appendix B). In this regard, should the DRC find any construction and/or improvement was not performed or constructed in substantial compliance with the approved submittals, the Board of Directors of the HOA or the DRC may, after reasonable notice to the Builder or Lot Owner, remedy or remove the non-complying improvement and seek any remedy permitted as outlined in the Construction Agreement (Appendix B) or as otherwise permitted by law. Any action by the DRC or HOA in remedying or removing the non-compliant improvement shall not be deemed a trespass, theft or any other criminal offense, and the Lot Owner, Builder and any successors, agents or assignees thereof shall not hold the DRC, the HOA, its agents, or the Board of Directors liable for such remedy or removal.

The DRC recognizes that weather and the availability of building materials and labor may adversely impact the milestone dates specified in the HOA Construction Agreement (Appendix B). In such an event, Builders shall notify well in advance any potential design or construction issues, which could adversely impact these dates. There is a need to be aware of, understand and gage the impact of any construction completion delay upon neighbors and the overall Hammock Dunes community. Builder completion delay notifications to the DRC shall include reasons for the delay along with a revised milestone completion schedule. Builders should understand that a timely notification of milestone and/or timeline delays associated with completion of a home, alteration or addition should reflect more favorably than any last minute or no notification.

**REVIEW FEES, CONSTRUCTION DEPOSIT, CASH DEPOSIT, IRREVOCABLE LETTER OF CREDIT, CONSTRUCTION LOAN COMMITMENT**

Plans submitted to the DRC for Design Application and Concept Review or Final Construction Plan Review shall include the appropriate **Review Fee** as listed in Exhibit 1. **The Fees are: (1) Construction of a New Home, \$3000 or (2) Remodeling of a Finished Home, \$500 for a Major Alteration or Addition, \$250 for a Minor Alteration or Addition, and No Fee for a Minor Improvement.** The Design Review Application (available from the DRC as Appendix A) shall be used as a transmittal record of the submission and the DRC response to the submission.

On all New, Alteration or Addition Construction, the Owner and Builder shall enter into the attached HOA Construction Agreement (Appendix B) with the HOA. **Under this agreement, the Builder must submit to the DRC a Construction Deposit and one of the following: Cash Deposit, Irrevocable Letter of Credit, or Construction Loan Commitment.**

**Construction Deposit** – Per Exhibit 1, the Builder shall deposit ten thousand dollars (\$10,000) for New Construction or five thousand dollars (\$5,000) for a Major Alteration or Addition with the DRC, to be held by the DRC in an interest bearing account until the improvements are complete and the DRC performs its Final Inspection and Acceptance. The interest accrued by the deposit shall be remitted to the HOA as consideration for holding the funds in escrow.

In the event the DRC finds the need to utilize these funds for any of the purposes enumerated below, the DRC shall, except in an emergency, give the Builder two (2) business days within which to begin to correct the problem. If the action is not begun within that time, the DRC is authorized to remedy the situation and withdraw funds from the Construction Deposit and/or the Letter of Credit to cover any expenses. The Builder must replace any funds withdrawn from the construction deposit within five (5) business days of notification of the withdrawal by the DRC.

The construction deposit may be used to offset any costs incurred by the HOA or the DRC to:

- A. Repair damage to any property caused by the Builder or their subcontractors, suppliers and representatives during construction;
- B. Pay for any cleanup of the site and adjacent property not performed by the Builder;
- C. Bring the home site and any structures thereon into compliance with the requirements of the Master and Neighborhood Declarations and the Design Review Manual;
- D. Recover legal fees and other costs incurred by DRC in order to correct any construction or alteration not performed in substantial compliance with the plans receiving Final Approval;
- E. Comply with the terms of the Construction Agreement (Appendix B).

**Cash Deposit, Irrevocable Letter of Credit and Construction Loan Commitment** – To verify adequate funds are available to complete the proposed construction, for each New Construction or Major Alteration or Addition, the Builder shall also provide one of the three (3) following requirements contemporaneous with signing the HOA Construction Agreement:

1. **Cash Deposit** - The Builder may deposit with the HOA escrow agent the sum of one hundred thousand dollars (\$100,000) for New Construction or ten percent (10%) of the proposed cost of Major Alteration or Addition Construction, not to exceed one hundred thousand dollars (\$100,000), into an interest-bearing account. Any accruing interest will be added to the deposit and disbursed in accordance with the escrow agreement. The escrow agent may deduct administrative expenses pursuant to the escrow agreement prior to making any disbursement under the agreement.
2. **Irrevocable Letter of Credit** - Submit an Irrevocable Letter of Credit in the amount of one hundred thousand dollars (\$100,000) for New Construction or ten percent (10%) of the proposed cost of Major Alteration or Addition Construction, not to exceed one hundred thousand dollars (\$100,000), to be held by the DRC until all requirements of this

agreement, including Final Inspection and Acceptance, are complete. A sample of an Irrevocable Letter of Credit is attached (Appendix C).

3. **Construction Loan Commitment** - Provide to the DRC an original copy of the construction loan commitment from an institutional lender. The institutional lender and the form of the construction loan commitment are subject to review and approval of the DRC. The construction loan commitment shall be for the applicable residence only.

## **BUILDER CONDUCT**

All Owners and Builders shall be held responsible for the acts of their subcontractors, sub-subcontractors, material men, suppliers, laborers, or agents of any tier, or their respective employees and any other persons or parties involved in the construction or alteration of a home site. In this regard, a Builder and Lot Owner shall be responsible for the following:

- A. Ensuring that the construction site is kept clean and free of all debris and waste materials, and that stockpiles of unused materials are kept in a neat and orderly fashion. Maintenance of dumpsters and portable toilets on site is required. There shall be no burning.
- B. Prohibiting the consumption of alcoholic beverages, illegal drugs or other intoxicants that could hamper the safety or well-being of other personnel on the site or affect the quality of workmanship.
- C. Assuring that all Builder subcontractors, sub-subcontractors, material men, suppliers, laborers, or agents of any tier and their respective employees are properly insured.
- D. Assuring that all Builder subcontractors, sub-subcontractors, material men, suppliers, laborers, or agents of any tier and their respective employees do not commit any violations of the covenants, restrictions, rules and regulations of the HOA or the DRC.
- E. Limiting working hours for construction personnel to 7:00 a.m. to 7:00 p.m. Monday through Friday and 8:00 a.m. to 5:00 p.m. on Saturdays. No construction work will be allowed on Sundays. Exceptions to this rule may be allowed by the DRC/HOA under special circumstances and only with prior written authorization.
- F. Prohibiting construction personnel from having pets within Hammock Dunes Private Community.
- G. Maintaining portable toilets at the construction site.
- H. Prohibiting the playing of music or other sounds from non-construction activities which can be heard on adjoining property.
- I. Prohibiting use of adjacent property for access or storage of material or equipment. If this becomes a problem, the DRC should be contacted for assistance.

- J. Limiting all Builder subcontractors, sub-subcontractors, material men, suppliers, laborers, or agents of any tier and their respective employees to construction related activities at the designated site only. (NO FISHING, TOURING, ETC.)
- K. Ensuring Builder's employees, subcontractors and suppliers use only designated construction access routes as described by the DRC.
- L. Assuring that employee, subcontractor, supplier or construction vehicles do not limit or hinder access to the street or cul-de-sac or adjacent property driveways.

Violations of these rules may result in penalties imposed per the HOA Construction Agreement (Appendix B).

### **APPEAL**

If an application for Concept Review or Final Review has been denied, if an approval is subject to conditions which the Owner feels are harsh or unwarranted, or if there are disputes on any other matter related to actions of the DRC, the Owner may request a hearing before the full committee of the DRC within 10 days after the Owner receives notification from the DRC's decision. At the hearing the Owner will be permitted to present their position on the matter and make requests or recommendations as to an alternative action. After the hearing the DRC will review the information presented and notify the party of its final decision on the matter. The decision of the DRC shall be final.

### **GENERAL SUBDIVISION STANDARDS**

#### **Residential Use**

The home sites may be used for residential housing purposes and for no other purposes. No business, occupation, or profession may be conducted on a home site or within a dwelling unit except for those rights reserved to the Declarant, its successors, designees and assignees as set forth in the Master Declaration and Neighborhood Declaration.

#### **Temporary Improvements**

No temporary building or structure shall be permitted on any home site except that trailers, temporary buildings, barricades, temporary power poles and the like may be permitted during the construction of a permanent improvement, and provided that the DRC shall have approved the design, appearance, and location of the same. All such temporary improvements shall be placed on the home site and not on the road right-of-way. They shall be removed no later than fourteen (14) days after the date of completion of the building(s) for which the temporary structure was intended, and shall be permitted for no longer than a period of six (6) months unless an extension of time is granted in writing by the DRC.

### **Accessory Structures**

No more than one single-family residential dwelling shall be erected on a home site. No accessory structures will be approved.

### **Utility Service**

No lines, wires or other devices for communications purposes, including telephone, television, data and radio signals, or for transmission of electric current or energy shall be constructed or placed on any home site unless the same shall be in or by conduits or cables constructed, placed and maintained underground or concealed in, under or on buildings, or other approved improvements. Above ground electrical transformers and/or generators and other equipment may be permitted if properly screened and approved by the DRC. In addition, all propane, water, sewer, oil and other pipes for gas or liquid transmission, and their storage tanks, shall also be placed underground or within or under buildings. Nothing herein shall be deemed to forbid the erection and use of temporary power or telephone services incident to the construction of approved improvements.

### **Refuse and Storage Areas**

Garbage and refuse shall be placed in containers and shall be capped and contained in such a manner that they are inaccessible to animals. The containers shall be concealed within buildings, by means of a screening wall of the same material, design scheme and color as that of the building and by opaque landscaping sufficient to provide a permanent screen from view of surrounding property. These elements shall be integrated with the building plan, be designed so as not to attract attention, and shall be in an inconspicuous location.

### **SITE IMPROVEMENTS STANDARDS**

In addition to compliance with this Design Review Manual and the covenants, restrictions, rules and regulations of the HOA, all construction, alterations and improvements shall be in compliance with any local government or state laws. In the event that there is conflict between the local government requirements, state requirements, and those of the HOA, the more restrictive shall apply.

### **Site Placement**

All buildings and other improvements shall be placed as approved by the DRC. The existing topography and landscape shall be disturbed as little as possible, such that the maximum number of desirable trees and other natural features will be preserved. The DRC will review the proposed location of all improvements on the site prior to lot clearing.

## **Building Setbacks**

No lots are available for construction of new residences in Villas del Mar, Ville di Capri, Marbella and Monterrey. For Montilla and La Costa, the building envelopes in Exhibits 2A & 2B and 3A & 3B, respectively, shall be used as a “requested” location for the proposed construction. Variations to the building envelope will be allowed in a case where a home site would be rendered not buildable due to its size or topography or to save existing trees. Front, side and rear setbacks are listed in Exhibit 4 for each Villa neighborhood.

The DRC cannot grant a property owner rights to water views beyond the extension of their own property lines.

## **Driveways**

Parking spaces, garages, curb cuts and the driveway to a garage shall be planned and executed in an attractive and functional manner and shall consider the location of existing trees, topography, streetscape and compatibility with surrounding improvements.

All home sites shall have a paved driveway of stable and permanent construction of at least twelve (12) feet in width. Driveways must be constructed of concrete to match the design and style in each Villa neighborhood. When curbs are required to be broken for driveway entrances, the curb shall be repaired in an orderly fashion in such a way as to be acceptable to the DRC.

All concrete driveways shall have a light broom finish and joints shall be provided to prevent surface cracking. Any subsequent modification to driveways, including painting and/or change of material or finish, must be approved by the DRC.

## **Street Front Improvements**

The Builder shall maintain street trees, landscaping and irrigation within the portion of the road right-of-way between the home site and edge of pavement. This area of landscaping shall be defined by extending the side lot lines to the street. The DRC shall review the landscape and site plan to check that street tree spacing and landscaping is consistent with neighboring home sites and are within the street right-of-way

Street trees shall be Southern Magnolia, Live Oak or Laurel Oak, 14 to 16 feet in height, 7 to 8 feet in spread, 3 ½ to 4 inch caliper trunk with 6 to 7 feet of clear trunk. Alternative species may be considered. Trees shall equal or exceed the standards for Florida No. 1, as given in “Grades and Standards for Nursery Plants” Parts I and II State of Florida Department of Agriculture and any amendments thereto.

Sod shall be St. Augustine grass (*Stenotaphrum secundatum* ‘Floratum’ is recommended) or Empire Zoysia (*Zoysia tenuifolium* is recommended) unless otherwise approved by the DRC. The sodded area of the home site shall be provided with an automatic underground irrigation system.

Upon development of the home site, the Builder or Homeowner shall be responsible for maintaining the street trees, sod and landscaping in an acceptable manner to the edge of pavement, including plantings and irrigation within the road right-of-way.

Upon written request by the Owner or Builder, the Hammock Dunes Owners Association, Inc. will remove any of its irrigation heads in the road right-of-way during construction on the home site.

### **Drainage and Grading**

Special attention shall be given to proper site surface drainage, so that surface waters will not interfere with surrounding home sites and natural drainage flows. Paved areas shall be designed to allow surface water to drain naturally and to prevent water from collecting or standing.

Erosion control measures shall be taken during all construction activities to prevent sediments from leaving the site. Fill shall not be deposited or removed without DRC permission.

Site plans shall show physical improvements or elements of the landscape or terrain which control or determine the location or flow of surface water and drainage patterns. No improvements shall be made without prior approval of the DRC.

Direct discharge of storm water into lakes or marshes is prohibited. All storm water must be pre-treated by on-site retention or detention.

### **Swimming Pools and Spas**

Any swimming pool or spa to be constructed upon any home site must be approved by the DRC. The design submittal must include all design components including materials, finishes and colors for the pool, pool deck, screen cage, fence, additional landscape, pool equipment or any other requested element. The design must incorporate, at a minimum, the following:

- A. Swimming pools, water features, pool cages/screening and/or other improvement fencing shall not be visible from the street from the front of the dwelling unit.
- B. Swimming pool enclosures or other improvement fencing on lots adjacent to the golf course shall be set back a minimum of thirty (30) feet from the edge of the golf course.
- C. The composition of the material must be thoroughly tested and accepted by the industry for such construction.
- D. Pool cages and screens and fencing must be of a color (bronze, black or white) and material approved by the DRC.

## **Signs**

No sign, advertising or notice whatsoever (including, but not limited to, commercial, political or similar signs) shall be erected or maintained on the home site except such signs a may be required by law and such signs as may be approved by the DRC.

## **Lighting**

All exterior lighting shall be consistent with the character established in each Villa neighborhood and be limited to the minimum necessary for safety, identification, and decoration. Exterior lighting of buildings for security and/or decoration shall be limited to concealed up lighting or down lighting, and the style and type of lighting shall not be visible from streets and other common areas and no color lens or lamps are permitted. No lighting of outdoor recreational facilities, except swimming pools and/or spas, is permitted unless site conditions warrant special consideration by the DRC.

## **Walls and Fences**

Walls and fences are an integral part of the Villa neighborhoods. These are designed to provide privacy and courtyard areas. All walls shall be of the same material and design as the adjacent building and match or closely blend with existing and surrounding residences. Any new construction or modification of a Villa shall incorporate walls and/or fences to preserve the intended character of the neighborhood. No chain link fencing is permitted.

## **Mail Boxes**

All mail boxes and stands shall be of a design selected from a list of mail box styles and suppliers approved by the DRC and shall include no more than the surname and house number of the resident and shall be located at the street front of each home site as prescribed by the United States Postal Service. The Builder shall initially provide and install a mailbox as approved by the DRC, and the homeowner shall maintain the DRC approved mailbox.

## **Lawn Furnishings**

No water fountains, bird baths, frog ponds, flag poles, lawn sculpture, artificial plants, bird houses, rock gardens, or similar types of accessories and lawn furnishings are permitted on any home site without prior approval of the DRC.

## **BUILDING CONSTRUCTION STANDARDS**

### **General**

The primary requirement of all new construction and improvements within the Villa neighborhoods is that all exteriors must match or closely blend with the existing residences. Applicants are required to visit the particular neighborhood of interest and familiarize themselves with all the architectural and site design elements. Exhibit 4 provides a check list of required design features for each Villa neighborhood.

It can not be emphasized strongly enough that additions and site modifications to existing properties require DRC approval. The primary requirement of these improvements is for new/modified design features to match or closely blend with the existing residence. The new addition or modification shall be integrated into the existing structure and property to appear as part of the original construction. The design features include all the items listed in Exhibit 4.

### **Building Heights**

Heights of buildings shall be compatible with adjacent homes. The maximum height shall be thirty-five feet (35') from the minimum floor finish elevation, i. e. one foot above the FEMA 100 year flood elevation.

### **Exterior Materials**

The finish exterior material shall be stucco or a similar cement type product and shall be applied consistently to all sides of building exteriors. The finish material shall be of very highest quality and applied so as to eliminate "bleed through" of the supporting structure. Elastomeric paint is recommended.

### **Windows and Doors**

Highest quality windows and doors are required. Metal clad windows are acceptable provided they are finished in a factory-applied color and the color matches the exterior trim. Aluminum awnings and jalousie-type windows are not permitted. Use of reflective tinted treatments and/or reflective glass is strongly discouraged. The front door shall match the style of the residences in each Villa neighborhood. Any building addition, such as an enclosed lanai, shall have windows and doors that match the basic design of the residence.

Homeowners are encouraged to use impact resistant glass in any window facing landing areas along golf course fairways.

## **Exterior Trim, Banding and Decoration**

Exterior trim, banding and decoration as well as window and door trim shall match the style of the residences in each Villa neighborhood. Smooth stucco is the required material. It is necessary to differentiate the color of the accent trim from the body of the home as listed in Exhibit 5.

Fascia, gutters and downspouts shall blend in and be directly compatible with the architectural detail of the exterior walls.

## **Exterior Colors**

The exterior stucco, accent trim and front door (where applicable) paint colors required for each Villa neighborhood are listed in Exhibit 5.

## **Drapes, Curtains and Shutters**

As viewed from the exterior, the colors of any drape, curtain, shutter or any other similar element shall be compatible in color and style with the exterior of the building.

## **Roofs**

Flat roofs shall not be permitted on any portion of the structure. The composition of all pitched roofs is required to be terra cotta barrel, slate, or concrete tile. Roof pitches must be a minimum of 5/12 slope. Exhibit 5 lists the style/colors of the roof tiles required for each Villa neighborhood.

## **Chimneys**

Any exposed portion of a chimney outside of the building shall be constructed solely of stucco. If the fireplace is a metal (self-insulated) type with a metal spark arrestor at the top of the chimney, the arrestor must have a cowling or surround of a material approved matching the surrounding residences. No unpainted aluminum may be left exposed.

## **Garages**

Garages shall match the detail and style of each Villa neighborhood and include space adequate to house two (2) large-sized automobiles with a minimum floor space allocation for each automobile of not less than eleven (11) feet in width and twenty two (22) feet in length. No garage shall be less than four hundred eighty-four (484) square feet of total floor space for automobiles, not including space required for hot water heaters and HVAC equipment or other equipment and appliances commonly located in garages.

All garage doors (except service doors) shall be a minimum width of eight (8) feet for each automobile and operated by automatic door openers. The color of the garage doors shall be compatible with the color of the exterior building finish. Screened garage doors are prohibited on

any garage facing the street. Garage doors, automatic door openers and service doors shall be maintained in working condition and shall be kept closed when not in use.

No garage shall be converted to other usage without the substitution of another garage. No carports shall be permitted.

### **Water Conserving Bathroom Fixtures**

Water closets shall be water conserving (low volume) models and all faucets and showers shall have flow restrictors.

### **Energy Efficiency**

All homes shall meet or exceed Florida's Energy Efficiency Code for Building Construction. All plans and specifications submitted for final approval shall include evidence of compliance with this provision.

### **Appurtenances**

All exterior mechanical equipment, including but not limited to transformers, generators, vents, air conditioning compressors, pool pumps, meters, etc., shall be concealed from view **preferably** by walls of the same material, design scheme and color as that of the building and by opaque landscaping sufficient to provide a permanent screen from view of surrounding property. Walls shall be either attached to the home structure or no more than six (6) inches from the home structure. In many Villa neighborhoods painted wood or recycled plastic fencing has been used to conceal the exterior mechanical equipment which of course results in greater maintenance requirements.

### **Solar Energy**

Solar energy collectors, although allowed by Florida statutes, shall be submitted to DRC for review. The community desires to encourage owners to make every effort possible to aesthetically integrate the panels into the structure of the home so as to minimize views from the streets.

### **Hurricane Shutters**

Hurricane shutter installations must be reviewed and approved by the DRC. Shutter usage is subject to the following suggested operational criteria: Close no earlier than the official hurricane watch and open or take down within seventy-two (72) hours after the official watch is lifted.

### **Satellite Dishes**

No satellite dish greater than one meter (39") for transmission or reception of television signals or any other form of electromagnetic radiation shall be erected where visible from the street. Satellite dishes one meter (39") or less may be placed on a lot, but advance notice to the DRC as to location,

color, and screening is required. The DRC will work with the owner on a design installation that is minimally visible without interrupting the signal or without significantly increasing the cost of the installation. Satellite dishes one meter (39”) or less should also be situated to minimize visibility from the adjacent property, or may be required to be painted to match the residence.

### **Window Air Conditioning Units**

No window air conditioning units shall be permitted where visible from the street or any adjoining property.

## **LANDSCAPING AND OPEN SPACES STANDARDS**

### **General**

Any home site that is altered from its natural state must be landscaped according to plans approved by the DRC. All shrubs, trees, grass, and plantings of every kind must be well maintained, properly cultivated and free of trash and other unsightly material.

Landscaping, as approved by the DRC, shall be complete at the time the home is ready to obtain a Certificate of Occupancy.

### **Landscaping Plan**

A basic landscaping plan for each home site must be designed by a registered Landscape Architect and must be submitted to and approved by the DRC. The objective of the landscaping plan should be to provide landscaping around each home consistent with the surrounding Villa residences and the high standards which this Design Review Manual promotes.

Incorporation of existing vegetation on the site into the landscaping plan is strongly encouraged. Existing trees intended to be removed should be shown and may not be removed without the prior approval of the DRC and Flagler County, if necessary.

### **Lakeside Landscaping**

The landscape plan shall adhere to the following criteria for lakeside landscaping:

- A. No more than fifty (50) percent of the area shall be planted in sod.
- B. Terraced steps or walkways leading to the water are permitted. Appropriate landscape shall be required along such walkways. Lighting of these areas shall be subdued.
- C. Established lake or marsh littoral zones shall not be disturbed.

D. Lake Slope: The slope from the lake edge to the finish grade of the home site shall never exceed a 4 to 1 slope. In some situations, special landscaping terracing may be necessary to achieve this requirement.

E. Lake Retaining Walls: Coquina rock shall be the material of construction.

## **Trees**

In order that the natural beauty of the home site may be preserved, no living tree having a diameter of three (3) inches or more, as measured four (4) feet from the natural grade, shall be destroyed or removed from the property unless approved by the DRC and Flagler County, if necessary, in connection with its approval of the plans and specifications for the construction of improvements on the property. The Builder shall take special care during construction not to injure or destroy trees or tree root systems by using protective barriers to keep equipment away from trees.

Shade trees shall not be planted in locations that would immediately or in the near future create a nuisance, significantly shade a pool, or screen the water view of an adjoining lot.

## **Sod**

All areas within each home site not covered with pavement, buildings, shrubs or groundcover shall be completely sodded with either St. Augustine grass (*Stenotaphrum Secundatum* 'Floratum' is recommended) or Empire Zoysia (*Zoysia Tenuifolium* is recommended) unless otherwise approved by the DRC. All sodded areas shall be provided with an automatic underground irrigation system.

## **Mulch**

All planting areas within each home site shall be covered and maintained with three (3) inches or more of pine or cypress mulch or other suitable material approved by the DRC. Organic materials are preferred, but crushed stone or other natural mulch material may be considered.

## **Plant Materials**

Plant materials shall equal or exceed the standards for Florida No. 1, as given in "Grades and Standards for Nursery Plants" Part I and Part II State of Florida Department of Agriculture and any amendments thereto. All plant materials are subject to the review and approval of the DRC. Use of non-indigenous plants is not encouraged.

## **Irrigation**

All landscaped areas shall be provided with an automatic underground irrigation system. Irrigation must be provided to the back of the curb of the adjacent street and to the shoreline of all portions of a lake, marsh, or other watercourse or to the edge of the golf course within the home site landscape areas. The use of rain switches shall be incorporated into the design. All home sites must use the

irrigation water source(s) provided for such use. Use of water from on-site wells, lakes or ponds for irrigation will not be permitted.

### **Fertilizers and Pesticides**

Only biodegradable fertilizers and pesticides approved by the U.S. Environmental Protection Agency and the Florida Department of Environmental Regulation shall be used.

### **UPKEEP AND MAINTENANCE**

A finished residence must be maintained in keeping with the quality homes in Hammock Dunes. This includes power washing of roofs, home exteriors, repainting home exteriors as necessary, trimming of shrubbery and trees, checking of sprinkler systems and removing dead vegetation.

**EXHIBIT 1**  
**DESIGN REVIEW COMMITTEE FEES & CONSTRUCTION DEPOSIT**  
**REQUIREMENTS**

**New Home Construction**

\$3000 Design Review Fee – Covers the normal process of evaluating concept architectural and landscape submittals and reviewing final plans that address DRC comments. Includes interim inspection of construction progress and final acceptance. Additional reviews or time spent outside the normal review and inspection process may be subject to \$150 per hour additional charge

\$10,000 Refundable Construction Deposit – Required before construction begins. See DRC Manual for specifics.

**Major Alteration or Addition**

\$500 Design Review Fee – Covers structural or site modifications after original construction that affects or alters the existing exterior architecture, foot print and or square footage, or exterior appearance in any fashion or warrants the issuance of a building permit by a governmental authority. Also covers additions of pools, screen enclosures and docks. Includes up to two hours of professional review, but an additional fee of \$150 per hour may be charged for overly complex submittals.

\$5000 Refundable Construction Deposit – Required before work begins. See DRC Manual for specifics.

**Minor Alteration or Addition**

\$250 Design Review Fee – Structural or site modifications of a relatively minor nature that do not require issuance of a building permit by a governmental authority. Also covers installation of coquina walls and landscape alterations. Includes up to one hour of professional review; however additional reviews or time spent outside the normal review and inspection process may be subject to \$150 per hour additional charge.

\$2500 Refundable Construction Deposit – Within the discretion of the DRC, this deposit may be required for installation of coquina walls. No deposit is required for other minor alterations.

**Change To or Resubmission of Plans**

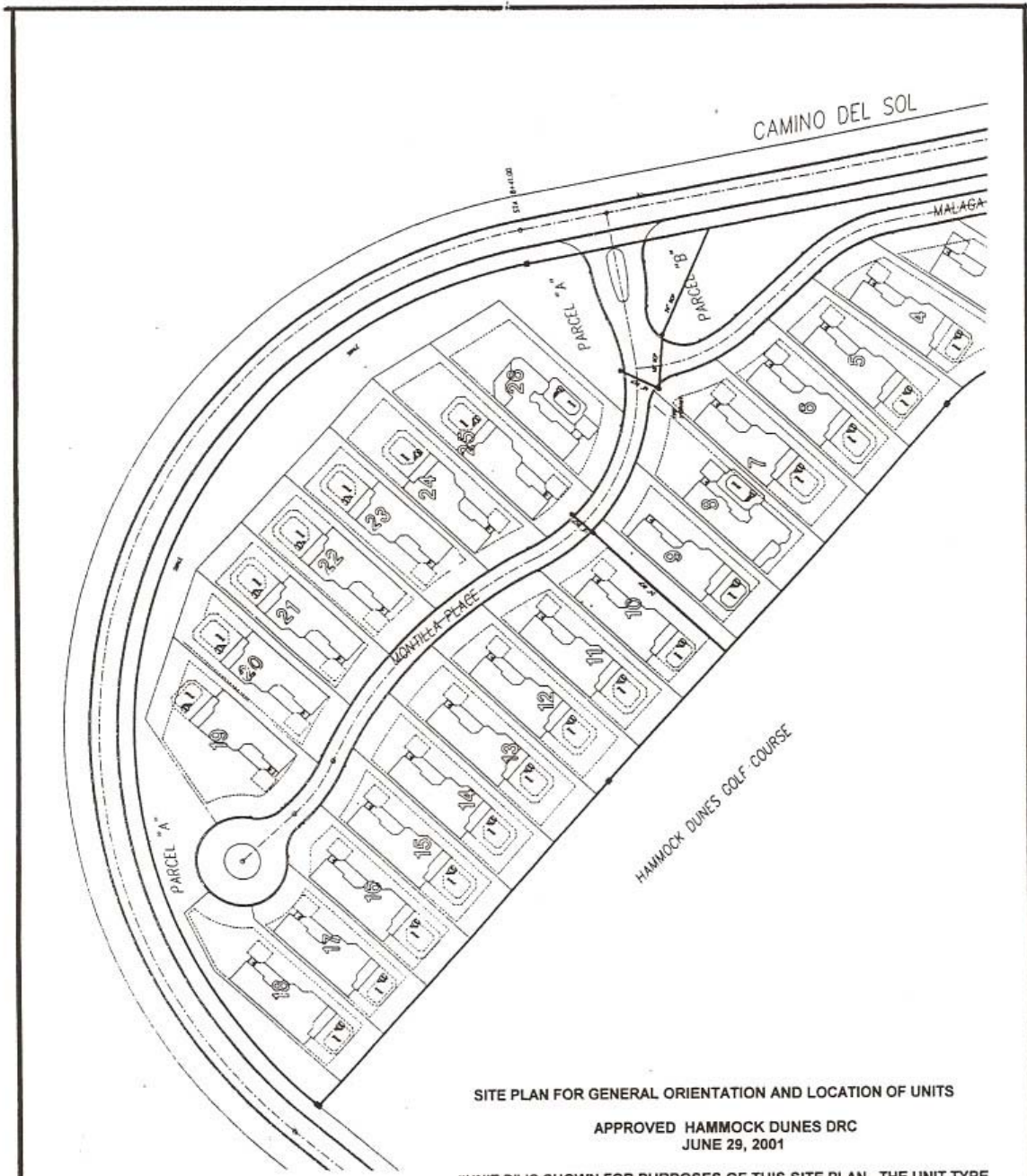
\$250 Design Review Fee – This deposit is required for re-submittals or any major change to the original approved plans during new home construction. (Note – An additional \$50 fee is required to retrieve prior construction plans)

**No Fee**

Minor improvements to an existing residence such as fence, pavers, solar panel, satellite dish, exterior paint color change, mailbox, etc. However, DRC approval is still required.

**New Builder Approval**

\$1000 Review Fee – One time fee to obtain general contractor approval to build in Hammock Dunes.



SITE PLAN FOR GENERAL ORIENTATION AND LOCATION OF UNITS

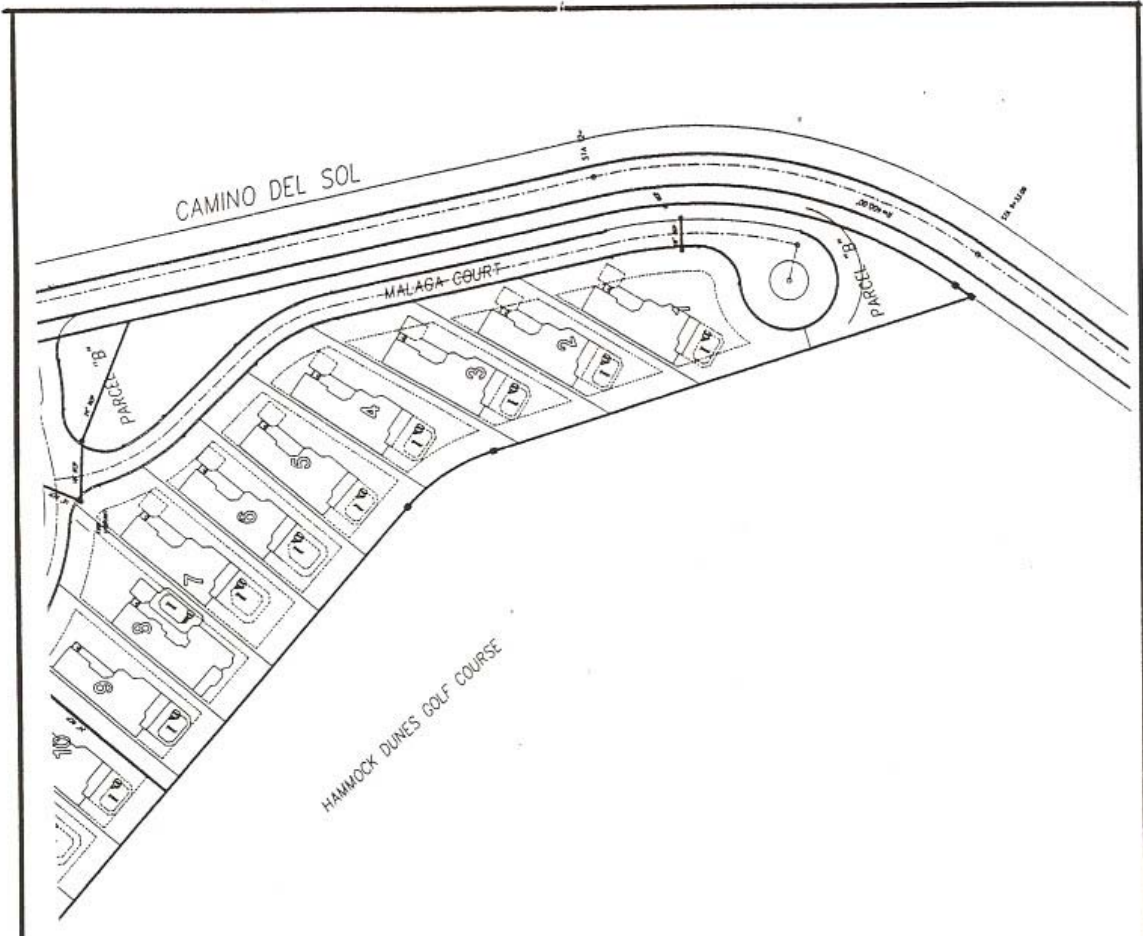
APPROVED HAMMOCK DUNES DRC  
JUNE 29, 2001

"UNIT D" IS SHOWN FOR PURPOSES OF THIS SITE PLAN. THE UNIT TYPE WILL VARY BUT THE ORIENTATION AND UNIT LOCATION SHALL BE AS SHOWN ON THIS PLAN, UNLESS APPROVED BY THE HAMMOCK DUNES REVIEW COMMITTEE.

EXHIBIT 2A

MONTILLA

SITE  
DEVELOPMENT  
PLAN



SITE PLAN FOR GENERAL ORIENTATION AND LOCATION OF UNITS  
 APPROVED HAMMOCK DUNES DRC  
 JUNE 29, 2001

"UNIT D" IS SHOWN FOR PURPOSES OF THIS SITE PLAN. THE UNIT TYPE WILL VARY BUT THE ORIENTATION AND UNIT LOCATION SHALL BE AS SHOWN ON THIS PLAN, UNLESS APPROVED BY THE HAMMOCK DUNES REVIEW COMMITTEE.

EXHIBIT 2B	MONTILLA SITE DEVELOPMENT PLAN
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NOTE : NUMBERS SHOWN IN LOTS  
 ARE LOT NUMBERS.  
 ARE STREET ADDRESSES.  
 TYPICAL PRELIMINARY  
 SCHEMATIC FENCE  
 LOCATION  
 TYPICAL PRIVACY  
 FENCE LOCATION



EXHIBIT 3A



**Hammock Dunes**  
 — Private Community — SW

**LA COSTA SITE DEVELOPMENT PLAN**

PARCEL 15B

A GENERIC FOOTPRINT FOR THE PROPOSED RESIDENCES IS USED FOR PURPOSES OF THIS SITE PLAN. THE UNIT TYPE WILL VARY BUT THE ORIENTATION SHALL BE AS SHOWN ON THIS PLAN, UNLESS APPROVED BY THE HAMMOCK DUNES DESIGN REVIEW COMMITTEE.

NOTE : NUMBERS SHOWN IN LOTS  
 ARE LOT NUMBERS.  
 ARE STREET ADDRESSES.  
 TYPICAL PRELIMINARY  
 SCHEMATIC FENCE  
 LOCATION  
 TYPICAL PRIVACY  
 FENCE LOCATION

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EXHIBIT 3B



**LA COSTA SITE DEVELOPMENT PLAN**

PARCEL 15B

A GENERIC FOOTPRINT FOR THE PROPOSED RESIDENCES IS USED FOR PURPOSES OF THIS SITE PLAN. THE UNIT TYPE WILL VARY BUT THE ORIENTATION SHALL BE AS SHOWN ON THIS PLAN, UNLESS APPROVED BY THE HAMMOCK DUNES DESIGN REVIEW COMMITTEE.

**EXHIBIT 4 - DESIGN FEATURES CHECK LIST**

ITEM	DESCRIPTION	VILLE di CAPRI & VILLAS del MAR	MARBELLA	MONTERREY	MONTILLA	LA COSTA
1	Site location & orientation per site plan	COMPLET	COMPLETE	COMPLETE	SEE PLAN	SEE PLAN
2	Architectural Design-to match that of the existing designs	Y	Y	Y	Y	Y
3	Double garage doors, similar detail and style	Y	Y	Y	Y	Y
4	Entry portico, similar detail and style	Y	Y	Y	Y	Y
5	Courtyard wall to adjacent residence	Y	Y	Y	Y	Y
6	See Color Chart	Y	Y	Y	Y	Y
7	Finishes, details at windows, door soffit & fascia to match	Y	Y	Y	Y	Y
8	Drives, walks-paving to match	Y	Y	Y	Y	Y
9	Landscape plant palette and intensity to match existing	Y	Y	Y	Y	Y
10	Zero wall side w/stucco & glass block no utilities, hose bibs, doors	N	N	N	N	N
11	Minimum Size (AC Area)		1773 SF		2300 SF	
12	Courtyard-pool, spa or landscape feature	N	N	N	O	N
13	Rear yard-pool, spa or landscape feature	O	O	O	O	O
14	(1) Front Setback	20 FT	20 FT	20 FT	20 FT	20 FT
15	(1) Side Setback *	4 FT / 6 FT	3 FT / 7 FT	7.5 FT	3 FT / 7 FT	3 FT / 7 FT
16	(1) Rear Setback Residential	25 FT	20 FT	20 FT	20 FT	25 FT
17	(1) Rear Setback Pool	25 FT	10 FT	10 FT	20 FT	15 FT

(1) PER THE DEVELOPER PLAT ADDENDUM AS RECORDED WITH FLAGLER COUNTY

\* WHERE SIDE SETBACKS ARE UNQUAL NO RESIDENCES CAN BE CLOSER THAN 10 FT.

Y - YES REQUIRED

N - NOT REQUIRED

O – OPTIONAL

## Exhibit 5

### EXTERIOR PAINT & ROOF TILE COLORS (COLORWHEEL PAINTS)

#### MONTILLA

Exterior Stucco: Maidenhair  
B51-H-2  
Accent Trim: Popcorn White  
Roof Color: Monier Life Tile Taupe Mist

#### MARBELLA

Exterior Stucco:  
Plan 1 Beige Chalk  
B56-H-1  
Plan 2 Wispy White  
B54-H-1  
Plan 3 Winsome  
B52-H-1  
Accent Trim: Shell Tint  
Roof Color: Apple Cider

#### VILLAS DEL MAR

Exterior Stucco: Calcite  
Q6-16P  
Accent Trim: White Birch  
Front Door: White 17  
Roof Color: San Jose Blend – Mission S  
Roof Alternate Color: Monier Life Tile Barcelona 900 Casa Grande Blend

#### VILLE DI CAPRI

Exterior Stucco: Strawberry Flip  
Q3-6P  
Accent Trim: White Birch  
Front Door: White 17  
Roof Color: San Jose Blend – Mission S  
Roof Alternate Color: Monier Life Tile Barcelona 900 Casa Grande Blend

#### MONTERREY

Exterior Stucco: Barely Beige  
B-43-H-1  
Accent Trim: Snowflake  
Roof Color: Monier Life Tile Burnt Mission

#### LA COSTA

Exterior Stucco: Loggia  
8730W  
Accent Trim: Popcorn  
Roof Color: Monier Life Tile Capri Mission Sunset  
Roof Alternate Color: Hanson Palema Sun Flower

Travis Houk  
Southern States Management Group  
7 Florida Park Drive North, Suite C  
Palm Coast, FL 32137  
Office: 386-446-6333  
Fax: 386-446-1830

**HAMMOCK DUNES PRIVATE COMMUNITY  
DESIGN REVIEW COMMITTEE**

**Design Review Application**  
**(Appendix A)**

**FROM:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_

**FOR:** Street Address: \_\_\_\_\_

Customer Name: \_\_\_\_\_

**TYPE:** \_\_\_\_\_ Standard Model: \_\_\_\_\_ (Name)

\_\_\_\_\_ Custom Home      \_\_\_\_\_ Home Addition

\_\_\_\_\_ Pool      \_\_\_\_\_ Spa      \_\_\_\_\_ Screen Enclosure

\_\_\_\_\_ Misc. (Fence, Paint, Satellite Dish, Pavers, etc.)

**FEES:** The Design Review Fee covers the normal review process of Design Application and Concept Review with comments back from Committee and Final Construction Plan Review with those comments being addressed. If comments are not addressed at Final Construction Plan Review or major revisions are required for Final Construction Plan approval an additional fee covering the direct costs of the Committee will be charged. Design Review fees are as follows:

_____	\$3,000	New Home Construction*
_____	\$500	Major Alteration or Addition to an existing residence*
_____	\$250	Minor Alteration or Addition to an existing residence*
_____	\$250	Changes to or Resubmission of Plans*
_____	\$1,000	New Builder review*

_____	\$50	Review of files for previous construction*
_____	No Fee	Fence, paint, satellite dish, pavers, other minor improvements

**\* Notes:**

- 1) A \$10,000 refundable construction deposit is required with all New Home Construction submittals.
- 2) Non-compliance fees may be recovered from the \$10,000 refundable New Home Construction deposit, if necessary.
- 3) A \$5,000 refundable construction deposit is required with all Major Alteration or Addition submittals.
- 4) Non-compliance fees may be recovered from the \$5,000 refundable Major Alteration or Addition deposit, if necessary.
- 5) Review fees for New Home Construction and Major Alteration or Addition include Design Review Committee Review plus up to two (2) hours professional review.
- 6) Review fee for Minor Alteration or Addition includes Design Review Committee Review plus up to one (1) hours professional review.
- 7) All fees are subject to \$150.00 per hour additional charge – which ever is greater.
- 8) Submittals for review from existing residences for minor changes (paint color, mailbox, fence, solar collection system, etc.) shall not require a review fee.

**CONSTRUCTION/ALTERATION/ADDITION MILESTONES:** The Builder shall specify completion times (in months) for each new construction, alteration or addition milestone listed below. The Builder shall notify the DRC well in advance of any changes in these completion milestones:

<b>Construction/Alteration/Addition Milestone</b>	<b>Completion Time (Months)</b>
1a. Lot Clearing/Demolition/Foundation: plumbing roughed in & slab poured. (Granada/Island Estates & Villas)	
1b. Lot Clearing/Demolition/Foundation: Pilings and Grade Beams poured. (Grande Mer, Playa del Sur, Carino la Mer)	
2a. Framing/Structure: exterior walls, roof trusses, roofing dry-in, windows & doors. (Granada/Island Estates & Villas)	
2b. Framing/Structure: exterior walls, roof trusses, roofing dry-in, plumbing roughed in, windows & doors. (Grande Mer, Playa del Sur, Carino la Mer)	
3. Outside & Inside Finishes: electric, plumbing, drywall, cabinetry, roof tile, paint.	
4. Driveway & Landscaping: Ready for Certificate of Occupancy.	
4. Certificate of Occupancy: Ready for Buyer Move-in.	

**DESIGN APPLICATION AND CONCEPT REVIEW:** (All items required for review)

- \_\_\_\_\_ Design Review Application
- \_\_\_\_\_ Review Fee
- \_\_\_\_\_ Conceptual site plan\*\* with location and dimension of all improvements, and relationship of proposed building(s) on adjacent properties
- \_\_\_\_\_ Concept floor plan\*\*
- \_\_\_\_\_ Concept exterior elevations\*\*
- \_\_\_\_\_ Concept landscape plan\*\* with limits of vegetation to remain
- \_\_\_\_\_ Photographs of site in existing state from each corner of the home site

\*\* **Note:** Include two (2) sets, plus one (1) reduced 11 inch by 17 inch hard copy and a pdf soft copy of the concept plans, designed by a Registered Florida Architect and a Registered Florida Landscape Architect.

**FINAL CONSTRUCTION PLAN REVIEW:** (All items required for review)

- \_\_\_\_\_ Site plan\*\*\* (2 sealed) with limits of vegetation to remain
- \_\_\_\_\_ Landscape and Irrigation Plans\*\*\* (1 sealed) submitted at completion of Framing/Structure milestone
- \_\_\_\_\_ Floor plan\*\*\* (2 sealed)
- \_\_\_\_\_ Exterior Elevations Plan\*\*\* (2 sealed)
- \_\_\_\_\_ Final color selections with color samples
- \_\_\_\_\_ Storm water design & calculations (Island Estates)
- \_\_\_\_\_ Deposit/Irrevocable letter of credit/construction loan
- \_\_\_\_\_ \$10,000 Deposit (New Home Construction)
- \_\_\_\_\_ \$5,000 Deposit (Major Alteration or Addition)

\*\*\* **Note:** Include two (2) sets, plus one (1) reduced 11 inch by 17 inch hard copy and a pdf soft copy of the plans, designed and sealed by a Registered Florida Architect and a Registered Florida Landscape Architect.

**CONSTRUCTION START:** (All items required for construction start)

\_\_\_\_\_ HOA Construction Agreement

\_\_\_\_\_ Pre-Construction Meeting

**FINAL INSPECTION AND ACCEPTANCE:** (All items required for New Home Construction Final Inspection and Acceptance)

\_\_\_\_\_ Final survey

\_\_\_\_\_ Completion transmittal

\_\_\_\_\_ Certificate of Occupancy

**EXTERIOR COLORS & MATERIALS**

NOTE: SAMPLES and/or COLOR CHIPS OF ALL EXTERIOR FINISHES and MATERIALS MUST ACCOMPANY FINAL REVIEW SUBMITTAL.

<p>A: ROOF  Color _____  Mfg _____  Material _____</p>	<p>E: GARAGE DOOR  Color _____  Mfg _____  Material _____</p>
<p>B: FACIA  Color _____  Mfg _____  Material _____</p>	<p>F: TRIM BANDING  Color _____  Mfg _____  Material _____</p>
<p>C: SHUTTERS  Color _____  Mfg _____  Material _____</p>	<p>G: WINDOW FRAMES  Color _____  Mfg _____  Material _____</p>
<p>D: WALLS  Color _____  Mfg _____  Material _____</p>	<p>H: FRONT DOOR(S)  Color _____  Mfg _____  Material _____</p>
<p>OTHER: _____  Color _____  Mfg _____  Material _____</p>	<p>OTHER: _____  Color _____  Mfg _____  Material _____</p>

**HAMMOCK DUNES PRIVATE COMMUNITY  
DESIGN REVIEW COMMITTEE**

**HOA Construction Agreement**  
**(Appendix B)**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_, by and between THE HAMMOCK DUNES OWNERS' ASSOCIATION, INC., (the "Association"), \_\_\_\_\_, the "Builder", and \_\_\_\_\_, the "Lot Owner."

WITNESSETH:

WHEREAS, the Association's Design Review Committee (DRC) has approved the plans and specifications for new construction or alteration or addition at the location identified as:

\_\_\_\_\_  
\_\_\_\_\_

NOW THEREFORE, in consideration of the mutual promises made herein, the parties agree as follows:

1. The Association may from time to time inspect the construction site and monitor compliance with approved plans and specifications, as well as requirements specified in the Hammock Dunes Private Community Master Declaration, the Neighborhood Design Review Manual, all of which are incorporated herein by reference, and collectively referred to as the "Governing Documents."
2. Such inspections shall be performed for the benefit of the Association only, and not for the benefit of the owner of the above-described property, adjacent owners, or the Builder.
3. Subject to approval by the DRC, Builder shall specify completion dates for each new construction, alteration or addition milestone listed below and shall complete each milestone so specified. The Builder shall notify and obtain approval from the DRC well in advance of any changes in these completion milestone dates. Unless otherwise approved by the DRC and due to unforeseeable circumstances, the Certificate of Occupancy must be issued within 24 months after construction has commenced.

Construction/Alteration/Addition Milestone	Completion Date
1a. Lot Clearing/Demolition/Foundation: plumbing roughed in & slab poured. (Granada/Island Estates & Villas)	
1b. Lot Clearing/Demolition/Foundation: Pilings and Grade Beams poured. (Grande Mer, Playa del Sur, Carino la Mer)	
2a. Framing/Structure: exterior walls, roof trusses, roofing dry-in, windows & doors. (Granada/Island Estates & Villas)	
2b. Framing/Structure: exterior walls, roof trusses, roofing dry-in, plumbing roughed in, windows & doors. (Grande Mer, Playa del Sur, Carino la Mer)	
3. Outside & Inside Finishes: electric, plumbing, drywall, cabinetry, roof tile, paint.	
4. Driveway & Landscaping: Ready for Certificate of Occupancy.	
5. Certificate of Occupancy: Ready for Move-in.	

4. The Association may from time to time notify the Builder as to any discrepancies between the actual construction and the approved plans or if the Builder or construction deviates from the terms of the Governing Documents.
5. Upon written request from the Builder, the Association may perform a final inspection and report, noting either full compliance with the approved plans and specifications or specific discrepancies that must be corrected prior to final approval.
6. The Builder acknowledges that he has read all requirements specified in the Governing Documents and agrees to perform all site work and construction in conformance with these requirements, the approved plans and specifications, and approved changes thereto.
7. The Builder shall correct any deviations from the approved plans and specifications and other requirements as communicated from the Association or its designated representatives within the time prescribed by the Association.
8. As of the effective date of this Construction Agreement, the Lot's curb condition is as follows:

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The Builder shall protect and maintain the above-described current condition of the Lot's curb and all adjoining property, including but not limited to common areas,

rights-of-way, streets, curbs, property monuments, and other private or community properties, from any damage as a result of the Builders' operations, or by any actions by the Builders' subcontractors, subsubcontractors, material men, suppliers, employees, or agents. If such damage occurs, the Builder shall, at the option of the Association:

- a. Restore all damaged property to its original state, completing corrective action within the time prescribed by the Association's notice of such damage, or
- b. Pay the owner of any property damaged by the Builder for all expenses entailed in the restoration of the damaged property to its former condition, or
- c. Provide such other remedies as may be allowed by Florida law.

The remedies in this paragraph are additional to any actions and remedies provided for by law for the adjoining owner.

9. The Builder shall install silt fencing around the construction perimeter.
10. The Builder shall, along with this Construction Agreement, submit a construction deposit of ten thousand dollars (\$10,000) for New Construction or five thousand dollars (\$5,000) for Major Alteration or Addition Construction.
  - a. The Builder forfeits to the Association all rights to the construction deposit if he fails to complete construction within 24 months after construction commences.
  - b. The Builder agrees that upon final approval by the DRC, the Association may refund any unused portion of the construction deposit to the Owner.
  - c. The Association, in its sole discretion, may withdraw funds from the construction deposit per the fining schedule attached as Exhibit A to this Construction Agreement in the event the Builder violates the terms of this Construction Agreement. The Association will provide the Builder with notice of its intent to withdraw funds to give the Builder the opportunity to correct the default. If the Builder does not correct the default within ten (10) days after receipt of the notice, Association will withdraw the funds and such funds must be replaced by the Builder within five (5) business days.
  - d. The construction deposit may be used to offset any costs incurred by the HOA or the DRC to:

- i. Repair damage to any property caused by the Builder or their subcontractors, suppliers and representatives during construction;
  - ii. Pay for any cleanup of the site and adjacent property not performed by the Builder;
  - iii. Bring the home site and any structures thereon into compliance with the requirements of the Master and Neighborhood Declarations and the Design Review Manual;
  - iv. Recover legal fees and other costs incurred by DRC in order to correct any construction or alteration not performed in substantial compliance with the plans receiving Final Approval
  - v. Recover any legal fees and other costs incurred to enforce any provision of the Master and Neighborhood Declarations and the Design Review Manual whether litigation is commenced or not.
11. The Builder shall also provide one of the three (3) following requirements prior to signing the Construction Agreement:
  - a. Deposit with the Association's escrow agent the sum of one hundred thousand dollars (\$100,000) for New Construction or ten percent (10%) of the proposed cost of Major Alteration or Addition Construction, not to exceed one hundred thousand dollars (\$100,000), to be held by the escrow agent until all requirements of this Agreement, including final inspection, have been completed; or
  - b. Submit an Irrevocable Letter of Credit, in the amount of one hundred thousand dollars (\$100,000) or ten percent (10%) of the proposed cost of Major Alteration or Addition Construction, not to exceed one hundred thousand dollars (\$100,000), to be held by the DRC until all requirements of this Agreement, including final inspection, have been completed; or
  - c. Provide to the DRC an original copy of the construction loan commitment from an institutional lender. The institutional lender and form of the construction loan commitment is subject to review and approval of the DRC.
12. The Association has the right, but not the obligation, to use the construction deposit, the cash deposit or irrevocable letter of credit to enter upon the Owner's lot and complete Construction upon Owner or Builder default of the terms of this Agreement or the Design Review Manual.

13. The Builder shall make a written request for interim and final inspections from the Association as require by the Design Review Manual and shall be subject to compliance as noted above.
14. This Agreement shall be binding on the Builder, his subcontractors, subsubcontractors, material men, agents, employees, suppliers, successors and assigns, and, as between the Association and the Builder, the Builder shall be liable for the acts or omissions of itself and all such other parties.
15. Builder shall indemnify and hold harmless the Association, its officers, directors, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of, in whole or in part, any act, omission or default of the Builder, Subcontractor, Subsubcontractors, material men, suppliers, employees or agents of any tier or their respective employees. The Builder shall defend the Association, its officers, directors, agents and employees if any claim is made against them. The duty to defend is separate and distinct from the duty to indemnify, and is valid notwithstanding the enforceability of this indemnification provision. In claims against any person or entity indemnified under this paragraph by an employee of the Builder, a Subcontractor, material men, or agents of any tier or their respective employees, the indemnification obligation under this paragraph shall not be limited by compensation or benefits payable by or for the Builder or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.
16. Builder will obtain and maintain in force during the term of the Construction comprehensive general public liability and property damage insurance in the amounts and categories established by Association and shall name Association as an additional insured in such policies. Evidence of such insurance coverage shall be delivered by Builder to Association prior to commencement of any work.
17. Builder shall be fully insured under all applicable state and federal worker's compensation laws. Builder shall also insure that any and all subcontractors be likewise insured. Evidence of such insurance coverage shall be delivered by Builder to Association prior to commencement of any work.
18. Builder is solely the agent of the Owner and not of the Association. This Construction Agreement does not create any agency relationship between the Builder and the Association.
19. For the purposes of notice, the following individuals and addresses are specified:
  - a. For the Association:

b. For the Builder:

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c. For the Lot Owner:

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20. The approval, rejection or withholding of any approval by the Association or the DRC, of the proposed plans and specifications and the location of all structures, and every alteration of any structure, shall not be construed or interpreted as a representation or determination that any building, plumbing, electrical code or other applicable governmental regulations or requirements have or have not been met. Each Builder shall be responsible to obtain necessary approvals of the appropriate governmental agencies as required for any work or construction.

For the ASSOCIATION:

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

For the BUILDER:

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

For the LOT OWNER:

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

# EXHIBIT A

## DESIGN REVIEW COMMITTEE COMMON VIOLATION & FINE SCHEDULE

Active construction before DRC final approval	\$500/week
No portable toilet on site	\$25/day
Failure to install silt fence	\$25/day
No dumpster on site	\$50/day
Failure to keep job site neat and clean	\$100/incident
Failure to correct damage to adjacent property	\$50/day
Failure to correct damage to common property	\$200/incident
Failure to keep streets clean	\$100/incident
Loud music, children or pets on job site	\$50/incident
Failure to meet an intermediate milestone date	\$500/month
Failure to meet the Certificate of Occupancy milestone date	\$1000/week
Installation of a non-approved feature	\$1000/incident

Note: The administrative costs associated with imposing these fines shall also be assessed to the Builder. The above fines and administrative costs will be deducted from the Construction Deposit held by the DRC.

**Appendix C**  
**SAMPLE ONLY**  
**LETTER OF CREDIT**

Date

Mr.  
President  
Hammock Dunes Owners' Assoc. Inc.  
7 Florida Park Drive N. Suite C  
Palm Coast, FL 32137

Dear Mr.

(Name of bank) hereby opens our Irrevocable Letter of Credit Number in favor of the Hammock Dunes Owners' Association, Inc. for the account of or benefit of (name and address of builder) in the amount of one hundred thousand dollars (\$100,000) (for New Construction) or ten percent (10%) of the proposed cost (for Major Alteration or Addition Construction), not to exceed one hundred thousand dollars (\$100,000), available by your drafts on us at sight to be accompanied by:

1. Copy of the letter of credit issued in favor of the Hammock Dunes Owners' Association, Inc.
2. Affidavit stating that the terms and conditions of the construction agreement between (name of builder) and Hammock Dunes Owners' Association, Inc. signed and approved are not being performed as per said construction agreement outlining the specific non-conforming areas, signed by an authorized official to Hammock Dunes Owners' Association, Inc. with acknowledgement that said signer is an authorized signer.
3. Copy of said contract between the Hammock Dunes Owners' Association, Inc. and (name of bank).

Any drafts under the credit must be marked "drawn under credit number \_\_\_\_\_ of (name of bank)". This credit is subject to the Uniform Customs and Practice for Documentary Credits (1983 Revision), International Chamber of Commerce Brochure No. 400.

We hereby agree that any drafts drawn under and in compliance with the terms of this credit shall be duly honored on due presentation to (name and address of bank) on or before (36 months from date of agreement) or 30 days following issuance of a Certificate of Occupancy by the County of Flagler, Flagler County, Florida on (street address of home site), also know as (legal description).

The expiration date of this credit is (36 months from date) of agreement or 30 calendar days following the issuance of the Certificate of Occupancy by the County of Flagler, whichever comes first on property at (street address of home site), also know as (legal description).