

DESIGN STANDARDS MANUAL
FOR
KISSIMMEE BAY

REMEMBER:

IF YOUR NEIGHBOR CAN SEE
WHAT YOU'RE GOING TO DO.

THEN FILL OUT THE FORM
FOR DESIGN REVIEW.

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1. INTRODUCTION TO KISSIMMEE BAY

The purpose of these Design, Architectural and Landscape Standards (“Standards”) is to inform the property owner, the builder, the contractor, the architect (all of whom shall, for purposes of these standards, be referred to as the “Property Owner”) and others of the requirements for residential product design in Kissimmee Bay, a mixed use, planned unit golf course development in Osceola County, Florida, in an effort to insure the orderly construction of home sites in Kissimmee Bay. It is the intent of these standards to provide performance criteria to the Property Owner which will be used in evaluating his residential structure for compatibility with the general design standards of Kissimmee Bay or any amendments thereto or any Declaration of a Neighborhood Association.

These standards are also intended to apply to the construction of any structure by the Golf Course Owner as defined in the Master Declaration. For purposes of the standards, therefore, the term “Property Owner” shall include the Golf Course Owner.

The Property Owner is solely responsible for complete compliance with all other governmental ordinances and codes in effect and nothing in these Standards shall construe to prohibit or otherwise limit such compliance. The Property Owner is solely responsible for procuring permits. Inspections and approvals. Nothing in these Standards shall be construed as superseding, waiving or amending any provisions of the Master Declaration of Kissimmee Bay.

It is the intention to create a superior living environment through the control of the homes and other structure built in Kissimmee Bay with careful attention to detail and with a view to maintaining high standards of architectural design compatibility. The Design Review Board (hereinafter defined) is charged with the responsibility of maintaining the integrity of Kissimmee Bay through the procedures outlined herein. While the Design Review Board does not seek to restrict the individual taste and preferences of a Property Owner, it does intent to avoid contrasts in the landscape and architectural themes of Kissimmee Bay and to foster thoughtful design so that there is harmony between a residence or structure and the neighboring residences or structures.

Applicants should plan to submit preliminary site plans and elevations for structures to the Design Review Board at the earliest possible time. Property Owners are encouraged to design for the Florida lifestyle using tile roofs, 100%

masonry construction, abundant landscaping and architectural elements of the Mediterranean and European styles. Extremes in design are discouraged. Designs should provide for ample space and light. A front elevation should express a strong sense of pedestrian entry, while a rear elevation should provide view of the golf course, the lakes and common areas.

The Design Review Board intends to be completely fair and objective in the review process and herein sensitive to individual aspects of design. The authority for the Design Review Board and the process and procedures herein described are set forth in the Master Declaration of Covenants, Conditions, Restrictions, Easement and Reservations for Kissimmee Bay (“Master Declaration”), in Article XV.

2. DESIGN REVIEW BOARD

Article XV of the Master Declaration calls for the establishment of design and architectural controls that are to be administered by a Design Review Board (“DRB”).

2.1 The DRB shall consist of not less than three (3), or more than seven (7) members.

2.2 The DRB has the right of specific approval or veto of all architectural, engineering, platting, planning, irrigation or sprinkler plans and landscaping aspects of any improvement or development of individual units or buildings to be constructed in Kissimmee Bay as well as the general plan for development of an individual lot or parcel of land within Kissimmee Bay. All construction and development within Kissimmee Bay is subject to local governmental control; provided, further, that the DRB may, in its sole discretion, impose standards of architectural and landscaping design, building setback lines or the general plan for development, which standards are greater or more stringent than the standards prescribed in applicable building, zoning, planning or other local governmental codes, regulations or procedures.

2.3 No building, sign, outside lighting, fence, hedge, wall, walk, dock or other structure or planting shall be constructed, erected, removed, planted or maintained, nor shall any addition to or any change or alteration therein be made until plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme and the location of same shall have been

submitted to and approved in writing by the DRB. Any change in the outward appearance of any improvement including, but not limited to, repainting in a different color, adding decorative sculptures, security wrought iron grills, hurricane protection devices, canopies, awnings, landscaping or the like, shall also require approval in writing by the DRB before any work is commenced. Refusal of approval of plans, specifications or location may be based upon any grounds, including purely aesthetic considerations, which the DRB, in its sole and absolute discretion, deems appropriate.

2.4 All plans for the construction of any improvements within Kissimmee Bay shall contain a drainage plan, which shall be consistent with the master drainage plan of Kissimmee Bay.

2.5 As part of the application process, two (2) complete sets of preliminary and final plans and specifications (as described in Paragraph 7 below) prepared by an architect or other person bound to be qualified by the DRB shall be submitted to the DRB for approval by written application on such form as may be provided or required by the DRB. For purposes of this section, the Property Owner shall submit to the DRB at the address for notices hereinafter indicated, two (2) copies each of all preliminary construction plans, floor plans, elevations, site plans and building specification (including descriptions of exterior materials and colors) and such other documents and information as may be requested for review. Builder's failure to timely submit such items shall be a default hereunder. Approval shall be indicated within ten (10) business days after such plans and material submitted to the DRB, by the return of one (1) Sets of Plans marked "approved" signed by the DRB. Any disapproval must be given in writing and shall indicate specific items and the reasons such items were deemed unacceptable. In the event the information submitted to the DRB is, in its opinion, incomplete or insufficient in any manner, it may request and require the submission of additional or supplemental information.

2.6 The DRB shall have the right to refuse or approve any plans and specifications, which, in its sole discretion, are not suitable or desirable for aesthetic or any other reasons. In approving or disapproving such plans and applications, the DRB shall consider the suitability of the proposed structures, material used, landscaping, the site upon which it is proposed to be erected, and the harmony thereof with adjacent or neighboring properties.

2.7 Unless specifically excepted by the DRB, all improvements for which approval of the DRB is required shall be completed within a reasonable time six (6) months from the date commencement of said improvements or within the time set by the DRB in the event that the approval is so conditioned.

2.8 The DRB shall in all cases have the right to determine and designate building set back lines necessary to conform to the general plan of Kissimmee Bay in order to preserve the integrity of the community. In this respect, the DRB's judgment and determination shall be final and binding.

2.9 In the event the DRB shall fail to specifically approve or disapprove the plans and specifications submitted in final and complete form to it within ten (10) business days, then the plans and specifications shall be deemed disapproved. No work shall commence until approval is received.

2.10 There is specifically reserved unto the DRB the right of entry and inspection upon any residential unit or residential property for the purpose of determination by the DRB whether there exists any construction of any improvement which violates the terms of any approval by the DRB or the terms of the Master Declaration or any other covenants, conditions and restrictions to which its specifically empowered to enforce the provisions of the Master Declaration and these Design Review Standards by any legal or equitable remedy, and in the event it becomes necessary to resort to litigation to determine the propriety of any constructed improvement, or to remove any unapproved improvements, the prevailing party shall be entitled to recovery of all court costs, expenses and reasonable attorney's fees in connection therewith.

2.11 The DRB requires that each home in Kissimmee Bay be prewired for cable television and have installed an irrigation system, all in accordance with requirements established by the DRB.

2.12 All applications must be signed by a majority of members of D.R.B.

3. KEY ARCHITECTURAL GUIDELINES

The following list summarizes those architectural elements which the Association and the DRB requires:

- preservation of the character of Kissimmee Bay as described in 1. introduction
- use of professionals qualified in the field of planning, design, architectural engineering and building
- emphasis on the aesthetics of exterior design and detailing
- overall, high-grade, superior quality construction in accordance with written specification
- compliance with all use restrictions found in the Master Declaration, as amended from time to time
- strict signage control
- requirements that each home be prewired for cable television and the installation of an irrigation system, both in anticipation of central community systems
- minimum of (i) 2,200 square feet in Phase I and 2,000 square feet in Phase II and Tracts M2 and M3, of air-conditioned area, (ii) 420 sq. ft. garage, and (iii) 250 sq. ft. covered porches.
- fences and/or pool enclosures to conform with setback requirements
- a minimum roof pitch of 6/12
- professionally designated landscaping plan and irrigations system

4. SUBMISSION OF DOCUMENTS

4.1 The documents itemized below shall be submitted to the DRB for review and consideration. Two (2) copies of the specified documents shall be submitted to the DRB, c/o the current management service. Upon receipt of the documents, the DRB will meet to review the documents and/or request additional information as required. Upon approval of the documents, one (1) copy will be returned to the Property Owner and one (1) copy will be retained by the DRB

4.2 The DRB shall indicate its disapproval or approval at matters to be acted upon hereunder by written instrument filed with the Secretary of the DRB and served personally or by certified mail upon all interested parties, identifying the proposed building (s) or site plan (s) and its statement of approval or reasons for disapproval.

4.3 Federal Emergency Management Agency (FEMA) Summary of Elevation Individual Lot Breakdown Chart shall be used to determine

individual lot finish floor elevations and lowest adjacent grade to structure elevation. However, under no circumstance shall any finish floor elevation be under 62.50 and adjacent grade to structure be under 62.0. Lake front lots are required to show grade and elevations (finished at not lower than a 60.1 grade elevation or otherwise taking into consideration future lake elevation changes or high water overflow conditions).

5. SETBACKS AND GRADES

5.1 In order to ensure an aesthetic streetscape, the location of each residential building shall be staggered where practical and appropriate.

5.2 The DRB shall have the right to require the location of the building or appurtenant structures be designed and located on the lot as to not harm any existing live oak or cypress trees.

6. REVIEW DOCUMENTS

6.1 It is required that the Property Owner submit preliminary design drawing to the DRB for their review and approval prior to commencing the preparation of developing and construction documents for permit. Such preliminary design drawing shall include but not be limited to the following:

- a.) Preliminary site plans of each building at a minimum of 1/8"=1'0" (1/4"=1'0", preferred) indicating paving and landscaped areas, grades, fencing and walls.
- b.) Preliminary floor plan (s) at a minimum of 1/8"=1'0", (1/4"=1'0", preferred) noting room sizes and uses.
- c.) Preliminary elevation (s) of each side of each typical building at a minimum of 1/8"=1'0", (1/4"=1'0", preferred) including walls and fences.
- d.) Materials list and outline specifications of materials of construction and exterior finishes including colors (may be noted on plans and elevations) on a form provided by the DRB or its equivalent.

6.2 Prior to submitting the final architectural drawing to Osceola County for permit, the Property Owner is required to submit the following documents to the DRB for review and approval prior to commencing construction:

- a.) Final floor plan (s) at a minimum of 1/8"=1'0" (1/4"= 1'0", preferred) which provide for cable television prewiring in accordance with standards provided by the DRB as well as lawn sprinkler plans anticipating Kissimmee Bay-wide required lawn sprinkling.
- b.) Final elevation (s) of each side of each typical building including walls and fences at a minimum of 1/8"=1'0" (1/4"=1'0", preferred).
- c.) Final exterior materials, noting color, texture and treatment; including actual color samples for all exterior surfaces.
- d.) Drainage plan for the lot showing finished elevations and location of exterior walls, fences, paving and hard surfaces.
- e.) Landscape plan for the lot at a minimum of 1/8"=1'0" (1/4"=1'0", preferred) indicating size, species, quantity and quality of all plant material and trees, paving material and light poles.

7. DESIGN CRITERIA- STRUCTURES

7.1 The following criteria are established as guidelines by the DRB as recommendations for all structures. The DRB reserves the right to modify these guidelines at its sole discretion.

7.2 Each single-family detached residential home shall contain at least 2,200 square feet in Phase I and 2,000 square feet in Phase II and Tracts M2 and M3, of air conditioned, enclosed living area. Minimal building setbacks are as follows:

Front	25' (more setback is recommended)
Rear	15'
Side	7.5'

Corner Lot 25' (front set back maintained)
M2 and M3 side & rear setbacks 5'

7.3 In the event a Property Owner acquires more than one Lot with the intention of building a structure on multiple Lots or portions of Lots, the setback requirement of section 7.2 shall be increased proportionately to assure that a structure built on more than one Lot is, to the extent possible, adequately centered on the multiple Lots.

7.4 It is expressly provided, however that to the extent that any two (2) or more contiguous lots or portions of contiguous lots which share a common side yard lot or boundary line are owned in common by a single owner and are combined, developed and proved by the Property owner thereof as a single unified residential home site, any Side Yard Drainage and Utility Easement lying adjacent to the boundary between the lots so combined shall automatically be terminated, cancelled and extinguished without the requirements of any separate instrument and without the necessity for the joinder of the Association or the County; provided and to the extent that any such side yard Drainage and Utility Easement is not then in use.

7.5 The minimum parking requirement is to provide parking stalls for at least two (2) standard size automobiles on the driveway, in addition to parking provided by garages.

7.6 Vertical height coordination and compatibility of adjacent building with regard to building profiles will be considered an important design element. As required, the Property Owner may be required to provide additional preliminary drawings demonstrating the compatibility of building profiles not only in frontal elevation but also from overlapping side elevations of adjacent units.

7.7 Exterior materials shall be utilized in harmony to unify the streetscape. Colors and application to be approved by the DRB. The following are acceptable exterior wall treatments for vertical surfaces:

- a.) Concrete block covered by stucco, stone or clay brick.
- b.) Anodized or paint finish is required on all metal surfaces including windows, flashing, drips and caps, compatible to the surrounding surfaces.

- c.) Mixing of exterior material may be allowed as accents: provided there is consistency and balance around the entire structure, however use of one material on front and another material on the walls will not be allowed.
- d.) No murals of any sort allowed.
- e.) Touch up or repainting of EXACT colors needs no approval.

7.8 All exterior colors shall be preapproved by the DRB. Color selections for all exterior material shall be in natural tones. No pastels or primary colors may be used except as approved by the DRB. Builder must submit for approval color sample of all exterior surfaces to the DRB for review and approval prior to commencing construction. Colors shall include specifications for window and metal finishes, color samples of roof material, trim and exterior surfaces and accents.

7.9 Front windows, doors and garage doors shall all be finished with appropriate treatments; i.e. windows: ESP treatment, stained or painted as applicable (use of window tints shall be consistent throughout the elevations); awnings; and exterior doors and garage doors: stained or painted as applicable. No exterior storm doors are permitted.

7.10 Roof profiles shall be designed for compatibility with adjacent roof profiles in front, side and rear elevation. Roof materials which are generally acceptable for use in structures on Lots 1-70 of Kissimmee Bay are flat or barrel tile (either concrete or clay tile). With respect to structures built on Lots 71-193 at Kissimmee Bay, the use of Celotex Presidential Shake, Elk Pristique, or GAF Timberline Ultra 50 year, fungus resistant shingle, 355 lbs/sq. roof material, or comparable materials, are permitted. With respect to lots in Tracts M2, &M3, 30 yr-dimensional shingles will be permitted. Power exhaust fans and vents are permitted on back roof only. No wind turbines are allowed.

7.11 All Signage shall be Consistent with the overall theme of Kissimmee Bay. Individual 'For Sale' signs are available from the current management company.

7.12 Mail boxes in Monaco Villas shall be clustered at central locations in accordance with standards established with the U.S. Post Office. All other

mailboxes shall be Mel-Northey 1023A. Information is available from the current management company.

7.13 House numbers shall be located on each unit so as to be legible from the curb.

7.14 Garages must accommodate at least two (2) automobiles and shall be of a dimension not less than 22 feet deep by 20 feet wide (interior space).

7.15 All units shall be delivered to the purchaser in a completed and finished state including interior and exterior work normal to home building. No exterior “buyer completion” shall be offered or sold.

7.16 Site appurtenances such as trash receptacles, air conditioner compressors, pool equipment, water softeners, propane tanks, and similar equipment shall be located in side yards behind the front building line and shall be screened by a masonry wing wall with return, or by landscaping. No window air conditioning units shall be allowed. Temporary portable storage units, pods, containers etc are permitted for no more than 15 days.

7.17 Television and radio antennas shall be placed within roof overhangs or within the interior of the units. All units are to be prewired for cable television in accordance with the standards established by the DRB.

7.18 All utilities shall be underground including sewer, water, electric, cable television and telephone. No septic tank systems shall be allowed or any other type of sewage system without DRB and Osceola County approval.

7.19 The exterior irrigation shall be installed during construction of the improvements and shall provide 100% coverage on all landscape or sodded areas.

7.20 Cable television wiring shall be installed during construction of the improvements.

7.21 Screen enclosures shall not be brushed aluminum or bare surface, but shall be brown or white aluminum frames and all plans, including elevations shall be approved by the DRB. All screening shall be consistent with the tone of the design of the structure on which it is used.

7.22 Permanent outside clotheslines are prohibited.

7.23 Hurricane shutters shall be approved on a case-by-case basis. In no case left installed for more than 14 days after danger has passed.

8. CONSTRUCTION CRITERIA

8.1 The Property Owner shall utilize dust abatement and erosion control measures during construction including but not limited to watering dusty areas, burlapping banks against erosion and such other measures as may be required to control dust and erosion. The Property Owner of a lakefront Lot or Lots must control all silting to the satisfaction of the DRB. The Property Owner is solely responsible for his subcontractors and shall keep each building site free of debris including mud, concrete, trash and scraps.

The DRB has the right to exercise its judgment in these matters to see that these measures are carried out. If required, the DRB may, after reasonable notice at its own expense, contract to see that these measures are carried out and back charge the Property Owner for all such costs plus twenty (20%) percent for administration.

8.2 Changes to the construction documents required by Osceola County which are at variance with the DRB approvals shall be resubmitted to the DRB for approval unless such submittal requirements is waived by the DRB prior to the change; however, in no event shall the DRB be liable for any expenses or losses caused by the required changes.

8.3 Changes to the plans, elevations, color or material selections or any change to exterior elements in design or character which are different from those approved by the DRB shall be submitted to the DRB for approval prior to commencement of construction.

8.4 Copy of M. D., Article 7, Section 9, (7.9 Reconstruction of Damaged Improvements)

In the event that a residential dwelling or other Improvements on a Residential Property or the Golf Course Property shall be damaged or destroyed by casualty, hazard or other cause, including fire or windstorm, then, within a reasonable period, not exceeding sixty (60) days following the

occurrence of the offending incident, the Owner of the Residential Property shall cause the damaged or destroyed Improvements to be repaired, rebuilt or reconstructed or to be removed and cleared from such Residential Property. Any such repair, rebuilding or reconstruction shall be approved and accomplished as otherwise required pursuant to the provisions of this Master Declaration. An extension of a sixty (60) day "Reasonable Period" may be granted by the Association in the event of a catastrophe preventing timely acquisition of materials or contractors. Enforcement of the provisions of this Section shall be in accordance with the provisions of Section 7.20 of this Master Declaration and such other provisions of this Master Declaration as shall be applicable to its enforcement generally.

8.5 Copy of M.D., Article 8 BUILDING RESTRICTIONS RESIDENTIAL PROPERTY

8.5.1 **Generally.** The erection, placement, construction and installation of all Improvements on the Golf Course Property and on the Residential Property shall be subject to and governed by the following covenants, conditions, restrictions and reservations, to wit:

8.5.2 **Building Type.** The use of Residential Property, as defined in paragraph 6.2, is limited to residential dwelling purposes only and no building or structure or other Improvements shall be placed, located, erected, constructed or installed or permitted to remain on Residential Property except for such purpose.

8.5.3 **Approved Plans.** All Improvements must be constructed in accordance with detailed plans and specifications prepared by licensed architects and designs approved by the Design Review Board for Kissimmee Bay in conformance with all applicable Governmental Regulations and approved by the Design Review Board prior to the commencement of construction as more particularly provided in Article XV of this Master Declaration.

8.5.4 **Governmental Regulations.** All Improvements placed, located, erected, constructed and installed upon Golf Course Property and Residential Property shall conform to and comply with all applicable Governmental Regulations, including, without limitations, all building and zoning regulations of the County; particularly those applicable to the site plan of Kissimmee Bay

approved by Osceola County, Florida

8.5.5 **Standards Manual.** All Improvements shall be placed, located, erected, constructed, installed and maintained in conformation with the Design Standards Manual for which provision is made in Article XV of this Master Declaration, as the same may be changed, amended or modified from time to time.

8.5.6 **Construction.** The construction of all Improvements must be performed by such builders, general contractors and subcontractors as are (a) licensed in the State of Florida and the County to engage in the business of residential building and Construction and (b) approved in writing by the Association as being qualified and otherwise acceptable to Association to perform construction work within Kissimmee Bay and all construction shall otherwise comply with the Builders Agreement and the Design Review Standards for Kissimmee Bay. The latter approval shall be within the sole and absolute discretion of Design Review Board.

8.5.7 **Construction Time.** Unless otherwise approved by the Design Review Board in writing, construction of Improvements must be commenced not later than thirty (30) days from the date that the Design Review Board issues its written approval of the final plans and specifications therefore. If construction shall not commence within such thirty (30) days period the plans and specifications for any proposed construction must once again be reviewed and approved by the Design Review Board in accordance with the provisions of Article XV of this Master Declaration and any prior approval of the same by the Design Review Board shall no longer be binding on the Design Review Board. Upon commencement of construction, such construction shall be prosecuted diligently, continuously and without interruption to completion within a reasonable time; but in no event more than one (1) year from the date of the commencement of such construction. However, the Design Review Board shall have the power and authority to extend the period permitted for construction, as aforesaid; provided that the owner and general contractor involved make written application for such extension stating the reasons for the requested extension of time and provided further that the Design Review Board, in the exercise of its reasonable discretion, determines that the request is

reasonable and the extension is warranted.

8.5.8 Height Limitation. No improvement on Residential Property shall exceed the lesser of (1) thirty (30) feet in height, as measured from the finished grade of first floor (i.e., excluding basement, if any) to the roof peak (not including crawl spaces) at its highest point, except as expressly permitted by the Design Review Board; or (2) the building regulations of the appropriate governmental entity having jurisdiction. Each residential dwelling on a lot shall consist of not more than two (2) full stories (not including basement) unless otherwise approved in writing by the Design Review Board.

8.5.9 Building Setback Lines. No structural part of any building shall be constructed, erected placed or installed any closer to the property boundary lines of Residential Property, by lot sub classification, than as follows, to wit:

8.5.9.1 Residential Units Other Than Designated as Multi-family. No closer than twenty-five (25) feet to the front yard boundary line street side property boundary line; fifteen (15) feet to the rear yard property boundary line and seven and one-half (7 ½) feet to the side yard property boundary lines.

8.5.9.2 Corner lots. Notwithstanding the side yard building setback lines established elsewhere in this Section 8.9, the side yard building setback line on the side yard of corner lots (i.e., on the street side of a lot which is not the front of the residential dwelling constructed thereon shall likewise be twenty-five (25) feet.

8.5.9.3 Other Setback Lines. Improvements other than the main residential dwelling on a lot shall be placed, located, erected, constructed or installed no closer to the property boundary lines of Residential Property by type of Improvement, as follows, to wit:

8.5.9.4 Driveways. No closer than five (5) feet to any side yard property boundary line.

8.5.9.5 **Walkways.** No closer than five (5) feet to any side yard property boundary line.

8.5.9.6 **Swimming Pools and Decks.** No closer than the otherwise established side and back yard building setback line.

8.6 Dwelling Size. Each single family residential dwelling construction on Residential Property shall have a minimum heated and cooled living area, as follows:

8.6.1 Single Family Residential Unit.

(a) Lots 1-70 of the Subdivision. A minimum of two thousand two hundred (2,200) square feet living area (exclusive of garage).

(b) Lots 71-193 of the Subdivision. A minimum of two thousand (2,000) square feet of living area (exclusive of garage). (1st Amendment)

8.6.2 Multi-family residential Unit. A minimum of one thousand (1,000) square feet.

8.7 Governmental Requirements. In the event governmental regulations require restrictions more stringent than as set forth herein, the governmental regulations shall control.

8.8 Temporary Improvements and Facilities. No buildings, structures improvements or other facilities of a temporary nature, including trailers, P.O.D.S. etc. or shacks shall be permitted on Residential Property; provided, however, that temporary improvements or facilities used solely in connection with and during the period of the construction of approved permanent improvements may be permitted by the Design Review Board, in its discretion, during the period of the construction of such permanent Improvements so long as the same are located as inconspicuously as possible and are removed immediately following the completion of such construction. The location of such temporary improvements during construction shall be approved in writing by the Design Review Board.

8.9 Garage and Carports. No carports shall be placed, erected, constructed

installed or maintained on Residential Property. Each single family residential dwelling constructed and maintained on Residential Property other than the areas designated as multifamily shall have a garage for at least two (2) cars as an appurtenance thereto. Garages for more than two (2) automobiles must be specifically approved by the Design Review Board. Each garage shall have a minimum width, as measured from inside walls, of ten (10) feet per car and a minimum depth for each car of twenty-two (22) feet. Garages may also contain appropriately sized storage rooms, recreational workshops and tool rooms as approved by the Design Review Board. All garages must have garage doors that are operated by electric door openers kept in operable condition and all garage doors shall remain closed at all times save and except for the temporary opening of same in connection with the ingress and egress of vehicles and the loading or placement and unloading or removal of other items customarily kept or stored therein. Each garage shall also have a service door to the outside. No garage shall be converted to another use (e.g., living space) without the substitution, on the lot involved, of another garage meeting the requirements of this Section 8.14 of this Master Declaration and the approval of the Design Review Board as otherwise provided in this Master Declaration.

8.10 Curb Cuts. Vehicular access to each lot on Residential Property shall be through or over such driveway or driveways and curb cut or curb cuts as shall be approved by the Design Review Board prior to construction. The location, size and angle of the approach of all driveways and curb cuts shall be subject to the approval of the Design Review Board.

8.11 Driveways. All driveways, turnarounds and parking areas shall be concrete or constructed with a hard dust-free material approved by the Design Review Board or otherwise specified in the Design Standards Manual. Each driveway shall extend the entire distance from the garage door to the paved portion of the street or roadway in front of or adjacent to the lot on which such driveway is constructed. If pavers are used, they must terminate at sidewalk easement.

8.12 Roof Structures. No antennas, windmills, appliances or other rooftop installation or structure of any type shall be placed, located, erected, constructed, installed or maintained upon the exterior roof of any building or structure unless the same shall first be approved in writing by the Design Review Board and shall otherwise be erected, constructed, installed and maintained on the rear yard side of the roof or otherwise in such manner and at such location that the same shall not be visible from any street, but not on the

front side of the elevation. It is expressly provided, however, that rooftop attic ventilators and fans and solar collector panels which are designed and architecturally treated in an aesthetically acceptable manner and otherwise in conformance with guidelines therefore, if any, set forth in the Design Review Board within its reasonable discretion. All residential structures shall have tile roofs. Provided, as to Residential Units other than those located on Lots 1-70 of the Subdivision, tile roofs shall not be required, and non-tile roofs (so long as they are fungus resistant and, if shingled, contain dimensional shingles) shall be permitted, subject to the approval of The Design Review Board. (1st Amendment) (see also sec 7.10)

8.13 Antennas, Ect. No antennas, aerials, excepting TVRO (television receiver only) antennas as per FCC regulations and their placement approved by the Design Review Board, downlinks, dishes or other devices for the transmission or reception of radio, television or satellite delivered signals or any other form of electro-magnetic radiation or communication shall be erected, constructed, installed, used or maintained outside of any building or structure on Residential Property whether or not the same is attached to or detached from a building or a structure except those specifically approved by Association for purposes of supplying cable television service to site for commercial purpose.

8.14 Windows. The windows of all buildings on Residential Property shall have frames and muttoms, if any, constructed of wood, painted aluminum or anodized aluminum window (in a color acceptable to the Design Review Board), or such other materials as shall be in conformance with the applicable provisions of the Design Standards Manual. In no event shall raw or silver or brushed aluminum windows be permitted.

8.15 Reflective or Mirrored Glass. No reflective or mirrored glass shall be used on, in or for the windows or doors of any buildings or other Improvements constructed upon Residential Property. No tinted windows or doors shall be permitted unless first approved by the Design Review Board in writing, taking into account the degree of tinting and the aesthetics of the Improvements involved. (see also 7.9)

8.16 Awnings, Shutters and Window Coverings. Unless first approved by the Design Review Board, no window of any building or other Improvements constructed upon Residential Property shall be covered by any awnings, canopies, shutters, (including hurricane or storm shutter), boards, or similar type window coverings; except such as may be required for protection form

storm and only then during the period of any such storm. Nor shall any such windows be covered by or coated with any foil or other reflecting or mirrored materials. The foregoing restriction shall not be construed as a prohibition against decorative exterior shutters located to the side of window openings. (see also 7.23)

8.17 Exterior Air Conditioning Equipment. All air conditioning compressors and other equipment located outside of a residential dwelling shall be screened from the view of street and road rights-of-way, adjacent lots and the Golf Course Property by opaque walls attached to and made a part of each single family residential dwelling and otherwise in conformity with the applicable provisions of the Design Review Board. Absolutely no window air conditioning units shall be permitted.

8.18 Fences, Walls, and Screen Enclosures. Other than those constructed by the Association within the Wall and Landscape Easements established pursuant to Section 14.7 of this Master Declaration, no fences or walls shall be erected on residential Property or on the Golf Course Property unless approved in writing by the Design Review Board. The height of all fences or walls shall be subject to the control and approval of the Design Review Board. All fences and walls shall be constructed of wrought iron, brick, stucco or other masonry materials (except uncovered concrete block, painted or not) and shall conform to guidelines and specifications otherwise set forth in the Design Standards Manual. Exception to such specifications may be permitted by the Design Review Board, in its discretion; provided, however, that in no event shall uncovered or exposed chain link or prefabricated wooden fences be permitted. The limitations contained herein shall not be construed as prohibiting the construction of screen enclosures around swimming pools, in a design and of a material approved by the Design Review Board.

8.19 Exterior Building Materials, Finished and Colors. All exterior building materials, finishes, and colors shall be in conformance with the applicable provisions of the Design Standards Manual or as otherwise approved by the Design Review Board. Uncovered or exposed (whether painted or not) concrete or concrete block shall not be permitted as the exterior finish of any building structure or wall unless approved by the Design Review Board. The foregoing restriction shall be equally applicable to the initial as well as any subsequent painting of any Improvement(s) located on Residential Property.

8.20 Exterior Lighting. Exterior lighting or illumination of buildings, yards,

parking areas, sidewalks and driveways on a lot shall be designed and installed so as to avoid visible glare (direct or reflected) from street and road rights-of-way, other Residential Property, Common Property or Golf Course Property. All exterior lighting shall conform to the applicable provisions of the Design Standards Manual. Special exceptions to such specifications may be approved by and within the discretion of the Design Review Board upon a showing of good cause therefore.

8.21 Garage and Trash Storage Areas. All exterior garbage and trash storage areas shall be enclosed by opaque walls attached to and made part of each single family residential dwelling and otherwise in conformity with the applicable provisions of the Design Standard Manual or as otherwise approved by the Design Review Board.

8.22 Underground Utilities. All utility lines and facilities shall be located and installed underground or concealed under or within a building or other on-site improvements approved by the Design Review Board; provided, however, that the foregoing restriction shall not be deemed to prohibit the following: (a) temporary electric power and telephone service poles and water lines which are incident to the ongoing construction of approved permanent Improvements, and provided further, that the same are removed immediately following the completion of such construction; (b) above-ground electric transformers, meters and similar apparatus properly screened specified in the Design Standards Manual or as otherwise approved by the Design Review Board; (c) permanent outdoor safety light poles located and installed in conformance with the applicable provisions of the Design Standards Manual, or as otherwise approved by the Design Review Board.

8.23 Cable Television Systems. Each dwelling constructed on Residential Property shall be wired to receive CATV service from the Kissimmee Bay CATV, which has been or is to be installed throughout Kissimmee Bay. The plans and specifications for each residential dwelling within Kissimmee Bay, which are submitted to the Design Review Board for its review and approval, shall include plans and specifications, which provide for the connection of the dwelling to the CATV. The cost of the installation and maintenance of the cable wiring for each residential dwelling on Residential Property shall be borne by the CATV System Operator. The cost of installation and maintenance of the CATV to the Golf Course Property shall be borne by the Golf Course Owner. The Regular Assessment shall include fees for standard cable service and may include a community channel. It is expressly provided, however, that

notwithstanding any Design Review Board approval of the plans and specifications therefore, neither the Association nor the Design Review Board shall have any responsibility or liability to anyone whomsoever or whatsoever, including, without limitation, any owner, for any failure, deficiency or malfunction of any individual cable television system or the CATV.

8.24 Precedence Over Less Stringent Governmental Regulations. In those instances where the covenants, conditions and restriction set forth in this Article VIII set or establish minimum standards in excess of Governmental Regulations, including, without limitation, building and zoning regulations, the covenants, conditions and restrictions set forth in this Article VIII of this Master Declaration shall take precedence and prevail over less stringent Governmental Regulations.

8.25 Waivers, Exceptions and Variances by Developer. Notwithstanding anything to the contrary set forth in or which may otherwise be implied from the terms and provisions of this Master Declaration, the Developer specifically reserves exclusively unto itself, for the duration hereinafter specified, the right and privilege (but Developer shall have absolutely no obligation), upon a showing of good cause therefore, to: (a) grant waivers, with respect to any existing or proposed future deviation form, or violation or infraction of, the building restriction specified in this Article VIII of this Master Declaration where, in the reasonably exercised good faith judgment and discretion of the Developer, the Developer shall determine or decide that such deviation, violation or infraction is de minimis, minor, or insignificant, (b) grant waivers of, exception to, or variances from, the building restrictions specified in this Article VIII of this Master Declaration where special conditions and circumstances exist which are peculiar to a particular owner and not generally applicable to other owners (e.g., because of its unusual size, configuration or location) or where a literal interpretation or application of any such building restriction to a particular lot would be inappropriate, inequitable or otherwise work or result in a hardship or deny such owner thereof specific rights which are generally enjoyed by other lots and owners; it being expressly provided, however, that, in all cases, the Developer, in its exercise of such right and privilege shall, in its reasonably exercised and good faith judgment and discretion determine or decide that its grant of any such waiver, exception or variance shall not result in, represent, be or constitute a significant deviation of or derogation from (a) the uniform plan of development for Kissimmee Bay, (b) the high architectural, ecological, environmental and aesthetic standards otherwise established of Kissimmee Bay or (c) the objects and purposes of this

Master Declaration as hereinabove enumerated in Article II of this Master Declaration. The Developer shall have such right and privilege to grant waivers, exceptions and variances, as aforesaid, until either (a) the expiration of a period of fifteen (15) years from the date of the recordation of this Master Declaration among the Public Records of the County or (d) the sale by the Developer or its successors or assigns in the ordinary course of business, and not in bulk, of ninety-five percent (95%) of all lots in Kissimmee Bay, whichever shall last occur. Following the occurrence of the last of the foregoing events to occur, the right and privilege of the Developer to grant waivers, exceptions and variances, as aforesaid, shall be delegated and assigned by the Developer to and thereafter vest in the Design Review Board. To the extent that any such waiver, exception or variance is granted in a particular instance or with respect to any particular lot or Improvement pursuant to the provisions of this Section 8.30, as aforesaid, the same shall not be deemed to be a precedent for the granting of such or any similar waiver, exception or variance in any other particular instance or any other particular lot or Improvement.

8.26 Sidewalk Easements. There is hereby created, declared and reserved for the benefit of the Association and all Owners an easement for sidewalk purposes over, within and upon all Sidewalk Easement areas and more particularly located within ten (10) feet of and immediately adjacent to all of the Common Streets and Roads within Kissimmee Bay for the purposes of constructing, installing, maintaining, repairing and replacing from time to time the sidewalk systems of Kissimmee Bay, if any. All of such benefited parties shall have a non-exclusive easement for pedestrian ingress, egress and passage over and upon any sidewalks from time to time located constructed, installed and maintained within said Sidewalk Easement areas. The Sidewalk Easements and the sidewalks from time to time constructed, installed and located therein, if any, are hereby declared and shall hereafter be deemed to be Common Property; notwithstanding that the same are located upon lots the fee simple title to which is vested in the Owners of the affected lots. The Owner of each lot shall be obligated, at his expense, to initially install that portion, if any, of the Kissimmee Bay sidewalk system which is to be located on such lot. However, no sidewalks shall be installed by any owner within any such Sidewalk Easement area unless and until the Association shall first make the determination that sidewalks are to be constructed in particular areas or adjacent to particular streets within Kissimmee Bay. Provided that such determination is first made by the, Association as aforesaid, sidewalks shall be constructed at the location within any such Sidewalk Easement and pursuant to such specifications as shall be designated by the Design Review Board. Following

the initial construction and installation of any sidewalks within the Sidewalk Easement areas, the maintenance and repair of the Kissimmee Bay sidewalk system shall be the responsibility of the Association. In that regard, each Owner is hereby advised that, notwithstanding the creation, declaration and reservation of the Sidewalk Easements, sidewalks may not ever be constructed within the Sidewalk Easement areas unless the Association shall determine that sidewalks shall be constructed thereon. It is expressly provided that the construction and installation of driveways or driveway approaches within the Sidewalk Easement areas shall be permitted encroachments into such Sidewalk Easement areas.

9. DESIGN CRITERIA-LANDSCAPING

9.1 The following landscaping standards are established to enhance each property and the community. All areas outside of buildings shall be landscaped according to the approved landscape plans.

9.2 The landscape plan of each house and lot must be approved first by the Design Review Board prior to installation:

- a) A minimum of four (4) trees per lot (excluding trees in Streetscape Easement) with a minimum height of ten feet shall be required of which two shall be located in the front yard and two in the rear yard. Lawn areas shall be planted in St. Augustine Floratam sod. No rye grass overseeding is permitted.
- b) A minimum of one (1) live oak tree per lot no closer than ten (10) feet from the light pole (based on lot frontage of 85 feet, additional trees required if more frontage) with a minimum height of ten (10) feet and minimum trunk caliber of 3 ½” to 4” shall be planted as street trees between the sidewalk and the paved street
- c) Existing trees may be counted toward these requirements at the discretion of the DRB.
- d) All perennials must be approved, but annuals and mulch need not.

9.3 The following plant quality standards shall apply to landscape plants used in conformance with this section:

- a) All trees and shrubs shall be in Florida No. 1 or better as defined in “Grades and Standards for Nursery Plants” Part I and Part II, State of Florida, Department of Agriculture in the most current edition.
- b) Grass Sod is to be St. Augustine Floratam. Sod shall be free of weeds, diseases, fungus, and vermin and shall be placed and rolled in a method, which produced a consistent lawn level.

9.4 The landscape installation shall be done in accordance with landscape specifications as developed from the time to time by the DRB.

9.5 Landscape areas of each lot including the streetscape easement shall be irrigated by an automatic irrigation system and maintained by the Owner.

9.6 Kissimmee Bay appears to have three (3) distinct vegetative areas. The West portion is heavily wooded with oak. The middle area is inhabited with Sweet Bay and Cypress. The East portion is dominated by wetland species. It is the intent of the DRB to encourage landscaping, tree usage and species which presently exist or which existed prior to development.

9.7 Examples of **approved trees** are as follows:

- a) Live Oak (*Quercus Virginiana*)
- b) Southern Magnolia (*Magnolia Grandiflora*)
- c) American Holly (*Ilex Opaca*)
- d) Sweet Bay (*Magnolia Virginiana*)
- e) Dahoon Holly (*Hex Cassine*)
- f) Sweetgum (*Liquidambar Styraciflua*)
- g) Loblolly flay (*Gordonia Lasianthus*)
- h) Southern fled Cedar (*Juniperus Sillicicola*)
- i) Said Cypress & Pond Cypress (*Taxodium Distichum*, TD)
- j) Yaupon Holly (*Ilex vomitoria*)
- k) Ligustrum
- l) Wax & Crepe Myrtles

9.8 The following **trees and shrubs are unacceptable** for use within the development:

- a) Ear Trees (Enterlobium Cyclocarpum)
- b) Cajeput or Punk Tree (Meleleuca)
- c) American Mulberry (Morus rubra)
- d) Chinaberry (Melia azedarch)
- e) Brazilian Pepper (Schinus terebinthifolius)
- f) Australian Pine (Casuarina)
- g) Containerized trees and nursery stock trees grown for resale
- h) Citrus Trees
- i) Trees planted for harvest
- j) Eucalyptus Species
- k) Trees removed for bona fide agriculture purpose
- l) All pine trees

9.9 Copy of M.D., Article 7, Section 16 (7.16 Trees). No trees shall be removed from any lot without prior written consent of the Design Review Board.

10. DESIGN CRITERIA-FENCES, WALLS, DRIVEWAYS, PAVERS AND EXTERIOR LIGHTS

10.1 The following fence and wall standards are established to enhance each property and the community. For this purpose, the location, the height, the material used in the construction of and the color of the fences shall in all cases be established and controlled by the DRB.

10.2 In general, no fence or wall shall be constructed by a Property Owner without the prior consent of the DRB. A Property Owner desiring to construct a fence or wall shall make application to the DRB for approval in the following manner:

Two (2) copies of a fence or wall design shall be submitted to the DRB adequately reflecting the design, elevation, location, size and height of the fence or wall proposed, the type of material from which the fence or wall is to be constructed and the color of the proposed fence or wall. Upon receipt of the documents, the DRB will meet to review the documents and/or request additional information as desired. Upon approval of the documents, one (1) copy will be returned to the Property Owner and one (1) copy will be retained by the DRB. The height of all fences or walls shall be subject to the control and approval of the DRB. All fences and walls shall be constructed

of wrought iron or anodized aluminum, brick, stucco or other masonry material (except uncovered concrete block, painted or not) and shall conform to guidelines and specifications otherwise set forth in these Standards. Exception to such specifications may be permitted by the DRB, in its discretion; provided, however, that in no event shall uncovered or exposed chain link, prefabricated wooden or vinyl fences be permitted. The limitations contained herein shall not be construed as prohibiting the construction of screen enclosures around swimming pools, in a design and of a material approved by the DRB. No fence or wall shall be permitted beyond the building line of a structure except by special exception by the DRB. Front fences or walls are prohibited. Wing walls or equipment screens may be masonry. Exceptions shall be made on a case basis by the DRB for landscaping fences and certain ornamental fences or walls.

10.3 The DRB shall indicate its approval or disapproval of matters to be acted on hereunder by written instrument filed with the Secretary of the DRB and served personally or by mail on the Property Owner.

10.4 Decorative removable pavers may be approved on a case-by-case basis for drives, walkways and cartways.

11. DURATION OF APPROVAL.

Any approval of plans, specifications and other materials, whether by the DRB or by the Board of Directors of the Association following appeal, shall be effective for a period of one (1) year from the effective date of such approval. If a construction or installation of the building, structure or other improvement for which plans, specifications and other material have been approved, has not commenced within said one (1) year period, such approval shall expire, and no construction shall thereafter commence without a resubmission and approval of the plans, specifications and other materials previously approved. The prior approval shall not be binding upon the DRB on resubmission in any respect.

12. EXCULPATION FOR APPROVAL OF DISAPPROVAL OF PLANS

Any and all members of the DRB and any and all officers, directors, employees, agents and members of the Association, shall not, either jointly or severally, be

liable or accountable in damages or otherwise to any Owner or other person or party whomsoever or whatsoever by reason or on account of any decision, approval or disapproval of any plans, specifications or other materials required to be submitted for review and approval pursuant to the provisions of this section, or for any mistake in judgment, negligence, misfeasance or nonfeasance related to or in connection with any such decision, approval or disapproval. Each person who shall submit plans, specifications or other materials to the DRB for consent or approval pursuant to the provisions of this section, by the submission thereof, and each owner by acquiring title to any lot or any interest therein, shall be deemed to have agreed that he or it shall not be entitled to and shall not bring any action, proceeding or suit against the DRB, the Association nor any individual member, officer, director, employee or agent of any of them for the purpose of recovering any such damages or other relief on account of any such decision, approval or disapproval. Additionally, plans, specifications and other materials submitted to and approved by the DRB or by the Board of Directors of the Association, shall be reviewed and approved only as to their compliance with the appearance and location in light of the standards for review and approval specified in the Master Declaration and this Design Standards Manual, and shall not be reviews or approved for their compliance with any applicable governmental regulations, including without limitation, any applicable building or zoning laws, ordinances, rules or regulations. By the approval of any such plans, specifications or materials, neither the DRB, the Association, nor any individual member, officer, director, employee or agent or any of them, shall assume or incur any liability or responsibility whatsoever for any violation of governmental regulations or any defect in the design or construction of any building, structure or other improvement, constructed, erected, placed or installed pursuant to or in accordance with any such plans, specifications or other materials approved pursuant to this section.