

OSPREY OAKS HOMES II ASSOCIATION, INC.

COMMUNITY STANDARDS

TABLE OF CONTENTS

	Page
1. Defined Terms.....	3
2. Approval Required	3
3. Deviations	3
4. Right to Act	3
5. Procedure.....	3
5.1 Application.....	3
5.2 Plans Generally	4
5.3 Revised Plans	4
5.4 Samples	4
5.5 Incomplete Application or Supplemental Information Required	4
5.6 Quorum	4
5.7 Time for Review	4
5.8 Rehearing	5
5.9 Appeal to Board	5
5.10 Procedures.....	5
5.11 Variances.....	5
6. The Criteria.	5
6.1 Alterations.....	5
6.2 Time for Completion.....	5
6.3 Permits	5
6.4 Harmony and Appearance.....	5
6.5 Architect.....	6
6.6 Setbacks	6
6.7 Visibility on Corners	6
6.9 Type	6
6.10 Work Commencement	6
6.11 Painting/Exterior Color Plan	6
6.12 Roofs, Eaves and Gables.....	6
6.13 Window Frames	7
6.14 Front, Rear and Side Facades.....	7
6.15 Garages	7
6.16 Driveway Construction	7
6.17 Signs.....	7
6.18 Games, Play Structures and Recreational Equipment	7
6.19 Fences and Walls	7
6.20 Screened Enclosures	8
6.21 Hurricane Shutters.....	8
6.23 Swimming Pools	8
6.25 Landscaping Criteria	9
6.26 Exterior Lighting.....	9
6.27 Holiday Lights	9
6.28 Garbage and Trash Containers	9
6.29 Temporary Structures.....	9
6.30 Window Air Conditioning	10
6.31 Utility Connections	10

6.32	Satellite Dishes and Antennas	10
6.33	Flags.....	10
6.34	Additions.....	10
6.35	Awnings and Shutters	11
6.36	Doors.....	11
6.37	Glass Block	11
6.38	Storage Sheds.....	11
6.39	Gutters and Solar Panels	11
	6.39.1 Rear Yard 11	
	6.39.2 Front Yard and Side Yard.....	11
6.40	Generators	12
6.41	Mechanical Equipment.	12
6.42	Wells and Septic Tanks	12
7.	Express Approval	12
7.1	Within Thirty (30) Days.....	12
7.2	Within Ten (10) Days	12
8.	Deviations	13
9.	Administrative Fees and Compensation	13
10.	Liability	13
11.	Construction by Owners	14
11.1	Miscellaneous	14
11.2	Required Lists	14
11.3	Owner Responsibility.....	14
11.4	ACC Standards.....	14
12.	Inspection	15
13.	Violation.....	16
14.	Court Costs.....	16
15.	Exemption	16
16.	Supplemental Exculpation.....	16
17.	Certificate	17
18.	Governmental Approvals	17
19.	Amendments to Community Standards	17

OSPREY OAKS HOMES II

COMMUNITY STANDARDS

Pursuant to the Declaration of Covenants and Restrictions for Osprey Oaks Homes II (the “**Declaration**”), the Architectural Control Committee for Osprey Oaks Homes II (the “**ACC**”) hereby adopts the following procedures, which shall be known as the Community Standards.

1. **Defined Terms.** All initially capitalized terms shall have the meanings set forth in the Declaration unless otherwise defined herein.

2. **Approval Required.** The ACC shall approve or disapprove any improvements or structure of any kind within any portion of Osprey Oaks Homes II including, without limitation, any building, fence, wall, screen enclosure, decorative building, landscape device or object, swimming pool, and/or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Home, Lot, or any other portion of Osprey Oaks Homes II. The ACC shall approve or disapprove any exterior addition, changes, modifications or alterations therein or thereon. The ACC shall evaluate and approve or disapprove all plans and specifications for the exterior design, landscaping, location, size, type, and appearance of any proposed structures or improvements, relationship to surrounding structures or improvements, topography and conformity with the Declaration, Community Standards and such other published guidelines and standards as may be adopted by the Association and/or ACC from time to time. All decisions of the ACC shall be submitted in writing to the Board. After the turnover of the Association from the Declarant to the Owners, any party aggrieved by a decision of the ACC shall have the right to make a written request to the Board as provided in Section 5.9 below for a review thereof. The determination of the Board upon reviewing any such decision shall in all events be dispositive. **IN ADDITION TO APPROVAL BY THE ACC, OWNERS MUST OBTAIN ALL APPROVALS AND PERMITS REQUIRED BY GOVERNMENTAL AUTHORITIES HAVING JURISDICTION.** Notwithstanding the foregoing ACC approval is not required for improvements or changes to the interior of a Home not visible from the exterior of a Home.

3. **Deviations.** The ACC has the right to deviate from the provisions of these Community Standards for reasons of practical difficulty or particular hardship which otherwise would be suffered by any Owner, without consent of the Owner of any adjoining or adjacent Home. Any deviation shall be manifested by written agreement, and shall not constitute a waiver of any restriction or provision of these Community Standards as to any other Home. The granting of a deviation or variance shall not nullify or otherwise affect the right to require strict compliance with the requirements set forth herein on any other occasion. Notwithstanding the foregoing, the ACC shall not enforce any policy or restriction that is inconsistent with the rights of Owners set forth in the Declaration or these Community Standards.

4. **Right to Act.** The ACC may enforce the Declaration or these Community Standards upon its own volition, or upon the request of any Owner(s) and/or the Board.

5. **Procedure.** In order to obtain the approval of the ACC, each Owner shall observe the following:

5.1 **Application.** Each applicant shall submit an application to the ACC with respect to any proposed improvement or material change in an improvement, together with the required application and fee(s) and other fees as established by the ACC. The current application form is attached hereto as **Exhibit A**, and the application shall include such information as may be required by the application form adopted by the ACC and in effect at the time the application is submitted.

5.2 Plans Generally. The applicant shall submit to the ACC such site plans, plans and specifications for the proposed improvement, prepared and stamped by a registered Florida architect or residential designer, and landscaping and irrigation plans, prepared by a registered landscape architect or designer showing all existing trees and major vegetation stands and surface water drainage plan showing existing and proposed design grades, contours relating to the predetermined ground floor finish elevation, pool plans and specifications and the times scheduled for completion, all as reasonably specified by the ACC. The ACC may require, at its discretion, up to three (3) complete sets of all plans and specifications for any improvement or structure of any kind, including without limitation, any building, fence, wall, enclosure, decorative building, landscape device or object, or other improvement, the construction or placement of which is proposed upon any Home, which plans shall include the proposed elevation of all floor slabs, pool elevations, and three (3) complete sets of the drainage plan, grading plan, tree survey, lot survey, color plan and materials designation plan for such improvement or structure.

5.3 Revised Plans. Preliminary plans and drawings must be submitted to the ACC, and approval of the same obtained. The ACC may require the submission of final plans and specifications if initial plans must be revised. All plans and drawings submitted must be signed by both the professional who has prepared such plans and drawings and the Owner of the Home and must include (unless waived by the ACC) the following:

5.3.1 A current certified survey of the Home showing the proposed location of the improvement, grade elevation, contour lines, location of all proposed paved areas and location of all existing trees.

5.3.2 A landscape plan including a graphic indication of the location and size of all plant materials on the site (existing and proposed), and the Latin and/or common names of all plants and their planted size.

5.3.3 The ACC may also require submission of samples of building materials and colors proposed to be used.

5.4 Samples. The ACC may require submission of samples of building materials and colors proposed to be used.

5.5 Incomplete Application or Supplemental Information Required. In the event the information submitted to the ACC is, in the ACC's opinion, incomplete or insufficient in any manner, the ACC may request and require the submission of additional or supplemental information. The applicant shall, within fifteen (15) days thereafter, comply with the request.

5.6 Quorum. A majority of the ACC shall constitute a quorum to transact business at any meeting. The action of a majority present at a meeting at which a quorum is present shall constitute the action of ACC. Meetings of the ACC must be open to all Members.

5.7 Time for Review. No later than thirty (30) days after receipt of all information required by the ACC for final review, the ACC shall approve or deny the application in writing. The ACC shall have the right to disapprove any plans and specifications which are not suitable or desirable, in the ACC's sole discretion, for aesthetic or any other reasons or to impose qualifications and conditions thereon. In approving or disapproving such plans and specifications, the ACC shall consider the suitability of the proposed improvements, the materials of which the improvements are to be built, the site upon which the improvements are proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property. In the event the ACC fails to respond within such thirty (30) day period, the plans and specifications shall be deemed disapproved by the ACC.

5.8 Rehearing. In the event that the ACC disapproves any plans and specifications, the applicant may request a rehearing by the ACC for additional review of the disapproved plans and specifications. The meeting shall take place no later than thirty (30) days after written request for such meeting is received by the ACC, unless applicant waives this time requirement in writing. The ACC shall make a final written decision no later than thirty (30) days after such meeting. In the event the ACC fails to provide such written decision within such thirty (30) days, the plans and specifications shall be deemed disapproved.

5.9 Appeal to Board. After the turnover of the Association from the Declarant to Owners, upon final disapproval (even if the members of the Board and ACC are the same), the applicant may appeal the decision of the ACC to the Board within thirty (30) days of the ACC's written review and disapproval. Review by the Board shall take place no later than thirty (30) days subsequent to the receipt by the Board of the Owner's request therefore. If the Board fails to hold such a meeting within thirty (30) days after receipt of request for such meeting, then the plans and specifications shall be deemed approved. The Board shall make a final decision no later than thirty (30) days after such meeting. In the event the Board fails to provide such written decision within thirty (30) days after such meeting, such plans and specifications shall be deemed approved. The decision of the ACC, or if appealed, the Board, shall be final and binding upon the applicant, and his/her/its heirs, legal representatives, successors and assigns.

5.10 Procedures. The ACC shall adopt, from time to time, additional procedures and forms necessary to carry out its responsibilities under the Declaration and these Community Standards.

5.11 Variances. The ACC has the power to grant variances from any requirements set forth in the Declaration or these Community Standards, on a case by case basis, provided that the variance sought is reasonable and results from a hardship upon the applicant; provided, however, the ACC shall not enforce any policy or restriction that is inconsistent with the rights and privileges of an Owner set forth in the Declaration. The granting of a variance shall not nullify or otherwise affect the right to require strict compliance with the requirements set forth in the Declaration or in the Community Standards on any other occasion. No approval, whether expressly granted by the ACC or deemed granted as provided in Section 5.9 above shall be inconsistent with these Community Standards or other Association Documents unless a written variance has been granted pursuant to this Section 5.11.

6. The Criteria.

6.1 Alterations. Any and all alterations, deletions, additions and changes of any type or nature whatsoever to then existing improvements or the plans or specifications previously approved by the ACC; including, but not limited to, changes relating to exterior design, landscaping, location, size, type and appearance, shall be subject to the approval of the ACC in the same manner as required for approval of original plans and specifications.

6.2 Time for Completion. Construction of all improvements shall be completed within the time period set forth in the application and approved by the ACC.

6.3 Permits. The Owner is solely responsible to obtain all required approvals, building and other permits from all governmental authorities having jurisdiction and is responsible for compliance with all applicable building and zoning codes.

6.4 Harmony and Appearance. The ACC shall have the right of final approval of the exterior appearance of all Homes including the harmony of the architectural design with the other Homes within the community, including but not limited to, the quality and appearance of all exterior building materials.

6.5 Architect. All Homes and structural improvements within Osprey Oaks Homes II shall be designed by a Florida licensed architect.

6.6 Setbacks. Each Owner is responsible for compliance with any building codes and setback regulations. The minimum front, side and rear setbacks and minimum square footage for all Homes in Osprey Oaks Homes II shall be as required by the applicable building code. Where conditions permit, the ACC, in its sole discretion, may require larger setbacks.

6.7 Visibility on Corners. Notwithstanding anything to the contrary in these Community Standards, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the ACC and governmental agencies. No vehicles, objects, fences, walls, hedges, shrubs or other planting shall be placed or permitted on a corner Lot where such obstruction would create a traffic problem.

6.9 Type. No building shall be erected, altered, placed or permitted to remain on any Lot other than a Home. Unless approved by the ACC as to use, location and architectural design, no garage, tool or storage room, playhouse, screened enclosure, greenhouse, or other structure may be constructed separate and apart from any residential building nor can such structure(s) be constructed prior to construction of the main residential dwelling.

6.10 Work Commencement. No work shall commence prior to written approval by the ACC. No foundation for any structure shall be poured, nor pilings driven, nor shall construction commence in any manner or respect, until the layout for the structure is approved by the ACC in writing. It is the purpose of this approval to assure that removal of desirable existing trees and/or plants is minimized and that the structure is placed in its most advantageous position.

6.11 Painting/Exterior Color Plan. The ACC shall have final approval of all exterior color plans for Homes including materials, and each Owner must submit to the ACC a color plan showing the color of all exterior surfaces which shall include samples of the actual colors to be utilized and the materials. The ACC shall determine whether the color plan and materials are consistent with the surrounding Homes and that they conform with the color scheme of the community. The color plan must be submitted prior to construction and/or repainting. The ACC, at the direction of the Association, reserves the right, and is hereby given the right, to determine that any building or structure in the community, including a Home, is in need of outside painting. In the event a determination is made that a building or structure requires outside painting, the ACC shall give the Owner of such building or structure notice of such determination, which notice shall be accompanied by a demand that such Owner comply with the demand within thirty (30) days after the mailing of such notice. In the event such Owner fails to comply with such notice and demand, the ACC shall have the right, but not the obligation, to cause such outside painting to be done and performed, and the Association shall impose an Individual Assessment against the Owner or Owners to cover the costs of such painting including, without limitation, an administrative fee equal to the greater of \$50 or 15% of the cost of such work, and shall have full lien rights against the Home as set forth in the Declaration.

6.12 Roofs, Eaves and Gables. Any alterations to a roof by Owners, including the replacement of all or any part of a roof must be approved by the ACC and any governmental authority having jurisdiction. No asphalt roofs shall be permitted. All required heat and plumbing vents shall not penetrate the roof on the road-side of the building unless determined to be absolutely necessary by the ACC. In all events such vents and roof edge flashing shall be painted the same color as the roof. A sample of the material to be used, including the color of the material, must be submitted with the application for approval of a roof or for the replacement of a roof with any material other than the existing material. Roofing

materials shall be cement tiles, architectural shingles or other materials of similar useable life approved by the ACC.

6.13 Window Frames. Window frames must be either anodized or electronically painted. All windows must utilize window frames in a color consistent with the original window frames of the Home. All replacement window frames must the same color and be constructed of the same materials utilized in the original construction of the Home.

6.14 Front, Rear and Side Facades. The treatment of the rear and side facades must be similar to that of the front elevations of the Home and similar materials must be used as determined by the ACC.

6.15 Garages No garage shall be converted into a general living area or used as living quarters by any person, nor shall any commercial or business venture be operated out of any garage. No carports will be permitted. All garage doors must be color compatible with the Home exterior. Garage doors must be functional at all times and be equipped with automatic garage door openers. No screening shall be permitted across garage fronts.

6.16 Driveway Construction. All replacement driveways and/or walkways must be constructed of the same materials utilized in the original construction of the original driveways or walkways. Prior written approval for other materials must be obtained from the ACC. A sample of the requested material to be used must be submitted at the time of application for change. All requests for the extension or modification of a driveway must be submitted to the ACC with an application.

6.17 Signs. No signs of any kind, except as expressly provided for in the Declaration and approved by the ACC, shall be displayed in the public view on any property within Osprey Oaks Homes II, and all Owners of property subject to these Community Standards do hereby grant to Association and the ACC, the right to enter upon their property for the purpose of removing any unauthorized signs. In addition, no sign (including brokerage or for sale/lease signs), banner or other lettering shall be exhibited, displayed, inscribed, painted or affixed in or upon any portion of Osprey Oaks Homes II that is visible from the outside without the prior written approval thereof being had and obtained from the ACC and without prior written approval thereof by governmental agencies, if necessary; provided, however, signs required by governmental agencies and approved by the ACC may be displayed (*e.g.*, permit boards).

6.18 Games, Play Structures and Recreational Equipment. No basketball-backboard, outdoor equipment, sports equipment, swing set, gym, skate board ramp, sand box, nor any other fixed or portable game or play structure, including, without limitation, platform, tree house, dog house, playhouse or structure of a similar kind or nature shall be constructed or placed on any part of a Lot or yard of a Home without the prior written approval of the ACC. All such structures and equipment must have the prior written approval of the ACC. All portable basketball hoops and other sports equipment must be stored inside the Home when not in use.

6.19 Fences and Walls.

6.19.1 No fences or walls shall be constructed on any Home, yard of or adjacent to a Home, or any portion of Osprey Oaks Homes II without the prior written approval of the ACC. The ACC may require the composition and color of any fences or walls to be consistent with the material used in the Home, surrounding Homes, and other fences, if any. The use of landscaping is to be encouraged in place of walls and fences. No chain link fences will be permitted. All fences will include the landscaping required by the ACC, and ACC approval may require the installation of additional landscaping on either or both sides of the fences. All fenced-in areas will be the landscape maintenance responsibility of the Owner.

If a hedge is required to be installed in front of the fence, the Owner will be responsible for maintaining the hedge at a height no higher than the height of the fence. Opaque screening for garbage areas and air conditioning equipment shall be indicated on plans submitted to the ACC. The ACC may adopt sample standards by which fences and walls may be built, and all fences must be consistent with the requirements of the City Code.

6.19.2 In the event a fence is installed within a drainage easement area with prior ACC approval, the Owner is solely responsible for fence repair or replacement if the drainage easement area needs to be accessed. No fences, walls or other structures shall be permitted or approved by the ACC within any lake slopes or lake banks..

6.20 Screened Enclosures. No screening or screened enclosure shall be permitted or installed unless approved by the ACC in writing. The approval of the ACC may address color, height, setbacks, buildable area radius, and other like factors. The ACC may adopt sample standards by which screened enclosures may be built.

6.20.1 The screening of front porches is prohibited.

6.20.2 No screened enclosures utilizing polyvinyl chloride (PVC) or fabricated wood shall be permitted.

6.20.3 All screen enclosures must be attached to a Home; free standing enclosures are prohibited.

6.20.4 All enclosures of balconies or patios, including, without limitation addition of vinyl windows, and decks shall require the prior written approval of the ACC.

6.20.5 Applications for screened enclosure approval must include the following: (a) a completed, dimensioned site plan showing the enclosure location and other improvements on the property, and (b) affected exterior elevations of the Home and/or building in which the Home is located, as applicable, showing the enclosure with all framing members indicated.

6.21 Hurricane Shutters. Any hurricane shutters or other protective devices visible from outside a Home shall be of a type as approved in writing by the ACC. Panel, accordion and roll-up style hurricane shutters may not be left closed during hurricane season (nor at any other time). Any such approved hurricane shutters may be installed or closed up to forty-eight (48) hours prior to the expected arrival of a hurricane and must be removed or opened within seventy-two (72) hours after the end of a hurricane watch or warning or as the Board may determine otherwise. Except as the Board may otherwise decide, shutters may not be closed at any time other than a storm event. Any approval by the ACC shall not be deemed an endorsement of the effectiveness of hurricane shutters.

6.23 Swimming Pools. No above-ground pools shall be permitted. All in-ground pools, hot tubs, spas, jacuzzis and appurtenances installed shall require the prior written approval of the ACC, as well as the prior approval of all governmental authorities having jurisdiction. The design must incorporate, at a minimum, the following: (i) the composition of the material must be thoroughly tested and accepted by the industry for such construction; (ii) any swimming pool constructed on any Lot shall have an elevation at the top of the pool of not over two (2) feet above the natural grade unless otherwise approved by the ACC, (iii) pool cages and screens must be of a design, color, and material approved by the ACC and shall be no higher than twelve feet (12') unless other approved by the ACC; and (iv) pool screening shall in no event be higher than the roof line of the Home. Pool screening shall not extend beyond the sides of the Home without the express approval of the ACC. No lighting of a pool shall be installed without the approval

of the ACC and, if allowed, shall be designed for recreation character so as to buffer the surrounding Homes from the lighting. All pools must comply with the applicable set-back requirements as well as all other requirements of governmental authorities. Pool filter equipment must be placed out of view of neighboring properties and the noise level to neighboring properties must be considered in locating the equipment. The location of all pool equipment shall be in compliance with all governmental requirements. Pool heating equipment must comply with all applicable building, zoning, and fire codes, and such equipment must be screened with landscaping material. Owners of Homes with pools, hot tubs, spas and/or jacuzzis shall be responsible for the maintenance of such pools, hot tubs, spas and jacuzzis, and all of them shall be adequately maintained and chlorinated (or cleaned with a similar treatment). Owners acknowledge, understand and agree that not all Lots may be large enough to accommodate a pool, hot tub, spa and/or jacuzzi. No diving boards, slides, or platforms shall be permitted.

6.25 Landscaping Criteria. Basic landscaping plans for each Home or the modifications to any existing landscaping plan must be submitted to and approved by the ACC. No landscaping including, without limitation, sod, topsoil, plants, shrubs, flowers and trees, shall be placed, removed or modified within any portion of Osprey Oaks Homes II without the prior approval of the ACC. All landscaping must be installed as to fit in with neighboring properties. The ACC may reject the landscape plan based upon its review of its overall design and impact and for any other reason in its sole discretion. Such landscaping plan must detail the location of beds and planting materials. Owners shall maintain new plantings at such Owner's sole cost and expense. All plantings shall comply with the approved plant list maintained by the Association and/or the City. The planting of dangerous plants resulting in unusual or excessive debris will not be permitted. No invasive or non-native (e.g., melaleuca, Brazilian pepper) plants are permitted. No landscaping shall be removed by any Owner without the prior written approval of the ACC. No artificial grass, plants or other artificial vegetation, rocks or other landscape devices shall be placed or maintained upon the exterior portion of any Home or Lot without prior written approval by the ACC. Each Owner is solely responsible for compliance with landscaping and zoning codes for any landscaping added by Owners with prior written approval of the ACC.

6.26 Exterior Lighting. No exterior lighting shall be installed or modified without the prior written approval of the ACC. All exterior lighting must be detailed on approved plans. Exterior lighting includes, but is not limited to, floodlights, post lights, landscape lights, driveway lights, and string lights. Any exterior lighting that the ACC believes, in its sole discretion, will create a nuisance to other Owners will not be permitted. Approval of any exterior lighting may be subject to time limitations as to when the exterior lighting may be illuminated. In addition, approval of exterior lighting may be revoked, and the ACC may require removal of any exterior lighting which creates a nuisance.

6.27 Holiday Lights. Holiday lights may be put up on Homes within Osprey Oaks Homes II commencing on Thanksgiving so long as the lights do not create a nuisance (e.g., unacceptable spillover to adjacent lot) or excessive traffic and as set forth in the Declaration. Holiday lights must be removed no later than January 15th of the following year. The ACC may require removal of any lighting that creates a nuisance or may impose time limitations as to when holiday lighting may be illuminated.

6.28 Garbage and Trash Containers. No Home or yard of or adjacent to a Home shall be used or maintained by an Owner as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and, except during pickup, if required to be placed at the curb, all containers shall be adequately screened from view.

6.29 Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be erected or used on or around any Home or Lot at any time as a Home, either temporarily or permanently.

6.30 Window Air Conditioning. No window or wall air conditioning units shall be permitted.

6.31 Utility Connections. Building connections for all utilities, including, but not limited to, water, electricity, telephone and television shall be run underground from the proper connecting points to the building structure in such a manner as to be acceptable to the governing utility authority. No exposed wiring on the exterior of a structure will be permitted other than as originally installed by Developer.

6.32 Satellite Dishes and Antennas. No outside visible antennas, antenna poles, antenna masts, electronic devices, satellite dish antennas, antenna towers, radio masts, towers, poles, aerials, and other similar equipment shall be placed on any Home or Lot without the prior written approval of the ACC. Each Owner agrees that the location of satellite dishes, antennas, and other equipment under this Section must be first approved by the ACC in order to address the welfare of the residents and occupants of Osprey Oaks Homes II. The ACC may require, among other things, that all such items be screened from view and that the installation of the antenna comply with all applicable safety restrictions, including any restrictions as to location and height of antenna as imposed by applicable fire codes, electrical codes, zoning codes, and building codes. No Owner or occupant shall operate any equipment or device which will interfere with the radio or television reception of others, and satellite dishes must be on fascia board when possible with no exposed wires. Notwithstanding the foregoing, all antennas not permitted by the Federal Communications Commission (“**FCC**”) rules are prohibited. Installation, maintenance, and use of all antennas and satellite dishes shall comply with and be governed by the then current rules of the FCC. An approved flagpole may not be used as an antenna. One meter in diameter or less satellite dishes may be placed below the roof line in rear of the Home with the prior written approval of the ACC as provided in Section 7.2 herein, unless otherwise required by applicable law.

6.33 Flags. No flag or banner shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of Osprey Oaks Homes II that is visible from the outside without the prior written approval thereof being first had and obtained from the ACC as required by the Declaration and these Community Standards. Notwithstanding the foregoing, one (1) portable, removable United States of America Flag or official flag of the State of Florida may be displayed in a respectful manner, and one (1) portable, removable official flag not larger than 4 1/2 feet by 6 feet representing the United States Army, Navy, Air Force, Marine Corps or Coast Guard or a POW-MIA flag may be displayed in a respectful manner. In addition, no ACC approval is necessary for installation of one (1) freestanding flagpole no more than twenty feet (20') high as long as the flagpole is set back at least five (5) feet from the property line, does not obstruct sightlines at intersections, and is not erected within an easement, and upon which an Owner may display in a respectful manner and without ACC approval one (1) official United States of America flag, not larger than 4 ½ feet by 6 feet, and one (1) official flag of the State of Florida or the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag, which additional flag is equal in size to or smaller than the United States of America flag. Notwithstanding the foregoing, the location of all flags and flagpoles must be approved by the ACC, and all flags and flagpoles must comply all building codes, zoning setbacks, and other applicable governmental regulations and requirements. Except as specifically provided in this Section 6.33, all flags and flagpoles shall require approval by the ACC.

6.34 Additions. Rain water from a new addition roof or new grade of Home terrain must not run on neighboring property as to create a nuisance. The location of all windows in a new addition must not adversely affect the privacy of adjoining neighbors. Each Owner is responsible for maintaining established drainage patterns on the lot comprising the Home and/or yard of a Home so as not to adversely affect drainage in any other portion of Osprey Oaks Homes II. No change in the elevation of the land shall

be made, and no change in the condition of the soil or the level of the land of such areas shall be made which results in any change in the flow and drainage of surface water which the ACC, in its sole discretion, considers detrimental or potentially detrimental to person or property. Notwithstanding the foregoing, Owners who install improvements to a Home (including, without limitation, concrete or brick pavers) which result in any change in the flow and/or drainage of surface water shall be responsible for the costs of drainage problems resulting from such improvement. Further, in the event that such Owner fails to pay for such required repairs, each Owner agrees to reimburse the Association and/or other Owners for all expenses incurred in fixing such drainage problems including, without limitation, removing excess water and/or repairing the drainage system and facilities and/or Surface Water Management System.

6.35 Awnings and Shutters. All awnings and shutters, other than those originally installed by Developer, if any, must be approved by the ACC in writing and must be color compatible with the exterior of the Home. Permanent storm shutters may either be accordion style colored to match the Home or roll-up type consisting of a roll box and slats colored to match the Home. Removable storm shutters shall not be stored outside a residence or garage and may only be installed or closed as provided in the Declaration. Awnings may only project into a required setback as allowed by applicable zoning codes.

6.36 Doors. The replacement of exterior doors must be color compatible with the exterior of the Home. All exterior entrance doors must be compatible with the Home and Osprey Oaks Homes II.

6.37 Glass Block. The use of glass block on an existing Home or the use of glass block in an addition to an existing Home is subject to the prior written approval of the ACC.

6.38 Storage Sheds. No temporary or permanent utility or storage shed, storage building, or other structure or improvement shall be permitted, and no other structure or improvement shall be constructed, erected, altered, modified or maintained without the prior written approval of the ACC, and must be located within the rear of a Home and must be adequately screened from view.

6.39 Gutters and Solar Panels. All gutters must match the exterior fascia color of the Home; provided, however gutter downspouts may be painted to match the body color of the Home. Gutter down spouts must not concentrate water flow onto neighboring properties. Solar collectors must not be installed so as to be visible from the street. Solar panels shall only be permitted with the prior written approval of the ACC to ensure coordination with roof color. An Owner who installs solar panels with ACC approval is solely responsible for the cost of any repairs to damage to the roof caused, directly or indirectly, by such solar panels. Association shall not have any responsibility with respect to any solar panels installed by an Owner with prior written approval by the ACC.

6.34 Statuary. All statuary to be placed in a yard or any other area adjacent to a Home must be approved in writing by the ACC. (Statuary is defined as any object whether composed of metal, wood, rock or artificial substance, which is to be placed in the yard of or any other area adjacent to a Home. Examples include birdfeeders and baths, fountains, ornaments, sculptures, etc.) Statuary that has moving parts must be so noted when submitting for approval to the ACC. Any statuary with electric motors must be placed in such a way as to not disturb neighbors.

6.39.1 Rear Yard. Statuary placed in the rear yard must be no larger than 36 inches long, 36 inches high and 36 inches wide. It should be placed in such a manner as to not be obtrusive to neighbors on either side or rear of a Home.

6.39.2 Front Yard and Side Yard. Statuary is not permitted in any front yard or side yard.

6.40 Generators. All permanently installed generators must be approved by the ACC and any governmental authority having jurisdiction, and must comply with all applicable codes and ordinances. All permanently installed generators must be landscaped or otherwise screened from view from any street, sidewalk or adjacent Home. Generators may only be used during power outages and in accordance with applicable codes and ordinances. Portable generators must not be stored outside a Home.

6.41 Mechanical Equipment. All mechanical equipment including, without limitation, air conditioners, water softeners, irrigation equipment, pool equipment, and similar items shall be adequately screened from view.

6.42 Wells and Septic Tanks. No individual wells will be permitted on any Lot and no individual septic tanks will be permitted on any Lot unless installed as part of initial construction of a Home.

7. Express Approval.

7.1 Within Thirty (30) Days. Notwithstanding any provision in these Community Standards or in the Declaration to the contrary, unless the ACC disapproves one of the following proposed improvements within thirty (30) days after the ACC receives written request for such approval, the request shall be deemed approved by the ACC:

7.1.1 Re-paint the exterior of a Home in the identical color previously approved by the ACC in writing or as provided with the original construction of the Home.

7.1.2 Re-surface (seal) existing driveways and walkways in a clear sealant or material previously approved by the ACC in writing.

7.1.3 Replace existing screening with identical screening materials previously approved by the ACC in writing or as provided with the original construction of the Home.

7.1.4 Replace existing exterior doors with identical exterior doors previously approved by the ACC in writing or as provided with the original construction of the Home.

7.1.5 Replace existing hurricane shutters with identical hurricane shutters previously approved by the ACC in writing or as provided with original construction of the Home.

7.1.6 Replace the existing roof with identical roof materials previously approved by the ACC in writing or as provided with the original construction of a Home.

7.1.7 Replace dead, dying, diseased or removed landscaping with identical landscaping previously approved by the ACC in writing or as provided with the original construction of a Home.

7.2 Within Ten (10) Days. Notwithstanding any provision in these Community Standards or in the Declaration to the contrary, unless the ACC disapproves one of the following proposed improvements within ten (10) days after the ACC receives written request for such approval, the request shall be deemed approved by the ACC. APPROVALS GRANTED BY ACC DO NOT CONSTITUTE APPROVAL BY LOCAL MUNICIPALITIES OR COMPLIANCE WITH APPLICABLE LAWS, CODES, AND ORDINANCES. IN ADDITION TO OBTAINING ACC APPROVAL, OWNERS ARE REQUIRED TO OBTAIN ALL REQUIRED APPROVALS AND PERMITS FROM APPLICABLE GOVERNMENTAL AUTHORITIES INCLUDING, WITHOUT LIMITATION, THE CITY.

7.2.1 Installation of an antenna designed to receive direct broadcast satellite services, video programming services via multipoint distribution services, and/or television broadcast services.

7.2.2 Installation of a satellite earth station antenna that is one (1) meter or less in diameter.

All references in this paragraph to “identical” shall mean that such item shall be replaced with an item that is identical in all respects to the existing item (i.e., the identical style, texture, size, color, type, material, etc.).

8. Deviations. No construction may commence until the final plans and specifications have been approved by the ACC and Master ACC in writing and, in addition, all approvals and permits required by applicable governmental authorities, including the City, have been obtained. No deviations from the approved plans and specifications shall be permitted and the ACC may require work to be stopped if a deviation is discovered until the deviation is corrected. Association may withhold issuance of its certificate of compliance if the completed Home deviates from the ACC approved plans and may take appropriate action against the responsible parties to require conformance to the ACC approved plans.

9. Administrative Fees and Compensation. As a means of defraying its expense, the ACC may institute and require a reasonable filing fee to accompany the submission of the preliminary plans and specifications not to exceed Fifty and 00/100 dollars (\$50.00). In the event the ACC incurs any costs to have plans and specifications reviewed by a consultant, including, but not limited to, an architect, the Owner shall, in addition to the fee, reimburse all costs incurred for a consultant to review the plans and specifications. No additional fee shall be required for re-submissions other than reimbursement of the costs incurred for a consultant to review the plans and specifications which are re-submitted. No member of the ACC shall be entitled to any compensation for services performed pursuant to these Community Standards. In addition, if special architectural or other professional review is required of any particular improvement, the applicant shall also be responsible for reimbursing the ACC for the cost of such review.

10. Liability. Notwithstanding the approval by the ACC of plans and specifications submitted to it or its inspection of the work in progress, neither it, Developer, Association, nor any other person acting on behalf of any of them, shall be responsible in any way for any defects in any plans or specifications or other material submitted to the ACC, nor for any defects in any work completed pursuant thereto. Each applicant submitting plans or specifications to the ACC shall be solely responsible for the sufficiency thereof and the adequacy of improvements constructed pursuant thereto. In no event shall the ACC, Association, or Developer owe any duty to any Owner or any other party with respect to the quality of the construction or the compliance of the construction with approved plans and specifications and the respective Owner shall indemnify and hold harmless the ACC, Association, and Developer from any and all claims resulting therefrom including reasonable attorneys’ fees, paraprofessional fees and costs, pre-trial and at all levels of proceedings, including appeals. The approval of any proposed improvements or alterations by the ACC shall not constitute a warranty or approval as to, and no member or representative of the ACC or the Board shall be liable for, the safety, soundness, workmanship, materials or usefulness for any purpose of any such improvement or alteration nor as to its compliance with governmental or industry codes or standards. By submitting a request for the approval of any improvement or alteration, the requesting Owner shall be deemed to have automatically agreed to hold harmless and indemnify the aforesaid members and representatives, and Association, generally, from and for any loss, claim or damage connected with such aspects of the improvements or alterations.

11. Construction by Owners. The following provisions govern construction activities by Owners and after consent of the ACC and Master ACC has been obtained:

11.1 Miscellaneous. Each Owner shall deliver to the ACC copies of all construction and building permits as and when received by the Owner. Each construction site in Osprey Oaks Homes II shall be maintained in a neat and orderly condition throughout construction. Construction activities shall be performed on a diligent, workmanlike and continuous basis. Roadways, easements, swales, Common Areas and other such areas in Osprey Oaks Homes II shall be kept clear of construction vehicles, construction materials and debris at all times. Except for Developer's or a Builder's use, no construction office or trailer shall be kept in Osprey Oaks Homes II and no construction materials shall be stored in Osprey Oaks Homes II subject, however, to such conditions and requirements as may be promulgated by the ACC. All refuse and debris shall be removed or deposited in a dumpster on a daily basis. No materials shall be deposited or permitted to be deposited in any waterbody or on Common Areas or other Homes in Osprey Oaks Homes II or be placed anywhere outside of the Home upon which the construction is taking place. No hazardous waste or toxic materials shall be stored, handled and used, including, without limitation, gasoline and petroleum products, except in compliance with all applicable federal, state and local statutes, regulations and ordinances, and shall not be deposited in any manner on, in or within the construction or adjacent property or waterways. All construction activities shall comply with these Community Standards. Any permit boards and/or signs must be removed immediately upon completion of construction and work activities. In the event any Contractor (as defined below) or an Owner fails to comply with the foregoing, the ACC shall have the right, but not the obligation, to cause the boards and/or signs to be removed and to charge an Individual Assessment against the Owner to cover the cost of removal including, without limitation, an administrative fee equal to the greater of \$50 or 15% of the cost of such removal. In addition, if a Contractor or an Owner shall fail to comply in any regard with the requirements of these Community Standards or the Declaration, the ACC may require that such Owner or Contractor post security with Association in such form and such amount deemed appropriate by the ACC in its sole discretion.

11.2 Required Lists. There shall be provided to the ACC, if requested, a list (name, address, telephone number, license number, and identity of contact person), of all contractors, subcontractors, materialmen and suppliers (collectively, "**Contractors**") and changes to the list as they occur relating to construction. Each Builder and all of its employees and Contractors and their employees shall utilize those roadways and entrances into Osprey Oaks Homes II as are designated by the ACC for construction activities. The ACC shall have the right to require that each Builder's and Contractor's employees check in at the designated construction entrances and to refuse entrance to persons and parties whose names are not registered with the ACC.

11.3 Owner Responsibility. Each Owner is responsible for insuring compliance with all terms and conditions of these Community Standards by all of its employees and Contractors. In the event of any violation of any such terms or conditions by any employee or Contractor, or, in the opinion of the ACC, the continued refusal of any employee or Contractor to comply with such terms and conditions, after five (5) days' notice and right to cure, the ACC shall have, in addition to the other rights hereunder, the right to prohibit the violating employee or Contractor from performing any further services in Osprey Oaks Homes II. Each Owner is responsible for restoring any Common Areas damaged or destroyed by work activities of such Owner's Contractor(s).

11.4 ACC Standards. The ACC may, from time to time, adopt standards governing the performance or conduct of Owners, Contractors and their respective employees within Osprey Oaks Homes II. Each Owner and Contractor shall comply with such standards and cause its respective employees to

also comply with same. The ACC may also promulgate requirements to be inserted in all contracts relating to construction within Osprey Oaks Homes II and Owner shall include the same therein.

12. Inspection. There is specifically reserved to Association and ACC and to any agent or member of either of them, the right of entry and inspection upon any portion of Osprey Oaks Homes II at any time for the purpose of determining whether there exists any violation of the terms of any approval or the terms of the Declaration or these Community Standards. Without limiting the foregoing, the ACC shall have the right to make inspections during the construction of any structure or improvement to ensure that such structure or improvement is being constructed in accordance with the plans previously submitted to and approved by the ACC. Inspection of completed work for which ACC approval is required and obtained shall proceed as follows:

12.1 Upon the completion of any work for which approved plans are required under the Declaration and these Community Standards, the applicant for such approval ("Applicant") shall give written notice of completion to the ACC. All work approved must be completed within one hundred eighty (180) days of approval unless such other time for completion is provided by the ACC.

12.2 Within the earlier of sixty (60) days after receipt of Applicant's notice of completion, or one hundred eighty (180) days after approval, the ACC or its duly authorized representative may inspect such work. If the ACC finds that such work was not effected in substantial compliance with the approved plans, it shall notify the Applicant in writing of such noncompliance within such sixty (60) or one hundred eighty (180) day periods, specifying the particulars of noncompliance, and shall require the Applicant to remedy the same.

12.3 If, upon the expiration of thirty (30) days from the date of such notification, the Applicant shall have failed to remedy such noncompliance, the ACC shall notify the Board and Violations Committee in writing of such failure. Upon proper notice and hearing, the Violations Committee shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the Applicant shall remedy or remove the same within a period of not more than forty-five (45) days from the date of announcement of the Violations Committee ruling. In addition to all other remedies, if the Applicant does not comply with the Violations Committee ruling within such period, the Board, ACC and/or Violations Committee, at its option, may either remove the non-complying improvement, seek specific enforcement against the Applicant, or remedy the non-compliance (an easement therefor being hereby created), and the Applicant shall reimburse Association, upon demand, for all expenses including all costs and attorneys' fees and paraprofessional fees, pre-trial, and at all levels of proceedings, including appeals, incurred by Association, the ACC, and/or Violations Committee in connection therewith. If such expenses are not promptly repaid by the Applicant to Association, the Violations Committee may levy an Individual Assessment against such Applicant for reimbursement and the same shall be enforceable in accordance with the Declaration and these Community Standards. The ACC and/or Association is specifically empowered to enforce the architectural and landscaping provisions of the Declaration and these Community Standards, by any legal or equitable remedy.

12.4 If for any reason the ACC fails to notify the Applicant of any non-compliance within sixty (60) days after receipt of written notice of completion from the Applicant, the improvement shall be deemed to have been made in accordance with the approved plans.

12.5 Nothing herein shall preclude the ACC from inspecting work as it is being performed to insure that it is proceeding in accordance with the approved plans. There is hereby specifically reserved to Association and ACC and to any agent or member of either, the right of entry and inspection

upon any portion of Osprey Oaks Homes II for the purpose of determining whether any violation exists of the approved plans or of the Declaration or the Community Standards. If the work is not proceeding in accordance with approved plans the ACC and/or the Board may require the Applicant to remedy the work, by utilizing the procedure set forth in Sections 12.2 and 12.3 of these Community Standards. Notwithstanding the foregoing, prior to and including the Turnover Date, the Board is not required to utilize the procedures set forth in Sections 12.2 and 12.3. If, prior to the Turnover Date, the Board determines that the work is not proceeding in accordance with approved plans, the Board shall notify the Applicant of the non-compliance and provide the Applicant with seven (7) days (or such other time as may be set forth in the notice) to remedy the non-compliance. In the event that Applicant fails to timely remedy the non-compliance, the Board, at its option, may either remove the non-complying improvement or remedy the non-compliance (an easement therefor being hereby created), and the Applicant shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. If such expenses are not promptly repaid by the Applicant to the Association, the Board may levy an Individual Assessment against such Applicant for reimbursement.

13. Violation. Without limiting any provision of the Declaration, if any improvement shall be constructed or altered without prior written approval, or in a manner which fails to conform with the approval granted, the Owner shall, upon demand of Association or the ACC, cause such improvement to be removed, or restored until approval is obtained or in order to comply with the plans and specifications originally approved. The Owner shall be liable for the payment of all costs of removal or restoration, including all costs and attorneys' fees and paraprofessional fees, pretrial and at all levels of proceedings, including appeals, incurred by Association or ACC. The costs shall be deemed an Individual Assessment and enforceable pursuant to the provisions of the Declaration. The ACC and/or Association are specifically empowered to enforce the architectural and landscaping provisions of the Declaration and these Community Standards, by any legal or equitable remedy.

14. Court Costs. In the event that it becomes necessary to resort to litigation to determine the propriety of any constructed improvement or to cause the removal of any unapproved improvement, Association and/or ACC shall be entitled to recover court costs, expenses and attorneys' fees and paraprofessional fees, pretrial and at all levels of proceedings, including appeals, in connection therewith.

15. Exemption. Notwithstanding anything to the contrary contained in the Declaration or these Community Standards, any improvements of any nature made or to be made by Developer, a Builder, or their nominees, including, without limitation, improvements made or to be made to the Common Areas or any Home or Lot, shall not be subject to the review of the ACC, Association, or the provisions of these Community Standards. In addition, changes to a Home not visible from the exterior of a Home shall not be subject to review of the ACC, Association, or the provisions of these Community Standards

16. Supplemental Exculpation. Neither the ACC, the Association, the Developer, nor any of their respective officers, directors, shareholders, members, partners, managers, employees, agents, contractors, consultants or attorneys or any person acting on behalf of any of them, shall be liable to any Owner or any other party by reason of or due to any mistakes in judgment, negligence, failure to point out or correct deficiencies in any plans or other submissions, or any other misfeasance, malfeasance or non-feasance, or any action of Developer, Association, ACC or their members, officers, or directors, arising out of or in connection with the approval or disapproval of plans and specifications except as otherwise specifically provided by Section 720.3035 of the Florida Statutes. Anyone submitting plans or other submissions, by submission of the same to the ACC, and any Owner, individually and on behalf of its heirs, successors and assigns, by acquiring title to a Home, agrees that it shall not bring any action or suit against, or seek damages from, Developer, Association or their respective directors or officers, the ACC or the members of the ACC, or their respective agents, in order to recover any damages caused by the actions

of Developer, Association, or ACC or their respective members, officers, or directors in connection with the provisions of this Section including, without limitation, the review of any plans or other submissions, except as otherwise specifically provided by Section 720.3035 of the Florida Statutes. Association does hereby indemnify, defend and hold Developer and the ACC, and each of their members, officers, and directors harmless from all costs, claims (whether rightfully or wrongfully asserted), damages, expenses, and liabilities whatsoever, including, without limitation, attorneys' fees and paraprofessional fees pretrial and at all levels of proceedings, including appeals, of all nature resulting by virtue of the acts of the Owners, Association, ACC or their members, officers and directors and/or arising out of any review of plans by the ACC, except as otherwise expressly prohibited by law. Without limiting the generality of the foregoing, the ACC shall not be responsible for reviewing, nor shall its review of any plans be deemed approval of, any plans or other submissions from the standpoint of structural safety, soundness, workmanship, materials, usefulness, conformity with building or other codes or industry standards, or compliance with governmental requirements. Developer, Association, its directors or officers, the ACC or its members, or any person acting on behalf of any of them, shall not be responsible for any defects in any plans or specifications or the failure of same to comply with applicable laws or code nor for any defects in any improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

17. Certificate In the event that any Owner fails to comply with the provisions contained in the Declaration, these Community Standards, or other rules and regulations promulgated by the ACC, Association and/or ACC may, in addition to all other remedies contained herein, record a certificate of non-compliance against the Home stating that the improvements on the Home fail to meet the requirements of the Declaration and these Community Standards and that the Home is subject to further enforcement remedies.

18. Governmental Approvals. **IN ADDITION TO APPROVAL BY THE ACC, OWNERS MUST OBTAIN ALL APPROVALS AND PERMITS REQUIRED BY GOVERNMENTAL AUTHORITIES HAVING JURISDICTION. APPROVALS GRANTED BY THE ACC DO NOT CONSTITUTE APPROVAL BY APPLICABLE GOVERNMENTAL AUTHORITIES INCLUDING, WITHOUT LIMITATION, THE CITY, OR COMPLIANCE WITH APPLICABLE LAWS AND ORDINANCES INCLUDING, WITHOUT LIMITATION ZONING AND BUILDING CODES.**

19. Amendments to Community Standards. The ACC shall recommend from time to time to the Board modifications and/or amendments to these Community Standards. Any modifications or amendments to these Community Standards shall be consistent with the provisions of the Declaration, and shall not be effective until approved by the Board and, prior to the Community Completion Date, by Developer. Notice of any modification or amendment to these Community Standards, including a verbatim copy of such change or modification, shall be posted within Osprey Oaks Homes II, provided, however, the posting of notice of any modification or amendment to these Community Standards shall not constitute a condition precedent to the effectiveness or validity of such change or modification.

APPROVAL OF ARCHITECTURAL CONTROL
COMMITTEE:

APPROVAL OF BOARD OF DIRECTORS:

Name: _____
Date: _____

Name: _____
Date: _____

Name: _____
Date: _____

Name: _____
Date: _____

Name: _____
Date: _____

Name: _____
Date: _____

APPROVAL OF DECLARANT:

LOWELL AT OSPREY, INC., a Florida
corporation

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A

Request to Architectural Control Committee of Osprey Oaks Homes Association for Approval to Modify Property

To be filled in by Applicant (please print):

Name of Applicant(s): _____

Mailing Address: _____

Home (Lot) Address: _____

Telephone Number and E-mail Address: _____

Name of Community : Osprey Oaks Homes II

Unit/Lot Number : _____ Model Type: _____

In accordance with requirements of the Architectural Control Committee ("ACC") of the Osprey Oaks Homes II Association, Inc. (the "**Association**") and/or the other requirements of the Association, I hereby request approval for the following modification and/or alteration: **(Describe here the modification and/or alteration requested; attach additional pages if necessary)**

No work may commence until the Association has returned a signed approval of this form.

Applicant's Signature _____ Date _____

Instructions

1. Complete all items. Sign where required above. Submit to the Association.
2. Please consult the Community Documents for proper approval procedures.
3. Three (3) complete sets of plans and specifications prepared by an architect, landscape architect, engineer or other qualified person shall be attached to this application.
4. Information contained in these plans and specifications must show the nature, kind, shape, height, materials, color scheme and location of the requested change or alteration, depending on the type of modification requested.
5. Three (3) copies of the final Lot Survey indicating the location and dimensions of the proposed modifications are also to be attached.
6. As a condition precedent to granting any request for a change, modification, alteration or addition, the applicant, and his/her/its heirs and assigns, hereby assumes sole responsibility for the repair, maintenance or replacement of any such addition, alteration, or change and shall indemnify and hold Association and the ACC harmless from and against all claims, causes of action and expenses (including attorneys' fees) made against Association and/or the ACC in connection with, or as a result of, the modification to be performed under this request.
7. Access to areas of construction are only to be allowed through the applicant's property. The applicant assumes all responsibility for any infringement on or interference with existing facilities and easements on the property, and applicant is responsible for any damage done to the Common Areas during construction, including landscaping.
8. An approval or denial from the Association will be delivered within thirty (30) days after the Association's receipt of this request together with all required materials.
9. Approval of this request does not constitute approval of the structural integrity or building code conformance of the requested modification, and is intended solely to maintain harmonious visual aesthetics within the community.
10. All applicable governmental permits or approvals must be obtained by the applicant and a copy furnished to the ACC before work is to begin.

Association Action Taken:

Your request is Approved _____ Conditionally Approved _____ Disapproved _____ Incomplete _____

The following information is required or approval is conditioned upon:

Name of Association: OSPREY OAKS HOMES II ASSOCIATION, INC.

Association Signature _____ Date _____