

EXHIBIT D

OAK ALLEY

NEW HOME CONSTRUCTION  
DESIGN GUIDELINES, RULES AND  
REGULATIONS  
FOR BUILDERS AND LOT OWNERS

Approved by the Oak Alley Architectural Review Committee  
September 25, 2017

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## **I. DESIGN GUIDELINES OVERVIEW**

OAK ALLEY PRPOERTTY OWNERS ASSOCIATION, INC., its successors, assigns, managers, agents and designees has designed Oak Alley (also hereinafter referred to as, the "**Development**"), located in the City of Fort Pierce (**the City**), St. Lucie County, Florida, as a private, residential community with Traditional Country architectural and landscaping theme.

In order to maintain the architectural integrity of Oak Alley, the Architectural Review Committee ("**ARC**") will review all designs, plans and construction of all new homes, improvements and landscaping within Oak Alley. In furtherance of this review and the creation of a uniform standard for ARC review and approval, the Design Guidelines, Rules and Regulations ("**Design Guidelines**") have been created to provide property owners, architects, homebuilders and contractors with a set of parameters for the preparation of drawings and specifications for new home construction.

**APPROVAL OF AN ARC DESIGN APPLICATION BY THE ARC PURSUANT TO THESE DESIGN GUIDELINES IS REQUIRED PRIOR TO EITHER THE APPLICATION FOR OR ISSUANCE OF A BUILDING PERMIT BY THE CITY OF FORT PIERCE OR THE COMMENCEMENT OF ANY CLEARING, GRADING, CONSTRUCTION OR LANDSCAPING WITHIN THE DEVELOPMENT. THE OWNER/BUILDER SUBMITTING AN ARC DESIGN APPLICATION SHALL BE SOLELY LIABLE FOR AND SHALL OBTAIN ALL NECESSARY PERMITS, APPROVALS AND INSPECTIONS REQUIRED BY STATE, COUNTY OR LOCAL GOVERNMENTAL AUTHORITY. OWNER AND BUILDER SHALL ENSURE THAT ALL IMPROVEMENTS COMPLY WITH ANY APPLICABLE CODES, RULES, REGULATIONS, ORDINANCES AND LAWS. IN NO EVENT SHALL THE POA OR ARC BE LIABLE FOR ANY INJURY, DAMAGES OR LOSS RESULTING FROM THE METHODS OR QUALITY OF CONSTRUCTION OF ANY HOME OR COMPLIANCE OF SUCH CONSTRUCTION OR HOME WITH ANY APPLICABLE CODES, RULES, REGULATIONS, ORDINANCES AND LAWS OF ANY GOVERNMENTAL AUTHORITY.**

## **II. DESIGN AND CONSTRUCTION REVIEW PROCESS**

### **A. Architectural Review Committee (ARC) Design Application.**

Each Builder/Owner, on behalf of an owner of a Home Lot in the Development ("**Owner**"), shall submit an ARC Design Application, as set forth herein ("**ARC Design Application**"), to the ARC (Exhibit A) requesting review of plans and specifications for any construction, remodeling or alteration to any Home Lot or Home located within the Development. For purposes of these Design Guidelines and the construction of improvements within the Development, the Builder shall be considered the Owner's agent for all purposes. As such, Owner shall be responsible for Builder's compliance with these Design Guidelines and shall be liable for any damages, costs or charges resulting from Builder's failure to so comply with respect to Owner's Home or Home Lot. In order to be properly and timely reviewed by the ARC, each ARC Design Application shall provide all required information, plans and specifications as set forth herein. Questions concerning the interpretation of the application process or any matter set forth in the Design Guidelines should be detailed in writing and submitted to the ARC. Exhibit "B" lists the current ARC contact information.

The ARC Design Application is comprised of a Preliminary and Final Plan (each as further described in below). Minimum ARC Design Application pre-submittal requirements are as follows:

1. Any construction designs, plans, drawings or specifications submitted to the ARC shall be prepared and certified by a Florida licensed architect ("**Architect**") and Florida licensed engineer ("**Engineer**"), as required;
2. Any landscaping designs, plans, drawings shall be certified and subsequent construction or implementation thereof shall be performed by a Florida licensed landscape architect with demonstrable landscape design and related construction experience in developments similar to the Development ("**Landscape Architect**").

Failure to provide satisfactory evidence of compliance with the above minimum ARC Design Application pre-submittal requirements will result in the return of the Application prior to substantive review by the ARC. The Owner is ultimately responsible for ensuring that the requirements of the Design Guidelines and other applicable documents are met by any builder, or sub-contractor hired by the Owner.

### **B. DESIGN REVIEW**

Final plans, including any ARC recommended changes to the preliminary Plan (the "**Final Plans**"), shall be submitted to the ARC for review and approval ("**Final Plan Approval**"). If all recommended changes to the Preliminary Plans are not included on the Final Plans, the Final Plans will be rejected by the ARC. The Final Plans shall be certified by an Architect and

Engineer, as is necessary, and include a minimum of five (5) sets of plans and specifications (24" x 36") and one (1) completed ARC Design Application Form. Plans shall consist of the following:

- a) Final Construction Documents. All engineering should be completed and the plans should have all the information required by the City of Fort Pierce Building Department.
- b) The Final Site Drainage and Grading Plan shall be prepared and certified by an Engineer or Landscape Architect. Drainage plans shall provide for the retention of drainage created by the Home Lot's development both during and after completion of Home construction and prevent negative drainage impacts on adjacent Home Lots or other real property. The Final Site Drainage and Grading Plan shall, at a minimum, set forth the following:
  - (i) Survey elevations of the four corners of the Home Lot and applicable setbacks;
  - (ii) Survey elevations of the road fronting the Home Lot and adjacent Home Lots;
  - (iii) Spot elevations at locations around the Home Lot and adjacent Home Lots;
  - (iv) Overland drainage flow patterns and swale locations with spot elevations.
- c) Certified Survey and Site Plan shall, at a minimum, be certified by a Florida licensed land surveyor ("**Surveyor**"), in form satisfactory to the ARC, and set forth the following:
  - (i) Legal description and street address;
  - (ii) All Home Lot boundaries, setbacks and easements;
  - (iii) Location and square footage of Home and other improvements on Home Lot, including without limitation any swimming pools, decks and front post lighting locations;
  - (iv) Utility (including service entry locations) and other mechanical equipment locations;
  - (v) Driveways, walks, sidewalks, cart paths, service courts, screening walls, fences and associated "hardscape";
  - (vi) Elevations, including without limitation existing Home Lot elevations, finish floor elevations for the Home and any Homes on adjacent Home Lots, spot elevations at each of the four corners of the Home Lot and the center line elevation of adjacent streets; and
- d) An Architectural Review Fee of \$500.00 made payable to the Oak Alley Property Owner's Association, Inc.

Upon Final Plan Approval of the Final Plans ("**Approved Final Plans**"), two (2) complete sets of the Approved Final Plans and Specifications shall be retained by the ARC for its permanent

records. Owner shall be required to provide evidence of Final Plan Approval to the city of Fort Pierce and obtain a City Building Permit and/or a State of Florida Building Permit prior to any construction activity within the Development.

### **C. LANDSCAPE PLANS AND EXTERIOR MATERIAL REVIEW**

Landscape plans preliminary approval ("**Landscape Plans**") and exterior material selections shall be submitted to the ARC for review and preliminary approval ("**Landscape Plan Approval**") within ninety (90) days after Final Architectural Plan Approval, unless otherwise extended by the ARC. Any Landscape Plans and irrigation or water usage on or originating from the Home Lot shall be in accordance with the Owner Water Conservation Requirements, if applicable Landscape Plans shall be prepared and certified by a Landscape Architect and include the following:

- a) Landscape Site Plan;
- b) Plant List;  
St. Augustine Floratam is the grass to be used  
Oak Alley has a list of recommended trees and shrubs
- c) Hardscape Plan;
- d) Final Drainage Plan;
- e) Irrigation Plan - a well for irrigation is required;
- f) Accent Lighting Plan;
- g) Exterior Lighting Fixtures (with cut sheets); and
- h) Samples or cut sheets for material showing actual colors and exterior color chart, including:
  - (i) Pavers;
  - (ii) Roof metal color;
  - (iii) Exterior finish materials, colors, and stucco texture; and
  - (iv) Window and door selections.

### **D. CONSTRUCTION SITE RULES AND REGULATIONS**

Builder and Owner shall each be responsible for their compliance, and the compliance of their employees, subcontractors, suppliers, affiliates, related parties and any other persons or parties hired or paid by Builder in connection with the construction or alteration of a Home within the Development, with the following rules and regulations pertaining to the Construction Site and the Development ("**Construction Site Rules and Regulations**"). These Construction Site Rules and Regulations may be modified by the ARC from time to time, in the ARC's sole discretion, upon two (2) days prior written notice to Builder. For purposes of these Construction Site Rules and Regulations, Owner shall be responsible for the acts, omissions and violations of Builder, and the payment of any resulting ARC Costs, as defined below.

- 1) Builder shall maintain the Construction Site in a safe, neat and orderly manner, clean of debris and waste materials upon the completion of any workday. Stockpiles of any

unused materials shall be maintained at all times in a neat and orderly manner. Hardhats and proper safety gear shall be worn at all times by any persons on the Construction Site.

- 2) Builder shall locate any dumpsters solely within the boundaries of the Construction Site, unless Builder receives prior written permission from the Owner of an adjacent Home Lot to use the adjacent Home Lot for an additional location and provides such written permission to the ARC. The ARC may require proper screening of any dumpster. Any dumpsters shall be promptly emptied when full and shall not be over-filled by Builder. All trash removal shall be completed prior to 5:00 p.m. each Thursday in order to minimize the amount of trash located in any dumpster during the weekend. Builder shall not permit any trash or debris to be located outside of any dumpster. Builder shall not use any dumpster of any other builders within the Development.
- 3) Builder shall locate any portable toilets solely within the boundaries of the Construction Site, unless Builder receives prior written permission from the Owner of an adjacent Home Lot to use the adjacent Home Lot for an additional location and provides such written permission to the ARC. Portable toilets are to be reasonably screened from view, as determined in the ARC's sole discretion, and sanitarily maintained at all times. Portable toilet doors shall in no event face the front street adjacent to the Construction Site.
- 4) Builder shall properly install and maintain silt fencing on all boundaries of the Construction Site and around all trees located within the Construction Site prior to commencement and at all times during construction of a Home. Silt fencing must be made of a material designated or approved by the ARC. Builder shall maintain only one access area to the Construction Site and shall close such access with properly maintained silt fencing upon conclusion of any workday.
- 5) Builder shall prohibit and make commercially reasonable efforts to prevent the consumption of alcohol, illegal drugs or other intoxicants on the Construction Site.
- 6) Builder shall not violate or permit the violation of the Construction Site Rules and Regulations or Design Guidelines.
- 7) Builder shall permit any work (including without limitation any deliveries, set-up or clean-up) by any construction personnel, subcontractors or suppliers within or adjacent to the Construction Site only during the hours of 7:00 a.m. to 6:00 p.m. (Monday through Saturday). No work shall be performed at any other times, including Sundays or Holidays.
- 8) Builder shall prohibit and take reasonable measures to prevent the playing of music or other sounds from non-construction activities which are audible on properties adjacent to the Construction Site.

- 9) Builder shall not damage and shall take reasonable measures to avoid any damage to improvements within the Development, including without limitation any streets, sidewalks, gutters or other Developer improvements.

## **E. CONSTRUCTION DEPOSIT**

In order to ensure compliance by Builder with the provisions of the Design Guidelines, including without limitation the Construction Site Rules and Regulations, Builder or Owner shall deposit with the ARC a security deposit ("**Construction Deposit**") in the amount of \$5,000.00 per Home Lot, in immediately available funds prior to commencement of construction on any Home Lot in the Development. Builder or Owner shall pay the Construction Deposit upon submittal of the Final Plans for each Home.

The Construction Deposit attributable to any Home Lot, less any costs, damages, or other amounts due the ARC pursuant to the Construction Site Rules and Regulations or Design Guidelines, shall be released to the Builder upon the Completion of Construction of such Home by Builder. The Construction Deposit shall be maintained in a non-interest bearing account. The ARC reserves the right to increase the amount of the Construction Deposit, on a case-by-case basis, for any Builder, who in the reasonable determination of ARC, consistently damages any portion of the Development, incurs excessive damages, costs and charges under the Design Guidelines or frequently receives violation notices issued against Builder.

## **F. VIOLATION OF DESIGN GUIDELINES**

In the event of any violations of the Design Guidelines, including without limitation specific violations of the Construction Site Rules and Regulations, the following procedures shall occur:

- 1) The ARC shall provide a written ("**Violation Notice**") to Builder describing:
  - (a) the violation,
  - (b) the location of the violation,
  - (c) the party responsible for such violation, if other than or in addition to Builder,
  - (d) the required corrective action,
  - (e) the deadline for completion of such corrective action, or
  - (f) the amount of penalty required to be paid by Builder to the ARC for certain Builder violations as set forth on the Builder Penalty Schedule, see below Section G-Violation Fees, as amended by the ARC from time to time in its sole discretion.
- 2) In the event Builder fails to perform any required corrective action or pay any penalty in accordance with the Violation Notice, the ARC may take any of the following actions:
  - (a) issue a second Violation Notice as described above; or
  - (b) enter any Home Lot, perform the required corrective action as set forth in the



- Violation Notice and issue to Builder an invoice for the damages, costs and expenses incurred by the ARC ("**ARC Costs**") as a result of Builder's violation and failure to perform the required corrective action; or
- (c) issue and post, in a conspicuous manner, a Stop Work Order ("**Stop Work Order**") at the Construction Site, prohibiting Builder from conducting any further construction activity at the Construction Site until builder has provided evidence of compliance with any Violation Notice to the ARC and received the ARC's written confirmation of such compliance.

Builder or Owner shall immediately pay any invoice for ARC Costs upon receipt of such invoice; provided, however, the ARC may withdraw the ARC Costs, in whole or in part, from the Construction Deposit, without prior notice to Owner or Builder.

For purposes of these Design Guidelines, ARC Costs shall equal one hundred twenty-five percent (125%) of any cost or expenses required to be paid or incurred, whether direct or indirect, by the ARC, including without limitation Developer's costs, expenses and overhead, as a result of Builder's violation of the Design Guidelines or Construction Site Rules and Regulations; provided, however, in no event shall such ARC Costs be in an amount less than \$250.00. For purposes of these Design Guidelines, the ARC's delivery of a notice or Stop Work Order to builder's representative at the Construction Site or posting of the notice or Stop Work Order at the Construction Site permit sign shall constitute proper delivery of such notice or Stop Work Order. Notwithstanding any provisions of this Section E to the contrary, the ARC's schedule, notice or imposition of any penalties, or any determination regarding the validity thereof, shall in no event constitute a release or waiver of the ARC's right to collect ARC Costs pursuant to this Section E.

## **G. VIOLATION FEES**

The following fees have been established by the ARC for the following violations of the Design Guidelines without limitation specific violations of the Construction Site Rules and Regulations;

- |    |                                  |             |
|----|----------------------------------|-------------|
| 1) | Work Hours                       |             |
|    | a. First Offense                 | \$ 250.00   |
|    | b. Second Offense                | \$ 1,000.00 |
|    | c. Third Offense                 | \$ 2,000.00 |
| 2) | Failure to Clean Site            |             |
|    | a. First Offense                 | \$ 250.00   |
|    | b. Second Offense                | \$ 1,000.00 |
|    | c. Third Offense                 | \$ 2,000.00 |
| 3) | Failure to Maintain Silt Fencing |             |
|    | a. First Offense                 | \$ 250.00   |
|    | b. Second Offense                | \$ 1,000.00 |
|    | c. Third Offense                 | \$ 2,000.00 |

- |    |                                      |                     |
|----|--------------------------------------|---------------------|
| 4) | Damage to Adjacent Property/Roadways |                     |
|    | a. First Notice                      | \$ 250.00           |
|    | b. Second Notice                     | ARC Cost times 1.25 |
| 5) | Damage to Preserve Areas             |                     |
|    | a. First Offense                     | \$ 500.00           |
|    | b. Second Offense                    | ARC Cost times 1.25 |

## **H. APPEAL**

An Owner or Builder may request a hearing before a majority of the POA board of directors ("**POA Board**"), upon occurrence of the following:

- 1) ARC denial of an ARC Design Application,
- 2) Final Plan Approval or Landscape Plan Approval is subject to conditions disputed by Builder or Owner,
- 3) the ARC's issuance of a Violation Notice, the basis of which is disputed by Builder or Owner, or
- 4) any unresolved dispute between or amount the ARC, Builder and Owner.

Such hearing shall be scheduled by the POA Board within fifteen (15) days of the request for hearing.

At the hearing, Owner or Builder may present it claims, testimony and other evidence regarding the dispute and request a specific resolution of the dispute. The ARC shall then be entitled to present testimony or other evidence in defense against such claims. Either upon the conclusion of the hearing or within five (5) days thereof, in the sole discretion of the POA Board, the POA Board shall render a decision on such matters and direct the required actions of the parties. The POA Board may request additional information from any party prior to rendering any decision. The decision of the POA Board shall be made in the POA Board's sole discretion and consideration of any information provided to the POA Board by the parties or independently obtained by the POA Board. The decision of the POA Board shall be final.

### **III. SITE IMPROVEMENT STANDARDS**

#### **A. SITE PLACEMENT**

The proposed location of any Home or improvements within a Home Lot shall be in accordance with the Residential Lot Information, and shall consider, in part, the relation of such location to existing topography, landscape, trees and vegetation, other natural features and drainage, in order to significantly preserve the existing characteristics of the Home Lot and adjacent Home Lots.

#### **B. BUILDING SETBACKS**

Minimum Yard Requirements (Setbacks):

- 1) Front yard - Each lot shall have a front yard with a building setback of thirty (30) feet.
- 2) Side yard - Each lot shall have two side yards, each of which shall have a building setback of fifteen (15) feet.
- 3) Rear yard - Each lot shall have a rear yard with a building setback line of fifteen (15) feet, unless otherwise provided by the Guidelines

No permanent structures shall be placed within the boundaries of any easement or preserve areas. Workers are not permitted in the preserve easements during construction.

#### **C. DRIVEWAYS**

Driveways must be a hard surface such as concrete pavers with reinforced edges or concrete. Asphalt is unacceptable.

#### **D. SIDEWALKS**

Each Lot Owner is required to construct a concrete sidewalk along the street frontage of his property. The sidewalk shall be three (3) ft. wide and a minimum of four (4) inches thick, six (6) inches thick through the location of the driveway.

**E. SODDING OF FRONT EASEMENT**

Sodding and irrigation should be done along the 10 foot easement fronting the street through the preserve area connecting adjoining properties. This allows access to utility points and creates uniformity along the street.

## **IV. GENERAL NEIGHBORHOOD DESIGN GUIDELINES**

### **A. MAXIMUM BUILDING SIZE**

Homes, including without limitation swimming pools, decks and patios, shall be built in conformance with the permitted building allotments within the Development, as set forth in the Covenants, Conditions and Restrictions. In this case the minimum size required shall be 2,200 square feet in air-conditioned space.

### **B. BUILDING HEIGHTS**

The height of any Home shall be compatible with adjacent Homes. The maximum height of any improvement shall be twenty-five (25) feet from the minimum finished floor elevation as established by the South Florida Water Management District (SFWMD) to the mid-point of the roof. It is the responsibility of the owner, his architect or engineer to obtain the appropriate elevation from the SFWMD at the time of design.

### **C. FACADE DESIGN**

Facades should conform to the existing architectural style in the neighborhood of new construction to keep the integrity of the neighborhood.

### **D. EXTERIOR MATERIALS**

Stucco, or similar products of a lasting and durable material shall be used. Roof material can be flat tiles, metal or architectural shingles. It is recommended that impact windows be installed for hurricane protection. The installation of shutters must be approved by the ARC.

### **E. EXTERIOR COLORS**

Exterior paint colors and trim paint should be from the existing approved paint choices of Oak Alley. These colors can be found in Exhibit B of the Community Guidelines dated 5/17/17.

**Exhibit A**

**ARC DESIGN APPLICATION FORM**

Owner's Name: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

Legal description and address of New Construction:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Description of New Construction:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contractor's Name: \_\_\_\_\_

State License No. \_\_\_\_\_

Contractor's Phone Number & Contact: \_\_\_\_\_

Architect's Name: \_\_\_\_\_

State License No. \_\_\_\_\_

Architect's Phone Number & Contact:  
\_\_\_\_\_

Landscape Architect's Name: \_\_\_\_\_

State License No. \_\_\_\_\_

Landscape Architect's Phone Number & Contact:  
\_\_\_\_\_

We have read and accept the guidelines as stated.

Builder: \_\_\_\_\_

Homeowner: \_\_\_\_\_