

I. INTRODUCTION

A. PURPOSE

These guidelines are to provide information to Parcel/Lot Owners, their Architects, Engineers, Landscape Designers and Builders for the procedures, design, construction, and modifications regulating all Parcels/Lots in the PGA Village.

B. DEVELOPMENT PHILOSOPHY

PGA VILLAGE was planned as a golf community designed to complement the existing pine flatwoods terrain and to take advantage of the local climate and culture. The programmed elements such as the golf courses, roads and home sites were intended to integrate with the natural landscape and with each other to create an environment offering a variety of views, exposures, and settings. The design objective was to blend the introduced development into the original scenery rather than compete or contrast with it.

II. ARCHITECTURAL REVIEW COMMITTEE (MASTER ARC)

A. PURPOSE

To assure the continued protection of the PGA Village design concept, the environment, and individual property values, the New Construction Committee, or N.C.C. (hereinafter referred to as "Master ARC"), of the PGA Village Property Owners' Association, Inc. (hereinafter referred to as "Master Association") reviews all applications and design documents for both new construction and modifications to existing Parcels/Lots. Each application will be evaluated based upon compliance with the Declaration of Covenants, Conditions and Restrictions for the Reserve, now known as PGA Village, recorded in Book 618, Page 978 of the Public Records of St. Lucie County (hereinafter referred to as the "Declaration"); the By-Laws of PGA Village Property Owners Association, Inc. (hereinafter referred to as "By-Laws"); and these Architectural requirements (hereinafter referred to as the "Design Review Manual"), all as amended from time to time.

B. AUTHORITY

Authority has been granted to the Master ARC as set forth by the Declaration, and the By-Laws that shall encumber each and every Parcel/Lot within PGA Village.

C. RESPONSIBILITIES

The Master ARC has been empowered to:

1. Establish criteria for architectural and exterior design.

2. Review all applications for compliance with criteria set forth by the Master ARC in the Design Review Manual adopted January 30, 2012, the Declaration and the By-Laws.
3. Ensure compatible architecture and harmonious development for PGA Village.
4. Require standards of architectural design that are compatible with both the Sub-Association and Master Association documents.
5. Handle the Master ARC Process and either approve or provide a reasonable explanation for any Application that does not comply or is denied.
6. Maintain the records for all Master ARC applications.
7. Delegation of Authority for Category One Applications to Sub-Association HOAs

The Master ARC may delegate the responsibility for receiving, reviewing and approving/disapproving Category One Project Applications (as further defined in Article III, Section A. of this Design Review Manual) to the applicable Sub-Association if a written request is received from the Sub-association. The process is as follows:

- a. The Sub-Association President may complete the Delegation of Authority to Sub-Association Request Form, attached as Exhibit J to this Design Review Manual, requesting this authority for Category One projects. They may designate all or some of the items.
- b. The Delegation of Authority to Sub-Association Request Form shall list the names of the chairman and the members of the Sub-Association architectural review committee.
- c. The Sub-Association shall use the same requirements and standards as specified in this Design Review Manual as derived from the Declaration and all applicable County, State, and Federal requirements. Failure to do so will result in withdrawal of this delegation of authority and authorization of the project.
- d. One copy of the approved/denied application shall be sent to the Master Association's management company who will forward it to the members of the Master ARC.
- e. The Sub-Association architectural review committee may enforce additional architectural review committee requirements as provided in their documents as long as they are not in conflict with the Declaration and/or this Design Review Manual.

D. LIMITATIONS OF RESPONSIBILITIES

Master ARC approval of structures or modifications shall not imply responsibility for their design, plan, or construction. The owner seeking approval shall be responsible for, but not limited to, the following:

1. The design, drawings or specifications for any proposed building or structure.
2. The structural adequacy, capacity or safety features of the proposed improvement or structure.
3. Whether the location of the proposed improvements or structure on the building site is free from possible hazard from flooding or from any other possible hazard, whether caused by conditions occurring on or adjacent to the property.
4. Soil erosion and incompatible or unstable soil conditions.
5. Mechanical, electrical or any other technical design requirements for a proposed project.
6. Compliance with any and all building codes, safety requirements, or governmental laws, regulations, codes or ordinances.
7. Performance or quality of work of any contractor.
8. Title defects on any portion of the Parcel/Lot.
9. Contractual or verbal agreements between Builders, Landscapers, other Contractors, and Homeowners.
10. Surveying errors.

E. MEMBERSHIP

The members of the Master ARC are appointed and/or confirmed by the Master Association Board of Directors annually. There shall be no less than five (5) primary members and up to three (3) alternates. The Master Association Board of Directors also has the power to remove committee members and fill vacancies at any time, in its discretion. In January of each year, the Master ARC will select a Chair and Vice Chair to serve for the entire year.

F. VOTING

Each primary member of the Master ARC shall have an equal vote. The majority vote of the Master ARC committee members present will decide whether an application is approved or denied. Voting members are determined at each meeting by the chairperson of the committee. Primary members are the first to vote. Alternates fill in when

necessary in order of the date of their appointment to the Master ARC until a quorum is reached. If there is not a quorum present, the Master Association Board of Directors liaison(s) may vote. If a quorum is not reached, the meeting shall be postponed.

G. MEETINGS

The Master ARC will meet on a regularly scheduled basis as determined by the Master ARC. Meetings will be noticed per applicable statutes and the Master Association documents. The Master Association Board of Directors may also direct the Master ARC to conduct a special meeting sooner than its regularly scheduled meeting under such circumstances as determined by the Master Association Board from time to time.

H. APPEALS

If an application has been denied by the Master ARC (or by a Sub-Association ARC pursuant to authority delegated to it by the Master ARC to review Category One applications as provided in Section III of this Design Review Manual), or the approval is subject to conditions that the Parcel/Lot Owner deems unacceptable, Parcel/Lot Owner has seven (7) days to request a formal hearing before the Master ARC. Such appeal is subject to applicable fees (See Section VIII of this Design Review Manual for the appropriate schedule of fees). At the hearing, the Master ARC will allow the owner the opportunity to present the owner's position, and the Master ARC will review its initial decision and notify Parcel/Lot Owner of the outcome in writing within fourteen (14) days.

I. VARIANCES

Under rare circumstances, when a hardship to a Parcel/Lot Owner has been clearly demonstrated, a variance to the building requirements established by the Master ARC may be granted to a Parcel/Lot Owner, provided the variance is reasonable and does not impose a hardship upon other owners and does not violate County, State or Federal laws and ordinances. An Application for Variance, along with the applicable fee (See Section VIII for Fee Schedule), shall be made in writing to the Master ARC and shall include the reason and justification for which the variance is sought, along with drawings and documentation explaining and /or illustrating the variance being requested.

Criteria necessary for granting a variance:

1. The Parcel/Lot Owner's reason for requesting a variance is based on special circumstances unique to the Parcel/Lot Owner.
2. The reason that the Parcel/Lot Owner needs the variance is based on a situation or circumstance not brought about or caused by the Parcel/Lot Owner.

3. Strict interpretation of the Master ARC criteria will deprive Parcel/Lot Owner of rights or circumstances commonly enjoyed by other PGA Village Parcel/Lot Owners.
4. Does not violate the Declaration, Land Development Code of St. Lucie County, or State and Federal laws and ordinances.

J. INSPECTIONS

The Master ARC reserves the right to perform periodic inspections for the purpose of monitoring the progress of the activities to be performed as described in the Application (hereinafter referred to as “The Work”) and ensuring conformance to the approved Application. The Master ARC has been empowered to enforce conformance and will do so, including seeking administrative penalties or referring the matter to the Master Association Board of Directors for appropriate legal action if necessary. Final inspection shall be made by the Master ARC or their designated representative prior to return of the deposit.

III. CATEGORIES OF CONSTRUCTION & IMPROVEMENT

The categories that describe the various types of improvement and their requirements are dynamic rather than static classifications, with each submitted application being individually examined and classified by the Master ARC or their designee. Owners whose Sub-Association HOA has not requested Category One review and authorization or Owners who do not have a Sub-Association shall apply to the Master ARC for all Categories.

A. CATEGORY ONE – HOME IMPROVEMENT (MINOR)

Category One items may not require Master ARC review or approval as noted in the introduction to this section, if the Sub-Association President, on behalf of the Sub-Association, has requested review and authorization. The requests must be made on an annual basis, and such delegation expires on December 31st of each year. Otherwise, after approval by the Sub-Association the Category One application will be forwarded to the Master ARC for the Master Association’s records. Owners in neighborhoods without Sub-Associations shall submit these items directly to the Master ARC. The Sub-Association ARC must be aware that all covenants and use restrictions found in the Declaration, By-Laws, Rules and Regulations, and/or Master ARC rules and regulations shall apply. The Work shall not negatively impact PGA Village Common Property, surrounding properties, or golf courses. If approval is required and obtained from the Master ARC, the project must be completed within three (3) months, or the approval will be null and void and re-approval must be sought.

This category includes the following:

1. Basketball backboards;
2. Downspouts;
3. Hurricane Shutters;

4. Minor Landscaping;
5. Minor Outdoor Lighting;
6. Painting;
7. Roof repairs
8. Satellite Dish location;
9. Sculptures and/or Statuary less than twenty four (24) inches tall;
10. Screen enclosure replacement on existing footprint;
11. Solar Panels location; and
12. Replacement of doors/side lights.
13. Replacement of windows of like size.

Some items designated above may require St. Lucie County Permits.

B. CATEGORY TWO – HOME IMPROVEMENTS (MAJOR)

Improvements that require either professional review, the introduction of heavy equipment into the PGA Community, or most projects that require a St. Lucie County Building Permit are included in Category Two.

Architectural, Landscape, and/or Drainage Plans showing spot elevations and water flow, as well as a Final Form Survey (“As-Built”), and Color Samples, if applicable, shall be submitted. An Application Fee is required and a Construction Deposit may be necessary. All Master ARC Rules and Regulations apply. Once approval is obtained from the Master ARC, the project must be completed within six (6) months, or the approval will be null and void and re-approval must be sought. This category includes but is not limited to the following:

1. Accessory Structures: All screen enclosures other than those approved under Category Three as part of a new pool and/or spa, roof replacements and extensions, decorative columns, and walks, and awnings.

Accessory structures shall also include, but are not limited to: playhouses, playground equipment, gazebos, tiki huts, cabanas, fences mounted on the pool deck, raised planters, planter walls, recreational areas, sculptures, and/or statuary taller than twenty four (24) inches, decorative art objects, fountains, urns, water features, rock gardens, etc. Screening required where necessary, e.g. generators.
2. Landscaping: Changes considered “significant” due to planting or removal of trees, hedges, entire planting beds, or changes requiring heavy equipment, or modifications that alter the drainage flow on the Parcel/Lot.
3. Paving/Pavers: Installation of new or replacement of existing driveways, decking, golf cart paths, and walkways.
4. Play Equipment.
5. Screen enclosure replacement/modification.

C. CATEGORY THREE – ADDITION TO PRINCIPAL STRUCTURE

1. Definition

The addition of square footage to an existing structure resulting in an increase in its overall size or the building of a pool and/or spa is included in Category Three.

2. Documentation

Complete Architectural, Engineering and Landscape Raised Seal plans, a Final Form Survey (i.e. "As-Builts"), Drainage Plans showing spot elevations and water flow, Exterior Color Samples and additional information as may be deemed necessary by the Master ARC shall be submitted. An Application Fee and Construction Deposit are required. (See Section VIII. Fee Schedule) All Master ARC Rules and Regulations apply. Once approval is obtained from the Master ARC, the project must be completed within one (1) year, or the approval will be null and void and re-approval must be sought.

3. Schedule

Approved Category Three projects shall be completed on the following schedule:

- a. All construction shall be completed and a Certificate of Occupancy (CO) granted by St. Lucie County within six (6) months of receipt of a Building Permit granted by St. Lucie County.
- b. Landscaping shall be completed within one (1) month of receipt of a Certificate of Occupancy (CO) granted by St. Lucie County.

D. CATEGORY FOUR – NEW CONSTRUCTION

1. Definition

New construction on all or part of a Parcel/Lot of vacant land or land cleared of its original structures is included in Category Four.

2. Documentation

Complete Architectural, Engineering and Landscape plans with Raised Seal, a Final Form Survey ("As-Builts"), Drainage Plans showing spot elevations and water flow, Exterior Color Samples and additional information as may be deemed necessary shall be submitted. Once approval is obtained from the Master ARC, the project must be completed within two (2) years, or the approval will be null and void and re-approval must be sought.

3. Fees

An Application Fee, Builder Application Fee, and Construction Deposit are required. All Master ARC Rules and Regulations apply. (See Section VIII. Regarding the Fee Schedule)

4. Schedule

Approved Category Four applications shall be completed on the following schedule:

- a. Homes 4,000 sq. ft. or less under air shall be completed and have a Certificate of Occupancy (CO) granted by St. Lucie County within twelve (12) months of receipt of a Building Permit from St. Lucie County.
- b. Homes over 4,000 sq. ft. under air shall be completed and have a Certificate of Occupancy (CO) granted by St. Lucie County within eighteen (18) months of receipt of a Building Permit from St. Lucie County.
- c. Landscaping shall be completed within one (1) month of receipt of a Certificate of Occupancy (CO) granted by St. Lucie County.

IV. DESIGN STANDARDS AND CRITERIA

A. GENERAL

Property owners are reminded that PGA Village is located in St Lucie County and that all laws, rules, codes, and ordinances of the County apply. In the case of a conflict between County, State or Federal requirements and Master ARC requirements, the more stringent shall apply (e.g.; if the height restriction that St. Lucie County allows is 40 feet, but PGA Village is 35 feet, the lower height prevails). In the case of a conflict between the Declaration, Conditions and Restrictions of the Master Association or the Rules and Regulations, the Declaration shall apply.

B. SETBACKS

1. It is the intention of the Master ARC to ensure that each residence is situated on each Parcel/Lot so as to minimally impact existing trees or particularly sensitive natural vegetation, while at the same time placing the home in its most advantageous position for the Parcel/Lot and neighboring Parcels/Lots.
2. Roof eaves may project a maximum of three (3) feet into a required setback.
3. Cantilevered elements, such as bay windows, porches, etc., that provide usable interior space are considered part of the structure and shall not project into a setback.
4. A setback matrix describing the minimum setbacks for the various Sub-Associations is attached as Exhibit B entitled "Setback Standards".

C. BUILDING SIZE

A list of minimum permitted building sizes is attached as Exhibit C entitled "Minimum Permitted Building Size and Minimum Landscape Budget".

D. HEIGHT

1. Maximum building height will be thirty five (35) feet measured vertically from the lowest finished floor to the highest part of the roof, excluding chimneys.
2. St. Lucie County Building Code posts MINIMUM lowest finished elevation at eighteen (18) inches above the crown of the road. Health Department Code for Septic Systems and FEMA flood zones require additional attention for finished floor elevations.
3. Final finished floor elevation will be noted on "As-Builts."

E. SITE DESIGN

1. CLEARING:
No clearing of any type whatsoever shall be permitted until drawings showing the nature and location of all site work have been approved by the Master ARC.
2. GRADING/DRAINAGE:
 - a. Any cuts shall be done to compliment the natural topography of each Parcel/Lot.
 - b. Fill shall not be placed in any location without the approval of the Master ARC.
 - c. The drainage plan for each Parcel/Lot shall respect natural topography of the Parcel/Lot, and will ensure that storm water collection and runoff will not create any puddling in paved or swaled areas, obstruct any pedestrian or vehicular traffic, or negatively impact neighboring Parcels/Lots.
 - d. Certain sections of PGA Village require the installation of a driveway culvert to provide proper drainage across the property along the roadside. Culvert design, including pipe size and material must be shown on the submittal site plan for review.
3. DRIVEWAYS
 - a. Driveways and walkways must be of a finished concrete, brick/concrete pavers, or impressed concrete. Driveway aprons must be patterned in the same finish and manner as the driveway.
 - b. Wherever possible, single driveway access to a corner Parcel/Lot shall be from the least traveled street. However circular drives may originate from both streets.
 - c. No curbside parking will be permitted by the extension of any portion of the street pavement.

4. **MECHANICAL EQUIPMENT:**
 - a. All mechanical equipment, including, but not limited to air conditioners, water softeners, irrigation equipment, pool equipment, and similar items shall be screened from any street or adjacent house by landscaping.
 - b. Window or wall air conditioning units are prohibited.
5. **TRASH CONTAINERS:**

All trash and garbage containers and similar items shall be screened from any street or adjacent house by landscaping.
6. **MAILBOXES:**

All mailboxes must be of Master ARC approved design.
7. **FENCES AND WALLS:**

All fences, regardless of size, material, etc. shall be approved by the Master ARC and shall only be permitted when mounted on a pool deck. Chain link fences are not permitted, except that chain link fences may be utilized temporarily during periods of construction.
8. **SIGNAGE:**

No signs, advertisements or notices of any kind, free standing or otherwise displayed, or erected shall be erected or displayed to the public view on any Parcel/Lot. No signage of any type shall be permitted on any portion of the Common Property unless otherwise permitted by the Master Association Board of Directors.
9. **SWIMMING POOLS:**
 - a. Above ground swimming pools are prohibited.
 - b. Pools and/or spas may not be located on the street side of a residence.
 - c. Free-standing, detached swimming pools are permitted only when open, with no screen enclosure. However, a free standing pool shall have a four (4) foot fence around it.
 - d. Pool installations are also subject to the requirements and limitations as provided in Article X, Section 1.(Y) of the Declaration.
10. **TENNIS COURTS:**
 - a. A tennis court will be approved if, in the sole and absolute discretion of the Master ARC, the Parcel/Lot is large enough to accommodate it and it shall not encroach upon the setback areas for the Parcel/Lot.
 - b. A tennis court shall not be located on the street side of a residence.
 - c. Lighting of a tennis court is strictly prohibited.
 - d. To maintain vistas, tennis courts are prohibited on golf and/or waterfront Parcels/Lots.
11. **EXTERIOR LIGHTING:**

All exterior lighting must be detailed on the approved plans. Exterior lighting shall include, but is not limited to: floodlights, post lights, driveways lights, etc. Any exterior lighting that the Master ARC decides would create a nuisance to adjoining property owners shall not be permitted.

12. ACCESSORY STRUCTURES:

- a. All accessory structures, which shall include, but not be limited to: playhouses, playground equipment, gazebos, tiki huts, cabanas, raised planters, , recreational areas, sculptures, statuary, decorative art objects, fountains, urns, water features, rock gardens, etc., shall be approved by the Master ARC.
- b. Location of accessory structures is critical. Recreational and functional accessories shall be placed in the rear of the Parcel/Lot in the least obtrusive location if permitted by Sub-Association ARCs. Such accessories must not be visible from street view.
- c. Tool sheds, storage sheds and dog houses are prohibited.
- d. Basketball backboards when permitted by the individual Sub-Associations shall be subject to the following:
 - i. Backboards shall not be attached to the house or any other structure.
 - ii. Backboards shall not be illuminated.
 - iii. Backboards shall be mounted on a black or dark colored metal pole with a clear backboard.
 - iv. Equipment shall be maintained in good order.
 - v. Location is subject to Sub-Association's approval on an individual basis but shall not impact Master Association property, rights-of-way, or easements.
 - vi. In the event the basketball backboard becomes a nuisance, the Sub-Association and/or the Master Association reserves the right to require the removal of any basketball backboard.

F. EXTERIOR BUILDING DESIGN

1. GENERAL:

Each architectural design will be evaluated individually with specific emphasis on harmony with existing residences and the natural setting.

2. EXTERIOR MATERIALS:

Acceptable materials are:

- a. Walls: stucco, stone, brick. Other materials will be evaluated on an individual basis.
- b. Roofs: cement tile, clay tile, and cedar shakes. Seamed metal roofs will be evaluated on an individual basis. (No reflective roof shall be approved.)

3. ROOFS:

- a. Minimum roof pitch is 5/12.

- b. Asphalt and fiberglass shingles are prohibited.
 - c. Roof vents and stacks shall be placed in the least obtrusive location and painted to match roofing.
4. GARAGES:
- a. Each residence shall have a minimum of a two (2) car garage with automatic door opener(s).
 - b. Side entry garages are required in some subdivisions as provided in the applicable Sub-Association's governing documents.
 - c. Carports are not permitted.
 - d. Garage screen doors shall not be permitted.
5. COLORS:
- a. New construction, alterations, renovations (Categories Two, Three and Four): A complete color schedule, including color sample chips, of all exterior surfaces of The Work is required to be approved by the Master ARC. The Master ARC will consider how the proposed colors conform to the natural scheme and existing color palette of the PGA Village community. Inharmonious colors will not be permitted.
 - b. Existing structures (Category One): When an existing structure is to be repainted the existing color, Master ARC review/approval is not required. However, the Sub-Association's ARC may require submission of the proposed color to confirm that it is consistent with the existing color of the structure as originally applied. When a new color is proposed and the Master ARC is the decision maker, the Owner shall select from the approved Sub-Association color palette and/or obtain Sub-Association ARC approval for the owner's preferred paint chips. Colors shall be in harmony with the color palette of existing homes in that Neighborhood.
6. DOORS, WINDOWS:
- a. Bright finished metal exterior doors, screens, louvers, structural members, etc. shall not be permitted.
 - b. Reflective or mirrored glass is prohibited.
7. SCREEN ENCLOSURES:
- a. All screen enclosures must be attached to a house. Free-standing enclosures are prohibited.
 - b. Applications submitted for screen enclosure approval must include the following drawings:
 - i. A complete, dimensioned site plan showing the enclosure location and other improvements on the property.
 - ii. A complete roof plan of the house showing the configuration of the enclosure with framing members indicated.
 - iii. All affected exterior elevations of the house showing the enclosure with all the framing members indicated.

- iv. A complete set of drainage plans showing spot elevations and water flow.
 - c. Screen Enclosures may not encroach into the Parcel/Lot's setback area or be located on a property line.
- 8. RETRACTABLE AWNINGS:
 - a. All retractable awnings shall be approved by the Master ARC prior to installation or mounting on the exterior of a residence. Retractable awnings shall not be approved unless they are on the rear of a home and on a patio and/or within a screen enclosure.
 - b. All designs, materials, finishes, colors and hardware shall be consistent with the main house and are subject to approval.
- 9. HURRICANE SHUTTERS:
 - a. All designs, materials, finishes, colors, and hardware should be consistent with the main house and are subject to Sub-Association ARC approval, or if no Sub-Association governs the Parcel/Lot in question, then the Master ARC.
 - b. Hurricane shutters are permitted to be installed or closed only after the National Weather Service has issued a "hurricane watch" or "hurricane warning" for a named storm. Hurricane watches or warnings must be applicable to our area. The shutters shall be FULLY OPENED or removed within five (5) days after the Weather Service has advised that the storm has passed.
- 10. SOLAR HEATING PANELS (POOL AND/OR DOMESTIC WATER):
 - a. All solar heating panels shall be approved by the Sub-Association ARC prior to installation, or if no Sub-Association governs the Parcel/Lot in question, then the Master ARC.
 - b. Each application will be reviewed on an individual basis by the Sub-Association ARC (or Master ARC in the absence of a Sub-Association ARC) considering site, color, manner of installation, possible visual impact or other nuisance, aesthetics, size, least obstructive functioning position and other - criteria.
- 11. SATELLITE DISHES:
 - a. The location and size of all satellite dishes shall be approved by the Sub-Association ARC, or if no Sub-Association ARC governs the Parcel/Lot in question then the Master ARC, prior to installation.
 - b. Each application will be reviewed on an individual basis by the Sub-Association ARC considering site, color, type of installation, possible visual impact or other nuisance, aesthetics, size, least obstructive functioning position and other factors.

G. LANDSCAPING (for Categories Two, Three and Four):

1. DESIGN CRITERIA:

Our Development Order requires preservation of a minimum of 25% of the native upland habitat on The Work site. The Master ARC considers this requirement in its

review and approval of each individual site. Property owners are encouraged to preserve a greater amount of native upland habitat where possible on their Parcel/Lot. Additionally, the Master ARC shall encourage the use of native, indigenous trees and plant material in the creation of new landscape areas.

2. MINIMUM BUDGET:

- a. A minimum landscape budget for trees and plant materials only (excluding sod) for each neighborhood has been established and is attached as EXHIBIT C entitled "Minimum Permitted Building Size and Minimum Landscape Budget".
- b. Master ARC may allow credit for natural vegetation.
- c. In addition to compliance with the minimum budget requirement, landscape drawings shall be evaluated on coverage and aesthetic design.

3. GENERAL:

- a. Any tree large enough to require heavy equipment such as cranes, back hoes, etc. to take down and/or remove the tree will be deemed a Category I but is required to be reviewed by the Master ARC.
- b. All landscaping is to be completed in accordance with the approved landscape plan. Any additions or changes must be approved by the Master ARC prior to installation.
- c. Each Parcel/Lot shall be sodded with floratam or other approved sod. All easements, canal banks, lake banks, etc. must be sodded and irrigated in accordance with the requirements of the Master ARC and South Florida Water Management District (SFWMD). These areas are to be maintained by the Parcel/Lot Owner or his/her agent.
- d. All landscaping and sod is to be maintained on a regular basis by the Parcel/Lot Owner or his/her agent. This maintenance includes, but is not limited to: mowing, weeding, fertilization, pest control, pruning, removal and/or replacement of dead or diseased trees and other plant material. Any debris or refuse is to be removed to keep a neat and orderly appearance at all times.
- e. Any pine tree lost to any construction activity shall be replaced with two (2) new pine trees of a minimum height of 6 feet and of specimen quality. These trees will not be a part of the minimum landscape budget, but shall be listed separately.
- f. Hedges shall be maintained at a maximum height of four (4) feet.

4. IRRIGATION:

- a. An automatic irrigation system of adequate capacity shall be designed, installed and used to maintain all landscaped and sodded areas in a good and healthy condition at all times.
- b. Irrigation wells may be used if properly treated for rust, staining, odor, etc. A permit from the St. Lucie County Department of Health is required to drill a shallow well for irrigation.
- c. No wells may be installed and/or used in The Reserve Creek subdivision.

- d. The lakes or canals may not be used as an irrigation source unless approved by the Master Association Board of Directors.
- e. All irrigation systems shall be equipped with a time clock and rain sensor.

H. MISCELLANEOUS

- 1. **CABLE TV, SECURITY SYSTEMS AND TELEPHONE**
New construction is required to be pre-wired for cable TV, security alarm systems and telephone.
- 2. **ANTENNAE**
Exterior antennae for radio, TV, etc. are prohibited.

V. JOB SITE CONDITIONS/RESTRICTIONS

A. GENERAL

- 1. **WORK HOURS/DAYS**
Work hours, including delivery of materials/supplies: Monday through Friday- 7:00 AM to 6:00 PM; Saturday- 8:00 AM to 5:00PM. Work and deliveries are prohibited on Sundays and all national holidays.
- 2. **SIGNS**
No signs are permitted on any Parcel, Lot, or Common Property unless otherwise approved in accordance with Section IV, sub-section E.8. of this Design Review Manual. All signs shall be removed when a Certificate of Occupancy/Completion is received or as otherwise instructed by the Master ARC at the time of approval.

B. SITE UNDER CONSTRUCTION/DEMOLITION

- 1. **SITE MAINTENANCE**
Site shall be maintained in a clean and orderly condition throughout the construction process.
- 2. **DUMPSTERS**
Dumpsters, if employed, shall be provided by the owner or contractor for trash and promptly emptied when full. They must be covered in an appropriate manner to prevent trash from blowing onto neighboring property. In addition, they shall be placed so as not to obstruct sidewalks or roads.
- 3. **SITE DRAINAGE**
Provisions for run-off of water must be made during construction and at the completion of The Work to ensure that no water flows onto neighboring properties and the draining is functioning as designed.

4. PORTABLE SANITARY FACILITIES

Portable sanitary facilities, if any, shall be anchored and enclosed with a “U” shaped wooden fence with the “U” opening facing away from the street. Sanitary facilities shall be placed only on the property under construction and may not be located on Common Property or in the street.

5. CONSTRUCTION ACTIVITY LIMITS.

All construction activity must be confined to the site only.

6. RADIO/LOUD NOISE

Loud radios or unnecessary noise are not permitted.

7. DELIVERY LOCATIONS

All deliveries to the site must be placed on the site only. The Parcel/Lot Owner shall be held responsible for damage caused to adjacent properties or Common Property by delivery vehicles.

8. ALCOHOLIC BEVEAGES

No alcoholic beverages or drugs of any kind shall be consumed by the Parcel/Lot Owner’s employees, contractors, sub-contractors, suppliers, etc. while in PGA Village.

9. CHILDREN, ANIMALS, PETS

No small children, pets, or animals of any kind, shall be permitted on the job site by the Parcel/Lot Owner’s employees, contractors, sub-contractors, suppliers, etc.

10. ABUSIVE/PROFANE LANGUAGE

Abusive or profane language is not permitted on the job site.

11. CLEAN STREETS

Streets adjoining project site shall be cleaned of construction debris on a daily basis including any residual materials used for sub-surfaces, fill, etc.

12. CARE OF ADJACENT PROPERTIES

Construction procedures and/or processes and equipment shall not cause damage or be a nuisance to neighboring property. Any and all damage to common areas or roadways resulting from construction activity will be the responsibility of the Parcel/Lot Owner.

13. CONTRACT EMPLOYEE RESPONSIBILITY

Contractors are responsible for the conduct of their employees while they are in PGA Village.

C. DEMOLITION OF EXISTING HOMES OR OTHER STRUCTURES

1. TYPE OF APPLICATION

A Category Four application shall be filed with the Master ARC for the demolition of an existing house.

2. DEMOLITION FEE

The fee schedule for demolition of a house will be the same as Category Four for New Construction. (Note: If a new house is constructed, another fee, as specified for New Construction, will be due.)

3. SCHEDULE FOR THE DEMOLITION PROCESS

- a. The Parcel/Lot owner shall have sixty (60) days from approval of the application to complete the demolition of the existing house/structure and remove all building materials, debris, etc. from the site.
- b. The applicant shall have sixty (60) days from the end of the demolition to (1) submit an application for the construction of a new house or (2) sod the empty lot in accordance with the specifications listed in Section III., sub-section D of this Design Review Manual and provide an irrigation system to maintain the sodded areas (See Section IV, sub-section G.4 of this Design Review Manual).
- c. The conditions/restrictions of the demolition site shall be the same as those listed in Section V, sub-section B, Site Under Construction, of this Design Review Manual.
- d. Explosives shall not be allowed.
- e. The home owner shall obtain a Specialty Permit for Demolition from St. Lucie County.
- f. Drainage on the Parcel/Lot shall be maintained as it was prior to the demolition or a new drainage plan shall be submitted with the application.

VI. DESIGN REVIEW PROCEDURES

A. APPLICATION PROCESS- STEP BY STEP

Included in this section is an outline of the procedure for the review and approval of proposed construction/exterior modifications within PGA Village.

1. SOURCE OF APPLICATIONS

Master ARC Applications are available at the Master Association Office, attached as Exhibit E hereto, and on the Master Association's website: www.pgavillagepoa.com. Applications must be submitted with the following before the application will be considered:

- a. Agreement to Comply and Hold Harmless (See Exhibit A);

- b. Contractor's Covenants (See Exhibit D);
 - c. Waiver of Liability form (See Exhibit F); and
 - d. Application Agreement and Conditions of Approval (See Exhibit G).
2. RETURN APPLICATION TO THE MASTER ASSOCIATION MANAGEMENT OFFICE:
- a. One (1) copy of the Application, and two (2) signed drawings with raised seal and two (2) copies each of the Architectural, Engineering (including site plan and drainage plan), and Landscape plans, where required.
 - b. Deposits and Fees (See Section VIII) shall be paid to "PGA Village POA, Inc." at the Master Association Office.
 - c. Signed approval by Sub-Association ARC, where required. If no Sub-Association or Sub-Association ARC exists, all applications shall be submitted to the Master ARC.
3. APPLICATION PROCESSING
- a. Management Company – 1 week
 - b. Master ARC – 1 week, including site inspections
 - c. The Application shall be scheduled on the next Master ARC meeting date following processing. The Master ARC meeting schedule is available at the Master Association Office and on the Master Association website: www.pgavillagepoa.com
 - d. Master ARC reserves the right to request additional information before an Application can be processed.
 - e. Master ARC shall notify Applicant of its decision in writing within one (1) week following the meeting.
4. COMPLETION OF THE WORK AND FINAL INSPECTIONS
- a. Master ARC designee shall inspect the Parcel/Lot. Where Permits have been required, the Parcel/Lot owner or designee shall request St. Lucie County to inspect the Parcel/Lot and issue a Certificate of Occupancy/Completion (CO).
 - b. The Master ARC or the Sub-Association ARC, if applicable, will inspect the Parcel/Lot and The Work and the Sub-Association ARC, if applicable, will inform the Master ARC of any damage to neighboring or community properties and will request the owner to repair same. The Master ARC or Sub-Association ARC, as applicable, will issue to the owner and/or contractor the "Repair of Damaged Property Notice and Remedy/Certificate of Completed Repair(s)," attached hereto as Exhibit H. A "Satisfactory Completion of Work/Approval of Deposit Return," attached hereto as Exhibit I, shall be signed by the Sub-Association ARC and Master ARC designee(s) when an approved project is satisfactorily completed.

5. RETURN OF CONSTRUCTION DEPOSIT

Upon receipt of a completed "Satisfactory Completion of Work/Approval of Deposit Return" (See Exhibit I attached hereto), a copy of the Certificate(s) of Occupancy/Completion from St. Lucie County and a satisfactory inspection of the new construction by the Master ARC's designee(s), the construction deposit may be refunded. However, if Common Area has been damaged, a Repair of Damaged Property Notice and Remedy/Certificate of Completed Repair(s), attached hereto as Exhibit H, shall be presented to the Master ARC along with the CO prior to release of the deposit. The owner may seek to obtain the deposit by submitting the Satisfactory Completion of Work/Approval of Deposit Return (attached hereto as Exhibit I). The deposit will be returned to the record owner unless the Master ARC receives the owner's written consent to distribute the deposit to another person or entity. If changes have occurred from the approved plans or are required by the Master ARC, a copy of the final "As-Built" survey and a copy of the Certificate(s) of Occupancy/Completion from St. Lucie County shall be presented to the Master ARC prior to release of the deposit.

6. IN PROGRESS CONSTRUCTION CHANGES

The Work may from time to time require changes during construction. The Master ARC shall review any revisions or any items overlooked during the original review process.

VII. REQUIRED DESIGN DOCUMENT SPECIFICATIONS

Important! Drawings for final review shall be the final, complete set of drawings with raised seal identical to those being submitted to St. Lucie County for the building permit, where applicable.

A. DRAWING PREPARATION

1. Drawings, with dimensions, for minor improvements such as fences, screen enclosures, storm shutters, or similar items may be prepared by an appropriate specialty contractor.
2. Drawings for all new construction, house additions, alterations and other major improvements shall be prepared by an Architect, or other specialized professional as appropriate for a particular item of work, who is licensed in the State of Florida. One (1) set of drawings shall be signed and have a raised seal with a legible Florida registration number.
 - a. Copies of the following shall be provided to the Master ARC:
 - i. One (1) copy of the Application;
 - ii. Two (2) signed and raised seal set of drawings; and
 - iii. Two (2) copies of each of the Architectural, Engineering (including site plan and drainage plan), and/or Landscape plans, where required.

b. Drawings shall depict the following:

- i. Boundary (Vacant Land) Survey (min. scale @ 1"=20.0')
 - a. Property lines
 - b. Existing Trees
 - c. Easements and rights-of-way
 - d. Roadways, streets
 - e. Culverts
 - f. Existing grade elevations at crown of road, four (4) corners of Parcel/Lot, six (6) equally spaced locations in the interior of the Parcel/Lot.
- ii. Plot/Site Plan (min. scale @ 1/8" = 1'-0")
 - a. Property lines
 - b. Setback lines
 - c. Building location, dimensioned from all property lines
 - d. All hardscape, i.e. driveways, walkways, patios, decks, pools, screen enclosures, etc. dimensioned from all property lines
 - e. Relationship to adjacent buildings (if applicable)
 - f. Location of wells and septic system (if applicable)
 - g. Finished grade elevations of floor, all hardscape (decks, patios, driveways, etc.), landscape/sodded areas as necessary to indicate finish grade
 - h. Fences
 - i. Drainage plan showing spot elevations and water flow
 - j. Boundary line indicating limits of clearing
 - k. Boundary lines of Parcel/Lot showing "natural habitat preserve areas" that are required. A minimum of 25% of the Parcel/Lot shall be preserved.
- c. Floor Plan(s) (min. scale @ 1/4" = 1'-0")
- d. Roof Plan(s) (min. scale @ 1/4" = 1'-0")
- e. Exterior Elevations (min. scale @ 1/4" = 1'-0")
 - i. Materials and finishes
 - ii. Show all doors, windows, decorative bands, trim, etc.
 - iii. Color schedule and sample color chips
 - iv. Show screen enclosure if present.
- f. Building Sections/Details (min. scale 1/2" = 1'-0")
- g. Electrical Drawings
 - i. Site/landscape lighting plan (may be combined with Drawing 4.b. Plot/Site Plan)
 - ii. Drawings or catalog cuts for exterior fixtures

- h. Landscape Plan/Schedules
 - i. Detailed landscape plan showing existing trees of 4" or greater diameter, significant existing plant material, new trees and plant material. Scale to be same as Site Plan (item 4.b.).
 - ii. Plant material and tree inventory with itemized cost breakdown. (See the "Minimum Permitted Building Size and Minimum Landscape Budget" form attached hereto as Exhibit C)
- i. Final Survey New homes only (min. scale @ 1" = 20.0')
 - i. Prepared by surveyor
 - ii. Update of drawing item 4.a., showing the same improvements plus the house and all hardscape fully dimensioned from all property lines.
 - iii. Finished grade elevations for house floor, all hardscape elements, and landscape/sodded areas.

B. SUMMARY OF PROCEDURES

1. PRELIMINARY MASTER ARC REVIEW (**Optional step**)

A preliminary review (at Owner's option and expense) shall enable the Applicant to communicate their design intentions to the Master ARC prior to investing in fully detailed construction documents. In order to receive a preliminary Master ARC review the applicant shall submit a complete Master ARC application and the Preliminary Review Fee as provided in Section VIII of this Design Review Manual. The Master ARC will provide "comments only" on preliminary reviews which do not vest the Parcel/Lot Owner with any rights whatsoever.

a. Applicant:

Submit one (1) copy of Application forms (See Exhibit E entitled "Master ARC Application Form"), appropriate Preliminary Review fee, and one (1) set of preliminary plans composed of all or any of the following:

- i. Architectural plans.
- ii. Landscape plan(s) indicating but not limited to: location of all existing trees with a 4" or greater diameter; locations where trees are to be transplanted; conceptual proposed plantings, landscape berming, etc.
- iii. Any other plans necessary to show Master ARC elevations, materials, colors, etc. of structures or features not listed above.
- iv. Drainage plan showing spot elevations and water flow.

2. MASTER ARC REVIEW

a. Applicant

Submit one (1) copy of Application form/s (See Exhibit E), appropriate review fees, and attachments, as per Master ARC Application Instructions.

b. Master ARC:

Review of the application and plans. Professionals may be called upon to review plans to assist the Master ARC. Applicant shall be advised in writing of the Master ARC determination.

3. CONSTRUCTION

Applicant:

The Applicant shall grant the Master ARC designee the right to conduct periodic inspections to determine compliance with its policies and with approved plans. If The Work is found to be in non-compliance, the Master ARC has the right to request the Master Association's Board of Directors to take necessary action(s) to correct the situation.

After the final review and approval by the Master ARC, the Applicant shall begin construction within ninety (90) days of receiving the County permit. If substantial construction has not begun within ninety (90) days, the lot shall be sodded, irrigated and properly maintained.

If construction has not started within this time period, then the Master ARC approval is considered null and void and a new application with appropriate fees must be submitted and approved before commencement of construction. Requests for extension to this time limitation shall be considered on an individual basis.

In the instance where an existing home is to be demolished, Master ARC approval of the demolition shall be given prior to the start of demolition. In the event demolition or construction is initiated prior to Master ARC approval, all work shall immediately cease. The Parcel/Lot Owner shall have two (2) weeks to comply with the Master ARC regulations.

4. PROPOSED CHANGES DURING CONSTRUCTION

Any changes after final approval by the Master ARC shall receive the prior written approval of the Master ARC. Changes shall be submitted in writing with appropriate application fees (See Section VIII of this Design Review Manual, Fee Schedule, for revised color and material, exterior door and window openings, dimensions and all site improvements, etc.).

Construction or modifications not approved by the Master ARC will be deemed as violations.

a. Parcel/Lot Owner:

Parcel/Lot Owner is responsible for satisfying all requirements of the Master ARC for all changes. Licensed professionals shall prepare all plans submitted

with applications; unless the Master ARC waives this requirement for minor changes.

Applicant shall submit two (2) copies of all proposed changes, in writing to the Master ARC prior to making the changes and include appropriate change fees. If modification is substantive, a new application, attachments, and drawings may be required.

b. Master ARC:

Review of all proposed changes. Applicant will be advised in writing within seven (7) days of the Master ARC's determination.

5. COMPLETION OF CONSTRUCTION OF NEW HOMES

Applicant:

- a. Submit a copy of the final "As-Built" survey, signed and sealed by a professional Land Surveyor registered in the State of Florida, showing dimensions from property lines to all improvements on the lot including, but not limited to house, walls, fences, hardscape, pool, patios, etc.
- b. Submit a copy of the Certificate of Occupancy/Completion (CO) issued by St. Lucie County.

6. COMPLETION OF CONSTRUCTION OF HOME ADDITIONS, ALTERATIONS, AND OTHER MAJOR IMPROVEMENTS

- a. Applicant shall submit a copy of the CO or final inspection issued by St. Lucie County.
- b. Additions and Renovations as well as landscaping shall be completed within six (6) months of receipt of St. Lucie County Permit.

C. APPLICATION WITHDRAWAL

The Applicant, as a matter of right, may withdraw an application without prejudice, and have fees refunded, provided the request for withdrawal is made in writing and filed with the Master ARC prior to any review or action on the application by the Master ARC or the use of Professionals for which a fee was paid.

VIII. ARCHITECTURAL REVIEW COMMITTEE FEES

A. CATEGORY ONE – HOME IMPROVEMENTS (MINOR)

No application fee is required for Category One Applications.

B. CATEGORY TWO – HOME IMPROVEMENTS (MAJOR)

Application Review Fee	\$ 150
Construction Deposit*	\$ 2,500*

*Required only when/if heavy equipment is used

C. CATEGORY THREE – ADDITION TO PRINCIPAL STRUCTURE

Application Review Fees	\$ 500
Construction Deposit	\$ 5,000

D. CATEGORY FOUR – NEW CONSTRUCTION

Application Review Fee	\$ 1,000
Builder Application Fee	\$ 1,500
Construction Deposit	\$10,000

E. ADDITIONAL FEES

Optional Preliminary Review of New Construction	\$ 100
Minor Project Change	\$ 50
Major Project Change	New Application Fee
Appeal to Full Master ARC	\$ 50 (plus Professional Fees)
Application for Variance	\$ 200

F. RETURNED CHECKS

Any returned checks will automatically negate the approval process. Normal banking fees will be added along with a \$50.00 handling fee.

G. NOTES

ARCHITECTURAL REVIEW FEES MAY BE AMENDED FROM TIME TO TIME BY THE MASTER ARC.

Exhibit A	Agreement to Comply and Hold Harmless
Exhibit B	Setback Standards
Exhibit C	Minimum Permitted Building Size and Minimum Landscape Budget
Exhibit D	Contractor's Covenants
Exhibit E	Master ARC Application Form
Exhibit F	Waiver of Liability
Exhibit G	Application Agreement and Conditions of Approval
Exhibit H	Repair of Damaged Property Notice and Remedy/ Certificate of Completed Repair
Exhibit I	Satisfactory Completion of Work/Deposit Return
Exhibit J	Request for Delegation of Authority to Sub Associations
Exhibit K	Administrative Application Review

**Owner Agreement to Comply and Hold PGA VILLAGE
PROPERTY OWNERS' ASSOCIATION, INC. and
Architectural Review Committee Harmless**

AGREEMENT TO COMPLY

The Owner hereby certifies that he/she has read and understands the Design Review Manual. The Owner further agrees to comply with all standards, rules and regulations contained therein. The Owner shall be solely responsible for the acts of all individuals working on his/her property in PGA Village during such time as they are within the boundaries of PGA Village. Failure of the Owner to control or comply with the rules and regulations detailed in the 2012 Master ARC's Design Review Manual and the Exhibits thereto, may result in a suspension of Work by the PGA Village Property Owners' Association Board of Directors until such violations have been corrected. In event of an emergency, as determined by the Master ARC, the Master ARC may correct the violation and the Owner agrees to reimburse the ARC for the actual cost of the work plus twenty five percent (25%).

The preceding application is submitted for review by the Master ARC of the PGA Village POA. Required design documents are attached.

HOLD HARMLESS AGREEMENT

I, _____, Owner of _____ (Lot No. _____), Port St. Lucie, Florida, located in the _____ Sub Association of PGA Village Property Owners' Association, Inc. (The Association), do hereby understand and agree that I will pay all costs involved in the removal of any structure or other improvement, including a fence, wall, building, or landscaping, that encroaches upon any easement or other portion of the Common Areas, is otherwise not built in accordance with the ARC Application, including any approved plans and specifications thereof, or is otherwise in violation of the Association's governing documents, including the Declaration of Covenants, Conditions and Restrictions, Articles of Incorporation, Bylaws, Rules and Regulations, ARC Manual and/or any applicable Sub Association's governing documents. I also agree to indemnify and hold the Association harmless for any costs necessary for the Association to enforce the terms of the ARC Application, the Agreement, or the Association's or Sub Association's governing documents, as well as for any costs, expenses and liabilities, including attorney's fees, incurred by virtue of any action or inaction of the Association, the ARC, or any member of the Board of Directors or ARC performing in his/her capacity as a Director or member of the ARC Committee relating to the Work.

Print Name of Owner

Signature of Owner

Date

SETBACK STANDARDS

<u>Community</u>	<u>Building</u>			<u>Patio/Pool Deck/Screen</u>			
	<u>Front</u>	<u>Side</u>	<u>Rear</u>	<u>Front</u>	<u>Side</u>	<u>Rear</u>	<u>Height</u>
Callaway Place	35'	7'	25'	N/A			
Cypress Point	25'	7.5'	15'	N/A	7.5'	3'	25'
Fairway Landings	35'	15'	25'	N/A	7.5'	7.5'	35'
Island Point	20'/25'**	6'	15'	N/A	6'	3'	
Kingsmill	20'/25'**	6'	15'	N/A	6'	3'	
Maidstone	20'/25'**	6'	15'	N/A	6'	3'	
Muirfield	20'/25'**	6'	15'	N/A	6'	3'	25'
Oakhill	25'	7.5'	15'	N/A	7.5'	3'	25'
Pinehurst	25'	10'	15'	N/A	10'	3'	25'
Reserve Creek	50'	15'	25'	N/A	7.5'	15'	35'
Reserve Plantation	70'	25'	50'	N/A	25'	50'	35'
Sabal Creek	75'	20'	50'	N/A	10'	10'	35'
Scarborough	10' Side	6'		N/A			
Spyglass	20'	6'	15'	N/A	6'	3'	
The Enclave	50'	20'	35'	N/A	10'	1.5'	35'
The Lakes	20'/25'**	6'	15'	N/A	6'	3'	
The Laurels	35'	15'	25'	N/A	7.5'	7.5'	35'
The Pines	20'/25'**	6'	15'	N/A	6'	3'	25'
Tompson Point	20'/25'**	6'	15'	N/A	6'	3'	
	20' Front		15'	N/A	6'	10'	

**Side Loaded/Front Loaded Garage

The Setbacks in all single family Parcel/Lots developed by Kolter but not listed above are as follows:

Front, Side Loaded Garage	20'
Front, Front Loaded Garage	25'
Side	6'
Rear	15'
Pool, Patio, Enclosures	Rear 3'
	Side 6'

MINIMUM PERMITTED BUILDING SIZES

Listed below are the minimum permitted air conditioned living areas, not including garages, patios, porches, etc. for each community in PGA Village.

<u>Community</u>	<u>Required Square Feet</u>
Callaway Place	2,350 SF
Cypress Point	2,000 SF
Fairway Landings	2,800 SF
Muirfield	1,500 SF
Oakhill	1,600 SF
Pinehurst	2,600 SF
Reserve Plantation I & II	2,400 SF
Sabal Creek	2,400 SF
The Enclave	3,600 SF
The Laurels	2,800 SF

Sub Associations not listed:

Minimum requirements shall be as described in the SubAssociation Declaration

MINIMUM LANDSCAPE BUDGET

Listed below are the minimum landscape budgets for tree and plant materials only.
(Sod, irrigation and hardscape are not included.)

<u>Community</u>	<u>Landscape Budget</u>
Callaway Place	\$9,500
Cypress Point	\$5,500
Fairway Landings	\$7,500
Muirfield	\$3,500
Oakhill	\$3,500
Pinehurst	\$7,500
Reserve Creek	\$7,500
Reserve Plantation I & II	\$9,000
Sabal Creek	\$9,000
The Enclave	\$10,000
The Laurels	\$7,500

CONTRACTOR'S COVENANTS

1. Contractor shall be properly licensed and shall provide proof of liability insurance in an amount no less than \$1 million, aggregate, \$1 million umbrella, and \$1 million per occurrence.
2. A Contractor's sign may not be displayed on a Lot.
3. Sanitary facilities are to be placed on the Subject Property itself with the door facing toward the back of the property.
4. Sanitary facilities on an occupied site or an unoccupied site shall be secured on three (3) sides by a six (6) foot high wooden fence.
5. All construction trash shall be contained in a trash dumpster or removed from the Work site on a daily basis. Dumpsters shall be placed on the Subject Property and shall not interfere with road or sidewalk traffic. Contractor is responsible for trash that blows off the site and shall retrieve such trash immediately. All trash stockpiled for removal (not in dumpster) shall be located at the rear of the property until removed. No stockpiling or dumping on adjacent Parcel/Lots or streets shall occur. If it becomes necessary for the POA to remove trash, a minimum cost of \$500 shall be billed to and paid by Contractor. Placement of dumpsters shall be approved, in advance, by the Master ARC.
6. All building materials, including but not limited to roofing tar paper, tiles, cleaning supplies, equipment, tools and dumpsters shall be secured during high winds and impending hurricane/tropical storm warnings.
7. Grass or plantings not directly affected by the Work shall be maintained in a neat and aesthetically pleasing condition.
8. Pools shall be maintained and chlorinated.
9. Sidewalks and roads shall be kept clear of dirt, sand, rocks, debris, nails, and all other Work materials, and kept in a broom swept condition on a daily basis.
10. No heavy Work equipment shall be driven over swales and/or sidewalks. No Work materials or debris shall be left on/in swales.
11. Contractor is responsible for all demolition dust, paint, overspray, etc., which occurs during the course of the Work, and shall rectify any damage to adjacent areas caused by such conditions, and/or any other conditions generated by the Work.
12. No Work will be performed on Sunday, national holidays or major religious holidays, or at any time prior to 7 AM or after 6 PM, Monday through Friday, or prior to 8 AM or after 5 PM on Saturday.
13. Any potentially dangerous or hazardous condition shall be clearly marked and fully secured. Owner and Contractor shall be responsible for corrective action to remedy such dangerous or hazardous conditions.
14. All persons performing Work on the Subject Property shall be appropriately clothed at all times. This includes, but is not limited to, the wearing of shirts, pants or shorts, and shoes.

15. All persons performing Work on the Subject property shall refrain from profanity or other verbal abuse, the playing of loud music that may be heard on neighboring Parcels/Lots/Common Areas, and shall not constitute a nuisance. The creation of a nuisance shall be determined in the sole and absolute discretion of the Master POA Board of Directors.
16. Infractions that are not rectified within forty-eight (48) hours and which require Master Association intervention shall incur a minimum \$100 fine per violation per day, plus any costs and reasonable attorney's fees incurred by the Master Association.

The undersigned Contractor has read the above standards and understands that failure to comply with these standards shall result in the shut-down of the Work, denial of community access and may also result in fines and remedial costs assessed against the Lot Owner and/or Contractor. In addition, Contractor understands that failure to comply with these standards may also result in the forfeiture of Owner's Construction Deposit. Any exceptions to the above standards shall be addressed and approved in advance through the Master ARC.

Date: _____

Contractor:

Signature _____

Printed Name _____

Company Name _____

Contractor Tel. No. _____

Contractor Cell No. _____

Exhibit E 01.30.12

PGA VILLAGE PROPERTY OWNERS' ASSOCIATION, INC. MASTER ARC APPLICATION FORM	
Applicant Name:	Date of Application:
Address:	Daytime Phone:
Cell or Work:	Email:
Project Description:	
If permit(s) are required, I am solely responsible for obtaining them from the County.	
I UNDERSTAND A COPY OF SUCH PERMIT SHALL BE SUBMITTED BEFORE WORK MAY COMMENCE:	
Applicant's Signature:	
PROPERTY MANAGER TO VERIFY - 1 COPY ON FILE	
Sub ARC Docs On File:	Vendor Wkr Comp/Liability Ins on File:
Vendor License on File (if required):	Application Agreement and Cond of Approval:
Exhibit D (Contractor Covenants):	Exhibit I (Hold Harmless):
Waiver of Liability on File:	County Permit (To be filed after Master ARC Approval):
Fee Paid (if required):	Deposit Paid (If required):
Sub Association Approval (Attach form with signatures and date):	
Applicant is current in all association dues, fees and fines -- Signature of MGR:	
PROPERTY OWNER - PROVIDE 1 RAISED SEAL DRAWING	
Plat Plan:	Engineering - Drainage Plan:
Sealed Architectural Plans:	Vendor Brochure(s), If Applicable:
Sample of Materials or Colors:	Landscape Architect Plan:
ACTION OF MASTER ARCHITECTURAL REVIEW COMMITTEE	
Approved:	Not Approved:
Conditions of Approval (if any):	Reasons not Approved:

SIGNATURE OF MASTER ARC CHAIR: _____

DATE: _____

PGA VILLAGE PROPERTY OWNERS' ASSOCIATION, INC.
MASTER ARC

WAIVER OF LIABILITY

PRINT NAME _____, (Owner) of _____
(Address/Lot, Port St. Lucie, Florida, 34986, located in the _____ Sub-
Association of PGA Village Property Owners' Association, Inc., seeks approval for the attached
application to change or alter the above mentioned Parcel/Lot.

Owner shall be responsible for all costs and expenses incurred by the addition, change or alteration of said Parcel/Lot. All such work shall be completed in good and workmanlike manner in accordance with all applicable laws, ordinances, rules, regulations and requirements of all governmental bodies or officers having jurisdiction over such work. Before such work is commenced, all required permits and authorizations shall be obtained by Owner. Work shall be in conformance with the plans approved by the Master ARC.

Once the Work is complete (and Certificate of Occupancy received, where appropriate) Owner shall notify the Master ARC or designee to inspect the Work. The Master ARC will provide a Certificate of Satisfactory Completion of Approved Work. Owner's Vendor and/or Owner may submit a Request to Return Construction Deposit for release of the deposit, if any. No deposit will be returned without an inspection and written approval by the Sub Association (if applicable) and Master ARC.

Owner shall pay all costs to repair or replace any portion of the Master/Sub Association Common Areas or surrounding Parcels/Lots damaged by Owner' subcontractors, material suppliers, mechanics or other third parties rendering goods or services to said Parcel/Lot. Repairs/replacement or payment in lieu of repairs/replacement of damaged property shall be accomplished within thirty (30) days of receipt of Notice to Repair and/or Replace Damaged Property from the Master Association ARC or Board of Directors. If the repairs are not commenced, the Master Association Board shall have the work completed at its own expense and the property owner shall be billed for same. In the event the bill is not paid within thirty (30) days written notice from the Master Association, the Master Association shall have the right to levy an assessment against the Parcel/Lot for said costs and expenses. The Association shall have all remedies for non-payment of assessments, including but not limited to lien rights, as provided for in the Declaration of the Association.

Owner expressly understands that the approval or denial of any Master ARC Application will be based upon any grounds, including without limitation, compliance with the governing documents, Local, County, or State law, or aesthetic reasons, to maintain and protect the value of property within PGA Village. The Master ARC is not providing Architectural, Engineering, or

Landscaping oversight or providing any professional opinion about any construction or improvement.

Owner should seek Architectural, Engineering, or Landscaping opinions regarding the project from respective professionals and shall not request or rely on the Master Association or Master ARC for these opinions.

Owner shall indemnify and hold the Master Association and Master ARC free and harmless from and against any and all liability caused by or arising from any acts which may increase the susceptibility to loss of the described property or common areas and any loss, claim or damage by reason of any injury, accident or damage to any person or property, including common areas of the Association arising out of or in any way relating to the addition, change or alteration of the Parcel/Lot, caused completely or in part by any act or omission of Owner, any contractor, or any other third party rendering goods or services. In the event the Master Association and/or Master ARC shall be made a party to any litigation commenced against Owner concerning addition, change or alternation of Parcel/Lot, Owner shall defend, protect and hold Master Association and Master ARC harmless and pay all attorney's fees, costs, and expenses incurred by them in connection with such litigation. In connection with any dispute, litigation enforcement, or interpretation of this Waiver of Liability, Association shall be entitled to recover reasonable attorney's fees, including appellate and post-judgment proceedings, costs and expenses.

The WAIVER OF LIABILITY has been executed on the ____ day of _____, 20__.
The benefits derived by the applicant from the approval of this Master ARC application shall be considered sufficient consideration to support the Owners obligation(s) in this Waiver of Liability.

Witness

Owner

Witness

Owner

**PGA VILLAGE PROPERTY OWNERS' ASSOCIATION, INC.
ARCHITECTURAL REVIEW COMMITTEE ("MASTER ARC")
APPLICATION AGREEMENT AND CONDITION OF APPROVAL**

PGA VILLAGE PROPERTY OWNERS' ASSOCIATION, INC. ("Association"), by and through the PGA Village Architectural Review Committee ("Master ARC"), hereby enters into this Agreement with _____ ("Owner"), as Owner of a Parcel/Lot located at _____, Port St Lucie, FL 34986 ("Subject Property").

Witnesseth, that the Owner has paid the necessary fees as provided in the Schedule of Architectural Review Committee Fees in the Design Review Manual and has entered into an agreement with the PGA Village Property Owners' Association under the conditions listed below. This agreement is a necessary condition before the Master ARC will review the Owner's Application attached hereto and dated _____. This Application describes the project and is hereafter known as "The Work".

WITNESSETH, that Owner, for and in consideration of the sum of _____ Dollars (See Schedule of Architectural Fees in Design Review Manual), and other good and valuable consideration to the Association, the receipt of which is hereby acknowledged, does hereby enter into this Agreement as a condition of the Association's approval of the Architectural Review Committee Application dated _____, and which is attached hereto.

1. Owner agrees that he/she has read and will adhere to the Association's Design Review Manual.
2. Owner agrees that he/she has read and will adhere to all of the Association's governing documents, including, but not limited to, the Declaration of Covenants, Conditions and Restrictions, Articles of Incorporation, Bylaws, and Rules and Regulations of the Association.
3. Owner agrees that he/she has read and will adhere to applicable Sub-Association governing documents, including any applicable Sub-Association ARC guidelines or Rules and Regulations relative to the Work.
4. Owner agrees that his contractors, employees, subcontractors, material suppliers, licensees, and invitees (hereinafter collectively referred to as Contractor) shall perform the Work on the Subject Parcel/Lot in accordance with the completed Application, plans and specifications, including any attachments thereto, as approved by the ARC.
5. Association shall have the authority to charge Owner a Construction Deposit in the amount of \$_____ (Section VIII. Design Review Manual), which may be used to offset damage to the Common areas that result from the Work performed by Contractor on the Subject Parcel/Lot whether such damage is directly caused by Contractor's activities or incidental to same. Should Owner or Contractor not comply with the terms of the Application, plans and specifications, including any attachments thereto, as approved by the Master ARC, or with the terms of this Agreement, said Construction Deposit may be forfeited to the Association in its entirety. In the event of damage to neighboring properties, said deposit shall be held until complaints or grievances are resolved.
6. Owner shall ensure that Contractor abides by the Contractor's Covenants, which is attached as Exhibit D of the Design Review Manual and incorporated herein by reference. The execution of the Contractor's Covenants by Owner's contractor shall be part of this Agreement and a condition of approval of the Architectural Review Committee Application. Both Owner and Contractor shall be subject to the terms of the Contractor's Covenants. Failure to comply with the Contractor's Covenants may result in the immediate forfeiture of any Construction Deposit, as well as all other available remedies provided for in this Agreement, the Association's governing documents, including but not limited to the Design Review Manual, and applicable Florida law.

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7. The Master ARC on behalf of the Association shall have the authority to immediately restrain any Work done on Owner's Parcel/Lot/Lot where the Master ARC determines, in its sole and absolute discretion, that the Work performed has been done in a manner that is not in accordance with the completed Application, plans and specifications, including any attachments thereto, as approved by the Master ARC, or where the Association determines in its sole and absolute discretion, that the Work performed has violated any of the Contractor's Covenants and/or governing documents of the Association.
8. Association and/or Master ARC shall have the authority to restrain any Work done on Owner's Parcel/Lot when Association and/or Master ARC determines, in its/their sole and absolute discretion, that the Owner or Contractor has performed Work or has placed the Parcel/Lot in a condition that is a threat to the health, safety and welfare of the Association Members, or has otherwise been placed in a condition that is harmful or dangerous to the Parcel/Lot.
9. Where the Association and/or Master ARC exercises its authority, pursuant to Paragraph 7 and/or 8 above, to restrain any Work done on Owner's Parcel/Lot, Association shall also have the authority to deny Contractor from entry to Association Property. Additionally, in such an event, Owner shall be obliged to refuse to allow Contractor to enter Owner's Parcel/Lot to perform Work upon said Parcel/Lot. Where Contractor is performing construction/Work independently on a second Owner's Parcel/Lot, pursuant to another Master ARC Application and Agreement, Contractor may be allowed access to PGA Village property solely for the purpose of performing such construction/Work on that second Parcel/Lot, but, in no event, shall be allowed access to Owner's Parcel/Lot where work was restrained, nor shall Contractor be allowed access to PGA Village property for any other purpose. Violation of said access restrictions may be deemed a trespass.
10. The remedies set forth in this Agreement shall be in addition to, and not in place of any and all of the remedies that the Association may have with respect to the enforcement of its governing documents, including, but not limited to, the right to levy fines and/or suspension of Common Area use rights, as well as the right to bring an action for injunctive relief and/or damages.
11. Association has the authority to prevent Contractor from performing Work pursuant to the Application and this Agreement and from entering PGA Village or performing additional Work or construction in the future, when the Association, either through the Board of Directors or the Master ARC, determines, in its/their sole and absolute discretion that said Contractor has violated the terms of the Application, this Agreement, the Association's governing documents, or any applicable Sub Association's governing documents.
12. Owner shall sign the Hold Harmless Agreement, a copy of which is attached as Exhibit A to the Design Review Manual and, once executed, is attached to this Agreement and incorporated herein.
13. No Application to the Master ARC shall be submitted to the Association, and no such Application shall be considered complete until this Agreement and the attached Hold Harmless Agreement are signed and submitted to the Association by Owner.
14. No Application to the Master ARC shall be considered unless Assessments and fines levied against the Subject Parcel/Lot are first paid in full.
15. Owner agrees that any determination whether to use a portion of or to forfeit the entire Construction Deposit, shall be in the sole and absolute discretion of the Association, acting through the Master ARC, or the PGA Village POA Board of Directors. In addition, the Construction Deposit shall not act as a limit upon liability and, to the extent that the cost of damages exceeds the amount of the Construction Deposit, Owner shall be responsible for the entire costs of the damage.
16. Owner and Association agree that any items identified in this Agreement, the attached Contractor's Covenants and the Hold Harmless Agreement shall be as defined in this PGA Village Property Owners' Association, Inc., Agreement and Condition of Approval of Architectural Review Committee Application.

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17. If it becomes necessary to hire an attorney to enforce any provision of this Agreement or the attached Hold Harmless Agreement, the prevailing party shall be entitled to recover their costs and attorney's fees incurred prior to suit, as well as in litigation, appeal, and any arbitration, bankruptcy or administrative proceedings. Any legal proceedings concerning this Agreement shall be brought in the Circuit Court of St Lucie County, Florida. Owner agrees and acknowledges that he/she has/had the opportunity to have this Agreement, and the attachments hereto, reviewed by his/her independent legal counsel.

WITNESS

By: _____

APPLICANT SIGNATURE

PRINT NAME

WITNESS

By: _____

CO-APPLICANT SIGNATURE

PRINT NAME

If applicant has declined independent legal counsel review of the Agreement and Condition of Approval, sign below.

SIGNATURE

DATE

PGA VILLAGE PROPERTY OWNERS' ASSOCIATION, INC.
ARCHITECTURAL REVIEW COMMITTEE

Signature: _____

By _____

[print name] _____

As _____

Exhibit H 01.30.12

PGA VILLAGE PROPERTY OWNERS' ASSOCIATION, INC. ARCHITECTURAL REVIEW COMMITTEE (MASTER ARC) Repair Damaged Property Notice & Remedy	
Applicant name:	Date of Application:
Address:	Daytime Phone:
Cell or Work:	Email:
Project Description:	
PROPERTY MANAGER TO VERIFY - 1 COPY ON FILE	
Sub Association ARC Claim of Deficiency:	Date Filed:
Master Association Claim of Deficiency:	Date Filed:

Certificate of Completed Repair	
Certificate of Satisfactory Sub Association Cure:	Date of Cure:
Certificate of Satisfactory Master Association Cure:	Date of Cure:

Satisfactory Completion of Work/Deposit Return

PGA VILLAGE PROPERTY OWNERS' ASSOCIATION, INC. ARCHITECTURAL REVIEW COMMITTEE (MASTER ARC) Owner REQUEST FOR RETURN OF CONSTRUCTION DEPOSIT	
Applicant Name:	Date of Application:
Address:	Daytime Phone:
Cell or Work:	Email:
Project Description:	
PROPERTY MANAGER TO INITIAL AND DATE AS DOCUMENTS ARE PROVIDED	
Final Form/"As Built" Plans Provided Yes _____ No _____	If Notice to repair issued, signatures of Sub Association and/or neighboring parcel owners that problems cured Yes _____ No _____
Certificate of Occupancy, If Applicable Yes _____ No _____	If Notice to repair issued, signatures of Master Association that problems cured _____ No _____ Yes
Certificate of Satisfactory Completion of Work Form Signed by Sub Association ARC/Board Yes _____ No _____	Parcel/Lot Owner is Current in all Association Dues, Fees and Fines: Yes _____ No _____
Certificate of Satisfactory Completion of Work Form Signed by Master ARC/Master Association Yes _____ No _____	Fee Paid (if required): Yes _____ No _____
Attach documents to this cover sheet	
CHECK SUBMISSION FOR EACH OF THE APPLICABLE	
Plat Plan:	Engineering - Drainage Plan:
Sealed Architectural Plans:	Vendor Brochure(s), If Applicable:
Sample of Materials or Colors:	Landscape Architect Plan:
AFTER COMPLETION OF PROJECT: Management/Master ARC approval	
Final Form/As-Built Plans (if required):	Copy of CO (if required):
Architect Approval (if needed):	Engineering Inspection (if needed):
Management Company Approval of Project:	Master ARC Inspection and Approval:
Sub Association ARC Sign Off for project and common area repairs: Sign and Date	
Deposit Check Released to Owner:	Deposit Check Released to Contractor:

Request for Delegation of Authority to Sub Association for Category One Applications

The _____ (Sub Association Name) hereby requests delegation of authority to it, or an architectural review committee as it may choose, to approve/disapprove Category One project applications as described in the 2012 Design Review Manual of the PGA Village Master Architectural Review Committee.

The local ARC must be aware that all PGA Village Property Owners' Association, Inc. Declaration of Covenants, Conditions and Restrictions, By-Laws, Rules and Regulations, and Master ARC Design Review Manual shall apply. The work shall not negatively impact PGA Village Common Property, surrounding properties, or golf courses.

One copy of all applications considered by the Sub Association will be provided to PGA Village's management company.

For the convenience of the Sub Association, the items in Category One are listed below and the Sub Association can indicate either "All" or the selected types of work it wishes to be responsible for:

Type of Work		Delegation of Authority	
		Yes	
All Types of Cat. One Applications		<input type="checkbox"/>	
		Yes	No
1	Basketball backboards	<input type="checkbox"/>	<input type="checkbox"/>
2	Downspouts	<input type="checkbox"/>	<input type="checkbox"/>
3	Hurricane shutters	<input type="checkbox"/>	<input type="checkbox"/>
4	Minor Landscaping	<input type="checkbox"/>	<input type="checkbox"/>
5	Minor Outdoor lighting	<input type="checkbox"/>	<input type="checkbox"/>
6	Painting	<input type="checkbox"/>	<input type="checkbox"/>
7	Roof Repairs	<input type="checkbox"/>	<input type="checkbox"/>
8	Satellite Dish Location	<input type="checkbox"/>	<input type="checkbox"/>
9	Sculpture/Statuary <24 in. tall.	<input type="checkbox"/>	<input type="checkbox"/>
10	Screen enclosure replacement on existing footprint	<input type="checkbox"/>	<input type="checkbox"/>
11	Solar panel location	<input type="checkbox"/>	<input type="checkbox"/>
12	Replacement of doors/side lights	<input type="checkbox"/>	<input type="checkbox"/>
13	Replacement of windows of like size	<input type="checkbox"/>	<input type="checkbox"/>

Some items designated above may require County Permits.

Approval of this request by the Master ARC is valid until the end of the calendar year. Thereafter, approval may be renewed annually upon written request by the local HOA President.

Sub Association Board President

Chairperson, POA Architectural Review Committee

The Master ARC hereby approves the delegation of Authority for Category One Project Applications as specified in Table 1, to _____ for the period from _____ to _____.
Beginning date Ending date

Chairperson, Architectural Review Committee, for the
PGA Village Property Owners' Association, Inc.

Date

Exhibit K 01.30.12

PGA VILLAGE PROPERTY OWNERS' ASSOCIATION, INC. ARCHITECTURAL REVIEW COMMITTEE (MASTER ARC) ADMINISTRATIVE APPLICATION REVIEW (ONE COPY TO REMAIN IN FILE)	
<i>REVIEWER TO INITIAL ALL ENTRIES ON THIS FORM</i>	
Sub ARC Docs On File:	Vendor Wkr Comp/Liability Ins on File:
Vendor License on File (if required):	Application Agreement and Cond of Approval:
Exhibit D (Contractor Covenants):	Exhibit I (Hold Harmless):
Exhibit G (Waiver of Liability) on File:	County Permit (To be filed after ARC Approval):
Fee Paid (if required):	Deposit Paid (If required):
Sub Association Approval (Attach form with signatures and date):	
Applicant is current in all association dues, fees and fines – Signature of MGR:	
APPLICANT TO PROVIDE 1 COPY OF APPLICATION, 1 RAISED SEAL AND 6 COPIES OF APPLICABLE DRAWINGS FOR ARC REVIEW	
Plat Plan:	Engineering - Drainage Plan:
Sealed Architectural Plans:	Vendor Brochure(s), If Applicable:
Sample of Materials or Colors:	Landscape Architect Plan:
Corrections Necessary:	