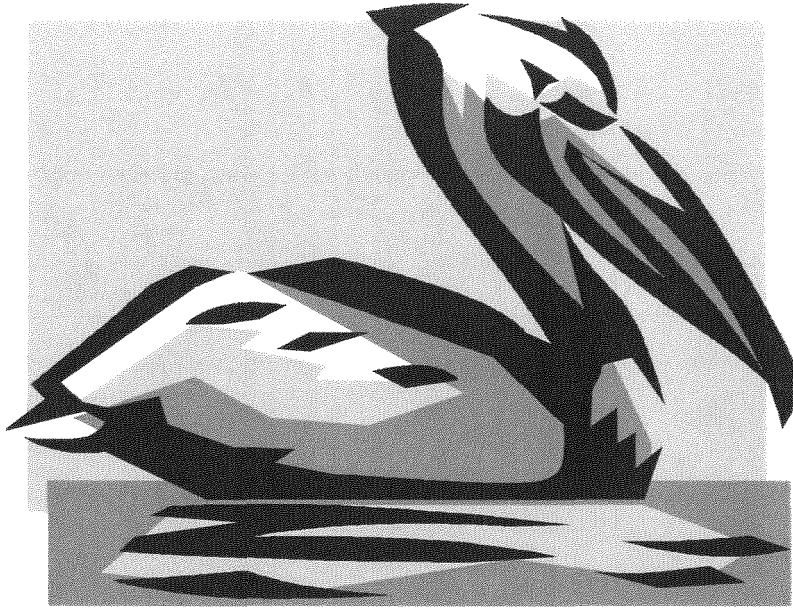


# PELICAN REEF



DESIGN AND DEVELOPMENT GUIDELINES

AND

APPLICATION AND REVIEW PROCEDURES

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# **PELICAN REEF**

## **INTRODUCTION**

The intent of these guidelines is to help assure that Pelican Reef will be a community of quality Dwellings and buildings with tasteful and aesthetically pleasing Architectural designs that are harmonious with surrounding structures and topography. This manual promotes the use of long- lasting materials, high construction standards, and quality landscaping.

Dwellings and other structures shall reflect a Florida Architectural Vernacular, be unobtrusive in form and color, and fit appropriately into the landscaping, both existing and new. Fads and fashions are to be avoided. While a variety of Architectural styles is acceptable to achieve a rich mix, each individual Dwelling must be true to one Architectural style.

The Declaration of Covenants and Restrictions for Pelican Reef (the Covenants) established the requirement for a standing committee called the Architectural Review Board (ARB) whose function it is to review and approve or disapprove plans for any proposed construction, modification, addition or alteration to existing Lots, buffer areas, open spaces and Common Areas within Pelican Reef. The Covenants grant the ARB broad discretionary powers regarding design, construction and development including Architectural style, colors, textures, materials, landscaping, overall impact on surrounding property, and other aesthetic matters, as well as powers to ensure these guidelines are followed.

The ARB has prepared these guidelines to aid builders and/or Owners in designing and constructing Dwellings and other improvements within Pelican Reef. Specifically, they:

- Provide a systematic and uniform design review process.
- Ensure the site placement and design of structures are compatible with existing terrain and vegetation, and complement the community.
- Ensure all Dwellings comply with the Covenants and these guidelines.
- Ensure landscape plans provide pleasant surroundings and functional satisfaction while blending with the natural landscape and neighboring properties.

These guidelines are in addition to all building, use and other deed restrictions associated with Pelican Reef and, accordingly, all builders and/or Owners should familiarize themselves with the provisions of the Covenants. All terms used in these guidelines shall be defined in accordance with definitions used in the Covenants.

The ARB's right to approve or disapprove any proposed matter for any reason supersedes guidance in these guidelines. The ARB will be evaluating each application for total effect, including the manner in which the Dwelling site is developed. This evaluation relates to

matters of judgment and taste that cannot be reduced to a simple list of measurable criteria. It is possible, therefore, that a house plan might meet the individual criteria delineated in these guidelines and still not receive approval if, in the sole judgment of the ARB, its overall aesthetic impact is unacceptable. **The approval of an application for one Dwelling site shall not be construed as creating any obligation on the part of the ARB to approve applications involving similar designs pertaining to different Dwelling sites.**

Approval by the ARB does not constitute approval by any public permitting agency. The City of St. Augustine requires building permits for Dwelling building that will necessitate compliance with local and state building codes. Additionally, the builder and/or Owner may need to obtain other local, state and federal agency approval of plans which may impact wetlands and conservation zones.

The Owner is required to commence construction within eighteen (18) months from the date of closing. An extension of eighteen (18) months to give a total of thirty-six (36) months may be obtained for a fee of \$500. An additional two (2) eighteen (18) month extensions can be obtain for an additional \$500 each. This provides a total of seventy-two (72) months to commence construction. The Owner shall complete construction within ten (10) months of commencement. This provides for a maximum of eighty-two (82) months to complete construction from initial purchased provided that all possible extensions have been purchased.

## **THE REVIEW AND APPROVAL PROCESS**

### **General:**

The design review and construction processes address the following elements:

1. Fees and Deposits
2. Preliminary Review
3. Final Approval
4. Inspections
5. Conduct

Thorough and timely submission of information along with compliance with the standards set forth in these guidelines will prevent delays and minimize frustration of all parties involved. Questions concerning the interpretation of any matter set forth in these guidelines should be directed to the ARB Chairperson.

A two-step review procedure, preliminary review followed by final approval, will help ensure improvements built within Pelican Reef are of the highest quality while taking into account the desires of the builders and/or Owner to complete construction in a timely

manner. The preliminary review is designed to allow the builder/Owner to get an initial read from the ARB on their desired Dwelling design.

**IMPORTANT NOTE:** The Architectural Review Board requires that a licensed contractor/builder and/or Owner do all building with demonstrable experience in building custom Dwellings. The ARB reserves the right to reject an application for approval on the basis of builder and/or Owner qualification and/or past ARB experience with the builder and/or Owner. The Owner is responsible for assuring that a qualified Builder is employed and that he uses fully qualified and licensed sub-contractors. If there are any questions regarding a builder and/or Owner's qualifications, the ARB should be contacted. Owner builders must provide a general contractor's license, proof of adequate insurance and/or bond.

In the event a pool, spa or dock is constructed concurrently with the original construction of a Dwelling and that construction is under the control of the Dwelling builder and/or Owner, no additional review fee or construction deposit is required. All plans for all structures are to be reviewed at the time of the preliminary and final approval in order for this exemption to apply. However, when the builder and/or Owner of the Dwelling submits the plans at a later date, or when the builder and/or Owner of the Dwelling is not the Owner's contractor for the pool, spa or dock, then the additional fees will be required. The fee(s), required with the ARB application, are as follows:

**Application Fees:**

- |  |        |
|--|--------|
| A. New Dwelling Construction – Preliminary and Final Reviews and Inspections (includes Architect time up to a total of four (4) hours, and \$300 for inspections). Any additional architect or inspector time will be billed as outlined below.)   | \$1000 |
| B. Major Alteration or Addition - a structural or site modification taking place after the original construction that is significant enough to warrant the issuance of a building permit by a governmental authority. This includes pools, spas and docks. (Fee includes up to two (2) hours of architect review time and \$100 of inspection time). Any additional architect or inspector time will be billed as outlined below.) | \$500  |
| C. Minor Alteration- structural or site modifications of structural or site modifications of a relatively insignificant nature not requiring a building permit, such as a fence, roof, color change, landscape change, etc. If architect or inspection time is required, each hour will be billed as outlined below.   | \$50   |
| D. Changes to or Resubmission of Plans - whenever a submission for which the ARB previously granted Final Approval is resubmitted for  | \$100  |

Review and Approval to the ARB due to a change in the originally approved plan. This fee includes no architect or inspection time. If architect or inspection time is required, each hour will be billed as outlined below.

- E. Additional architect or inspector time – any additional hours, or part thereof, over the allotted architect or inspector time will be billed at the actual cost to the ARB Actual Billed Cost

**Construction Deposit:**

Builder and/or Owner shall deposit funds with the ARB according to the following schedule to be held by the Association in a non-interest bearing account until the improvements are complete and the ARB performs its Final Inspection:

New Dwellings or Major Addition	\$7,500
Pools and In-ground Spa	\$4,000
Any other improvement requiring Construction Equipment	\$4,000
Docks, Decks and Deck Enclosures	\$2,000
Minor Alteration – No Building Permit and no Major Construction Equipment	\$0

If the ARB needs to use these funds for any of the purposes listed below, the ARB shall, except in an emergency, give the builder and/or Owner ten business days within which to begin to correct the problem. If the action is not begun within that time, the ARB has the authority to remedy the situation and withdraw funds from the construction deposit to cover the expenses. Furthermore, the ARB has the authority to impose fines; this will be done only after a builder and/or Owner is given notice and time to rectify the situation warranting the fine.

There will be a five percent (10%) non-refundable fee deducted from all construction deposits. These funds will be allocated to remediate damage (that could not be attributed to any specific construction project) to the common areas, roads, signs, etc. within Pelican Reef.

The builder and/or Owner must replace any funds withdrawn from the construction deposit within seven (7) days of notification of the withdrawal by the ARB. The ARB may deny access to the building site over roads of the Association in the event of a failure to replace funds or repair the damage.

The construction deposit will be used to offset any costs incurred by the Association or the ARB in order to:

- Repair damage to any property known to be caused by the builder and/or Owner or his subcontractors, suppliers and representatives during construction;
- Pay for the cost of any cleanup of the site and adjacent property not performed by the builder and/or Owner;
- Bring the Dwelling site and any structures thereon into compliance with the requirements of the Covenants;
- Recover legal fees and other costs incurred by the ARB in order to correct any construction or alteration not performed in substantial compliance with the plans receiving Final Approval; and
- Pay any fines or penalties imposed by the ARB or the Association for violation of any rules of conduct or regulations governing use of property within Pelican Reef (See Violation Fine Schedule, Attachment #1).

**The builder and/or Owner shall not submit for any local government permits prior to obtaining ARB final approval unless requested by the ARB.**

#### **Preliminary Review:**

All builders and/or Owners are encouraged to submit preliminary or conceptual drawings and specifications or other information to the ARB for Preliminary Review prior to the Final Approval. The "Architectural Review Board Transmittal Form (Attachment #2) shall be used as a cover sheet for this submission. While Preliminary Review is not required, it is provided for the convenience of Builder and/or Owners in order that they may receive preliminary or conceptual guidance of building and landscape plans prior to preparing and submitting the required detailed plans and specifications.

The ARB will review the information at a regularly scheduled meeting and indicate its approval or disapproval, and recommendations as to the plan. A preliminary approval granted by the ARB does not constitute approval for beginning construction, but only approval of the conceptual information being reviewed. All surveys and tree surveys are to be done by a Florida licensed surveyor. Submittals for Preliminary Review of any new Dwelling construction shall include at a minimum two (2) sets of the following and one electronic submission of the same data (using word, PDF or JPG formats). The house plans shall be designed by a Registered Florida Architect or qualified Architectural Designer, and a Registered Florida Landscape Architect or Landscape Designer:

- A. The Architectural Review Board Transmittal Form (Attachment #2)
- B. The Design Review Application Form (Attachment #3).
- C. A survey of the Dwelling site prior to the proposed construction.
- D. A tree survey done by a licensed arborist. The survey should show all trees that are to



- be removed.
- E. Photographs of the Dwelling site taken from each corner.
  - F. Photographs of the Dwellings directly adjacent to and across from the Dwelling site.
  - G. Conceptual site plan showing the location and dimensions of all improvements and setbacks. In the event the neighboring Lot(s) have been developed, show the location of the house on the site plan.
  - H. Conceptual floor plan.
  - I. Conceptual exterior elevations.
  - J. Conceptual Landscape including tree survey.
  - K. Soil report from a Florida licensed geotechnical engineer
  - L. Such other information, data and drawings as may be reasonable requested by the ARB.
  - M. The required application fee

**Final Review and Approval:**

No construction of the building or structural improvement, no clearing, landscaping or other site improvements, and no alteration or addition to any existing structure or site improvements shall be made on any property until the plans and specifications showing the proposed design have received final approval by the ARB and the ARB specifically authorizes construction to start. Also, final approval will not be granted when the Association assessments for the Lot have been deemed delinquent. Builder and/or Owner shall not submit for any local government permits prior to obtaining ARB final approval without specifically be authorized to do so by the ARB.

The final approval submittal must incorporate all ARB comments from the preliminary review submittal.

The ARB will notify builder and/or Owner of final approval and will authorize construction to begin by letter. Before actual clearing of the Lot, the builder and/or Owners will meet with an ARB member to discuss trees to be preserved and the proposed drainage plan for the Lot. Construction must commence within six (6) months of the date of final approval or final approval becomes void. Construction must be completed within twelve (12) months of final approval.

ARB approval is not in any way an assumption of liability or an endorsement of the structural design or engineering of the buildings, nor does it render judgment on compliance with local building codes. If final approval is granted subject to conditions, the conditions shall be satisfied within sixty (60) days of issuance or final approval shall be void unless extended by the ARB.

The Architectural Review Board Transmittal form shall be used as a cover sheet for the final approval submittal and shall include at a minimum two complete paper (2) sets and one (1) electronic set (word, PDF and JPEG formats) of the following:

- A. The Architectural Transmittal Form (Attachment #2) and the Design Review Application Form (Attachment #3) in the event the preliminary review is skipped or if there have been changes since the preliminary submittal.
- B. Site plan at a minimum scale of 1"=10' showing: a clearing and grading scheme with proposed and existing land contours, grades and flow of the site drainage system with relevant elevations shown; location, size and species of any tree having a diameter of six (6) inches or more; and, the dimensions and locations of all buildings, access drives, parking, utilities (sewer, water, telephone, TV cable, etc.), street pavement location, and all other proposed improvements to the site. Note which trees will be removed.
- C. Landscape and Irrigation Plans: The final landscape and irrigation plan shall refine the conceptual plan taking into account remaining natural vegetation. The final plans shall be at a minimum scale of 1"=10' showing: the size, type and location of existing and proposed trees; the location of all planting areas including existing plant material incorporated into the plan; a listing of the species and size of all stock at the time of planting; and an irrigation plan.
- D. Plans at a minimum scale of 1"= 10" for all floors, cross sections and finish elevations including projections and wing walls (floor plans should also show total square feet of air conditioned living area).
- E. Plans, elevations, types of materials and other information associated with any other site improvement or ornamentation, exterior lighting, walls, fencing and screening, patios, decks, pools, porches, and signage.
- F. Samples and color chips of all exterior finishes and materials to be incorporated into the plan including roof samples.
- G. Such other information, data and drawings as may reasonably be requested by the ARB.
- H. Application Fee if a Preliminary Review was not done.
- I. Compliance Agreement (Attachment #4)
- J. The Construction Deposit, which is due five (5) business days after permitting by the City of St. Augustine and prior to beginning construction.

In the event the Preliminary Review is skipped, the final submittal shall also include the survey, soil report, photos and tree survey required for the preliminary review, along with the application fee.

The Builder and/or Owners shall have trees slated for preservation marked for an on-site review by the ARB prior to submission of the Final Approval application to the ARB.

#### **Alteration/Addition Review:**

If, after the initial new Dwelling construction, an Owner desires to alter, add to, or in any way change the exterior appearance of the Dwelling, sufficient information shall be submitted to the ARB to allow it to fully understand the proposed alterations or addition. Such information could be as simple as a letter with a material sample or picture, or as complex as the above-stated submittals; the specific requirements will be decided by the ARB on a case-by-case basis. Construction work cannot begin until ARB approval is received.

### **Compliance Agreement**

Prior to initiating construction, the Owner and the builder shall sign the Compliance Agreement (Attachment #4). This agreement shall be submitted with the construction deposit.

### **Interim Inspections:**

The ARB members will monitor the activities and progress of the builder and/or Owners and their sub-contractors closely throughout the construction phase. This monitoring includes both the construction activity/progress and conformance with rules and regulations governing use of property within Pelican Reef.

Unless otherwise approved by the ARB, construction must be completed within twelve (12) months of the date of final approval.

The ARB shall have the right to enter upon and inspect any property at any reasonable time before, during, or after the completion of work for which approval is required under these guidelines.

Interim inspections will be required at the following points during construction:

1. **After pouring the foundation, but prior to any other construction, the builder and/or Owner will notify the ARB to confirm foundation location as shown on the approved final plans.** The ARB will inspect the foundation within five (5) business days of official written notification to the ARB.
2. Interim inspections as needed or desired by the ARB.

### **Final Inspection**

Upon completion of construction (including final grading, driveways, walks, porches, decks, pools/spas, and final landscaping), a builder and/or Owner shall give written notice to the ARB using the Construction Completion Transmittal form (Attachment #5). Attached to the notice shall be a final "as built" survey and a copy of the Certificate of Occupancy for the newly constructed improvement. The ARB will then conduct a final inspection and provide the results by letter. Provided the inspection determines that the improvements were constructed in substantial compliance with the plans and specifications submitted for final approval, the ARB will return the Construction Deposit (less any amount withheld for reasons described above).

Builders and/or Owners are forewarned that the Covenants grant to the ARB broad discretionary powers regarding the remedy or removal of any non-complying improvement constructed within Pelican Reef. In this regard, if the ARB finds that any improvement was not performed or constructed in substantial compliance with the submittals receiving Final Approval, the ARB may remedy or remove the non-complying improvement and charge the action to the builder and/or Owner.

**Conduct:**

All builders and/or Owners shall be held responsible for the acts of their employees, subcontractors, suppliers and any other persons or parties involved in construction or alteration of the Dwelling site. The ARB will impose violation fines per the violation fine schedule (Attachment #1). In this regard, a builder and/or Owner shall be responsible for the following:

- A. Ensuring that the construction site and adjacent swales are kept clean and free of all debris and waste materials, and that stockpiles of unused materials are kept in a neat and orderly fashion. Placement of dumpsters on the site is required before the start of plumbing work.
- B. Ensure that heavy equipment/trucks do not damage the roadways or Common Areas; specifically, do not break down the road edges or leave large ruts in the swales.
- C. Ensuring there is no burning
- D. Installing silt fencing on sites that create the possibility of sand/soil eroding off the Dwelling site; this includes all Lots that adjoin lakes, buffer areas and wetland tracts.
- E. Maintaining portable toilets at the construction site from the completion of site clearing. .
- F. Prohibiting the consumption of alcoholic beverages, illegal drugs or other intoxicants that could hamper the safety or well being of other personnel on the site or affect the quality of workmanship. Violators will be removed and repeat offenders will not be allowed into Pelican Reef for six (6) months.
- G. Ensuring that all those for whom the Builder and/or Owner are responsible are properly insured.
- H. Ensuring that all those for whom the Builder and/or Owner is responsible do not commit any violations of the rules and regulations of the ARB.
- I. Limiting working hours for construction personnel to 7 a.m. to 8 p.m. Monday through Saturday. No construction work will be allowed on Sundays or the following holidays: New Year's Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day and Christmas Day. The ARB may allow exceptions to this rule under special circumstances and with prior written authorization.
- J. Prohibiting construction personnel from having children or pets in Pelican Reef.
- K. Prohibiting construction personnel from having firearms or other weapons anywhere in Pelican Reef.
- L. Prohibiting the playing of music or other sounds from non-construction activities. Builder and/or Owner are reminded not to use loud foul language.

- M. Prohibiting use of adjacent property for access or storage of material or equipment.
- N. Limiting all builder and/or Owner, employees, subcontractors and suppliers to construction related activities at the designated site only. (NO FISHING, NO SWIMMING, NO TOURING, ETC.)
- O. Ensuring all builder and/or Owner, employees, subcontractors and suppliers use only designated construction access routes as described by the ARB and allowing them to enter or leave on foot.
- P. Prohibiting construction vehicles on "Paul's Alley".

**Appeal:**

If an application for Preliminary Review or Final Approval has been denied, if an approval is subject to conditions which a builder and/or Owner feels are harsh or unwarranted, or if there are disputes of any other matter related to actions of the ARB, the builder and/or Owner may request a hearing before the Board of Directors (BOD). At the hearing, the builder and/or Owner will be allowed to present their position on the matter and make requests or recommendations as to an alternative action. After the hearing, the BOD will review the information presented and notify the builder and/or Owner of its final decision on the hearing within forty-eight (48) hours. The decision of the BOD regarding the matter shall be final.

**Disclaimer:**

In connection with all reviews, acceptances, inspections, permissions, consents, or required approvals by or from the Association or the ARB contemplated under these guidelines, neither the ARB, any member of the ARB nor the Association shall be liable to an Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against any Owner or such other person and arising out of or in any way related to the subject matter of any such reviews, acceptances, inspections, consents or required approvals, whether given, granted or withheld by the Association or the ARB. Approval of any plan by the ARB does not in any way warrant that the improvements are structurally sound or in compliance with St. Johns River Water Management District or other governmental agencies' regulations and codes, nor does it eliminate the need for approval from the City of St. Augustine nor any other governmental agency.

**GENERAL COMMUNITY GUIDELINES**

**General:**

No structures or accessory structures shall be erected, placed or permitted to remain on any Lot other than one single family Dwelling constructed in accordance with the ARB approved plans, except for temporary improvements discussed below. The term "structure" as used herein shall include, but is not limited to: Dwellings, clotheslines, garages, shed, out-buildings, walls,

barbeque pits, balconies, patios, satellite dishes, radio or television antennas, recreation facilities such as pools, spas, basketball courts or goals, tennis courts, shuffleboard, courts, and lawn decorate object such as statues, tables, etc.

No building or structure, including an addition to a Dwelling shall be erected or placed upon, altered or permitted to remain on any Lot unless and until the Owner submits the floor plan, elevation, site clearing plan, and abbreviated specification and such plans have been reviewed and approved by the ARB, as hereinafter provided. The ARB shall review the proposed building or structure (including plans and specification for same) as to the quality of workmanship and materials, the harmony of the exterior design and location of the building or structure with existing buildings or structure, the location of the building or structure with respect to topography, vegetation and the finished grade of elevation of the Lot, and any other relevant consideration what are based on acceptable standard of planning, zoning and construction, including consideration based exclusively on aesthetic factors.

**Grounds:**

The areas included within the Lot line of each individual Lot, but not included within the Dwelling constructed on such Lot, such areas being hereinafter referred to as “grounds” shall be used for normal and customary yard purposes.

**Temporary Improvements:**

No structure of a temporary character, trailer, tent, shack, barn, shed or other outbuilding shall be permitted on any Lot at any time.

However, trailers, temporary buildings, barricades, temporary power poles and the like may be permitted during the construction of a permanent improvement, provided that the ARB shall have approved the design, appearance, and location of the same. Such structure shall be reasonably neat in appearance, no larger than eight (8) feet by ten (10) feet and shall be place on the Lot no farther forward than the main residential building, and not on the road right-of-way. All such temporary improvements shall be removed prior to the ARB Final Inspection.

**SITE DEVELOPMENT GUIDELINES**

**Site Placement:**

All buildings and other improvements shall be placed as approved by the ARB. Large, old growth trees cover much of Pelican Reef. They are invaluable and it is the goal of the ARB to keep as many of these trees as possible. The ARB expects all builders and/or Owners to go to extremes to achieve this goal and, therefore, the existing topography and landscape shall be disturbed as little as possible. The ARB will review the proposed location of all improvements on the site prior to Lot clearing.

**Setbacks:**

"Setback Line" is defined as prescribed by the City of St. Augustine zoning regulations. All front side and rear Lot line construction setback restrictions shall be in conformance with the Code as prescribed by the City of St. Augustine Zoning Regulations, or the Pelican Reef Covenants and ARB guidelines, whichever is more stringent.

The minimum setbacks for the Pelican Reef (except for those designated as patio Dwellings on Spoonbill Point Court) shall be as follows:

- Front Yard - Twenty (20) feet from the front Lot line to the eave drip line. As a note, there is a fifteen (15) foot HOA Common Area between the edge of the pavement and most Lot lines.
- Rear Yard- Ten (10) feet from the construction setback line, conservation zone, or rear swale, whichever is applicable, to the eave drip line.
- Side Yard - Ten (10) feet from the side property line to the eave drip line.

For patio Dwellings on Spoonbill court, "Setback Line" is defined as follows:

- Front Yard- Fifteen (15) feet from the front Lot line to the eave drip line. As a note, there is a fifteen (15) foot HOA Common Area between the edge of pavement and most Lot lines.
- Rear Yard- Ten (10) feet from the construction setback line, conservation zone, or rear swale, whichever is applicable, to the eave drip line.
- East Side Yard- Ten (10) feet from the side property line to the eave drip line
- West Side Yard- Six (6) INCHES from the side property line to the eave drip line

No building or structure, including screened porches and screened swimming pools, shall be erected so as to encroach, at ground level, into any of the setback lines. The location of normal air conditioning units, pool equipment and their required screening within setback areas is permissible as long as it is in conjunction with an approved structure on the Lot and meets City of St. Augustine codes.

If the building is one hundred (100) feet or more from the high water mark, (outside property boundary), then you do not need a public hearing to build. Those Lots that require the hearing need to submit a tree survey showing the outline of the Dwelling, driveways, pool, etc. as well as showing the distance to the conservation zone.

No portion of any driveway or sidewalk shall be located closer than three (3) feet of a side or rear property line.

**Drainage and Grading:**

Special attention shall be given to proper site surface drainage; grading shall not interfere with natural drainage flows and runoff from one Dwelling site will not discharge onto surrounding Dwelling sites. All gutters must drain through an underground flexible pipe to the rear of the property unless otherwise specified by the ARB. Paved areas shall be designed to allow surface water to drain naturally and not allow water to collect or stand. Site plans shall show the drainage plan for the Dwelling site. **Before final grading of the Lot, check with the ARB for the elevation of the front yard swale (which varies from the site to site) and the type/size of the culvert.** The rear yard swale needs to be ten (10) feet wide with the bottom of the swale at four (4.0) foot elevation and the top of the outside swale is at four (4) feet six (6) inches.

**Soil Conditions:**

Each Lot will be required to have a soil report completed in order to have the engineering for the foundation evaluated. All Lots will require a deep foundation base (using pilings) or an alternate (surcharge) method.

**Easements:**

No structures, including walls, fences or paving shall be located in any drainage easements, utility easements, conservation zones, lake maintenance easements or buffers except that driveways may cross utility and drainage easements at the front of Lots. The grade of such easements shall not be changed and plantings in easements shall be limited to grass and small shrubbery.

**Wetland Tracts:**

The following is prohibited in Wetland Tracts: filling, draining, flooding, dredging, impounding, clearing, cultivating, excavating, constructing, or erecting in, or otherwise altering or improving a Wetland Tract, including changing the grade or elevation, impairing the flow or circulation of water or reducing the reach of water. Builders and/or Owners on Lots adjacent to Wetland Tracts must take great care to protect them.

**Conservation Easements – Front and Rear****Front Swale:**

The ARB will establish the grading and fall criteria for each new Dwelling site. See Attachment #10 for specifications for front and rear swales.

No other alteration of the buffer is allowed without prior written authorization from the St. Johns River Water Management District. Any damage to a buffer shall be repaired as soon as possible by the Owner of the Lot.

**Rear Swale:**

There is a ten (10) foot rear buffer extending across all Lots containing or adjoining the



marsh or waterway Conservation Easement. This ten (10) foot buffer must be a grassed or sod area with the lowest elevation at four (4) feet and a water sheet flow discharge elevation at four (4) feet six (6) inches provided by the St. Johns River Water Management District. See Attachment #10 for specifications for front and rear swales.

Any improvements located within the Conservation Zone shall be submitted to the appropriate authorities for approval prior to commencement of construction. This includes, but is not limited to: St. John. River Water Management District, Fl Department of Environmental Protection, US Army Corps of Engineers, Fl Fish and Wildlife, and the City of St. Augustine. The ARB may require approval letter prior to their approval of any structure in the conservation zone.

Sight distances at rear Lot lines relative to waterfront and marshfront Lots shall have no fence, walls, hedges, shrubs, plantings, etc. that would disturb the sightline of any rear Lot or marshfront rear Lot over the rear twenty (20) feet adjacent to the conservation zone and shall be limited to six (6) feet in height above mean sea level. No trees, shrubs, planting etc. shall be allowed to remain within this rear twenty (20) foot setback unless the foliage is pruned to less than six (6) feet in height above mean sea level to preserve an open sideline view.

#### **Docks, Piers and Bulkheads for Intracoastal and Marshfront Lots:**

On Intracoastal frontage or marsh frontage Lots, no building, pier, dock, bulkhead or other shoreline improvements outside of jurisdiction control line may be built without the approval of the ARB and other affected governmental agencies, including, but not limited to City of St. Augustine Planning and Zoning Board, Corps of Engineers, Department of Natural Resources, Department of Environmental Regulation, and the St. Johns River Water Management District. No boat lifts or dock or pier boat houses will be allowed on the piers or docks, except those for open boats up to eighteen (18) feet in length, and with approval of the ARB.

Decks/piers will be allowed over drainage swales as long as they are not in conflict with City, State or other Governmental regulations.

#### **DWELLING GUIDELINES**

##### **General Architectural Scheme:**

To achieve the quality neighborhood desired, Pelican Reef established Architectural and construction philosophies. Dwellings and other structures shall reflect a **Florida Architectural vernacular**, be unobtrusive in form and color, and fit appropriately into the landscaping, both existing and new. Fads and fashions are to be avoided. While a variety of Architectural styles is acceptable to achieve a rich mix, each individual Dwelling must be true to one Architectural style. The common construction elements shall be of high quality design and material.

There are different and specific Architectural style guidelines for Spoonbill Point Lane and Fiddler Crab Court. See Attachment #8 for specific details.

The architect should be sensitive to existing structures and the adjacent environment. Each Dwelling is part of the total neighborhood and should not be an individual creation or Architectural entity, arbitrarily placed on the Lot. The various designs should complement and enhance the neighboring properties through consistencies of scale, quality of materials and harmonious colors. The ARB will pay special attention to the rear elevation of Dwellings on Waterfront Lots.

The ARB has a goal to retain as many of the old growth trees as possible. This is discussed in the Site Development Guidelines. In order to achieve this goal, the ARB encourages stem wall construction, limiting the amount of fill on those Lots where it deems necessary.

**Minimum Dwelling Size:**

The minimum square feet of heated/air conditioned living area required for main residential Dwelling structures is two thousand two hundred (2,200) square feet. The minimum square feet of heated/air conditioned living area required for patio Dwellings is one thousand four hundred (1,400) square feet. These minimum requirements are exclusive of porches, decks, garages and other unheated spaces.

**Lot Coverage:**

All Structures on a single Lot shall not have a total roof area (including eaves) exceeding forty percent (40%) of the buildable Lot area.

**Dwelling Heights:**

The maximum height of Dwellings shall be thirty five (35) feet from the nine (9) foot finished floor elevation (FFE). Maximum height is forty-four (44) feet above mean sea level. Dwelling heights shall be compatible with adjacent buildings. Height shall be measured to the top of the highest element.

**Finished Floor Elevations (FFE):**

Each Lot has a specified minimum finished floor elevation of nine (9) FFE. All Owners and Builders should also take into consideration FEMA's requirements for flood insurance. Living area elevation shall be a minimum of nine (9) feet above mean sea level.

**Exterior Materials:**

Recommended exterior finishes include stucco, brick, wood shingles, lapped board siding, limestone, coquina or coral natural stone or wood siding. It is recommended when utilizing wood

siding, the siding be used as a compliment material and not the major component. **All materials, textures and colors must be approved by the ARB.** Exposed concrete block and concrete brick walls are not acceptable. Concrete block can be used for the foundation wall with stucco covering or an approved heavy textured coating.

#### **Exterior Features:**

Exterior window and door trim and similar decorations may be of same, complementing or contrasting color and material. Compatibility shall be considered by the ARB in accepting proposed trim and decoration. Windows and doors shall be manufactured with finishes capable of resisting chalking and fading for a twenty (20) year life cycle in a salt-air atmosphere.

All windows are to be single or double hung, or casement and the style shall be compatible with the Architectural style of the Dwelling. Screens are permitted, but must have gray screening material. Aluminum awnings, reflective glass and jalousie-type windows are prohibited. The use of glass block windows shall be limited to side and rear elevations.

Exterior doors and sidelights with stained, colored, leaded, or etched glass will be permitted when approved by the ARB. A spec sheet is required showing the glass design and colors for the door and/or sidelights. The ARB may approve storm or screened doors when they are compatible with the Dwelling's Architectural style.

Screening of front porches and entrances is prohibited. If screening of side or rear porches and patios is desired, then the finished product must look as if the porch or patio is open with all Architectural features intact.

#### **Exterior Colors:**

The color palate shall be compatible with the Architectural style of the Dwelling. Exterior colors shall be indicated on the ARB Design Review Application and approved by the ARB. Samples and/or color chips of all exterior colors are required with final submittal. Any changes in the exterior colors made in future re-paintings shall be regarded as a Minor Alteration or Addition, subject to approval by the ARB.

Paints shall resist chalking and fading for a ten (10) year life cycle. The ARB will require repainting of materials that fail to maintain acceptable appearance.

#### **Roofs:**

Roof pitches shall be compatible with the Architectural style of the Dwelling. The minimum roof pitch shall be:

- a) Flat Tile – minimum roof pitch is 6:12
- b) Barrel Tile – minimum roof pitch shall be 5:12

- c) Metal Roofing – minimum roof pitch shall be 4:12
- d) South Florida Vernacular or “Bermuda” style home, which typically used a flat roof tile on a very low pitch on a single story home, the minimum roof pitch shall be 3:12.

Other roof pitches will be considered on a case-by-case basis. Flat roofs shall not be permitted on the main portion of the structure, except as a minor subordinate element in conjunction with a pitched roof design. The ARB shall have discretion to approve such roofs on the main body of a building, but only if consistent with the Architectural style. No built-up roofs shall be permitted, except on approved flat surfaces. The roofing material must be Architecturally compatible with the style of the Dwelling. Copper shall be specified only for aesthetic details. Flues, vents and skylights shall be on rear slopes so as not to be visible from the street and are to blend in with the color of the roofing material.

Approved roof materials are:

- a. Cement tiles manufactured for maximum density and resistance to moisture.
- b. Architectural cedar shingles, sawed or handsplit
- c. Asphalt shingles of a quality of not less than a 25 year warrant
- d. Clay tile either barrel or lat especially manufactured for maximum density and resistance to absorption
- e. Woodruff masonite
- f. Natural slate
- g. Metal only if approved by the ARB

Galvanized sheet metal is not recommended for roof valley, flashing and drips. Only certain highest quality complete metal roofs will be considered. If sheet metal for roof valleys, flashings, drips downspouts, gutter, etc., is other than copper material, it shall be painted to blend with the shingles. All roof materials such as vent stacks and roof vents, shall be painted to match roof color and not visible from the street. The use of solar energy providing devices (active and/or passive) are subject to the approval of the ARB.

### **Chimneys:**

Any exposed portion of a chimney outside of the building shall be constructed solely of brick, stone or stucco with Architecturally compatible materials keeping with the design of the Dwelling. If the fireplace is a metal (self-insulated) type with a metal spark arrester at the top of the chimney, this arrester must have a cowl or surround of a material approved in advance in writing by the ARB and be a color approved by the ARB. No unpainted aluminum or other metals may be left exposed.

### **Garages:**

All Dwellings shall include a garage adequate to house at least two (2), but not more than 4 (4),

large-size American automobiles. Garages must meet a minimum of nine (9) finished floor elevation by City code unless hydrostatic vents are installed. The ARB recommends side/courtyard entry garages. The garages shall have a minimum distance of twenty-eight (28) feet from the garage door to the side Lot line. This will allow a minimum of twenty-five (25) feet of driveway at the garage for proper vehicle access plus a three (3) foot landscape buffer to the adjacent Dwelling site.

All garages shall have a minimum width of twenty (20) feet and a minimum depth of twenty (20) feet, excluding areas occupied by hot water heater, air conditioning equipment or clothes washer or dryers. Dimensions shall be from inside wall to inside wall. Floor space allocation for each automobile shall not be less than ten (10) feet in width and twenty (20) feet in length. No garage shall be less than four hundred (400) square feet of total floor space for automobiles, not including space required for hot water heaters, and HVAC equipment or other equipment and appliances commonly located in garages.

All garages must have either a single overhead door with a minimum door width of sixteen (16) feet for a two (2) car garage, or two (2) sixteen (16) foot doors for a four (4) car garage, or two (2), three (3) or four (4) individual overhead doors, each a minimum of ten (10) feet in width and a service door. Garage doors are to be equipped with automatic door openers and shall be paneled or louvered, not flat. Screened garage doors are prohibited.

No carports shall be permitted, although this does not include porte-cocheres.

All garages shall be constructed of the same exterior materials and colors as the main structure. Garages when detached shall be constructed of a material that is similar in appearance to the exterior materials of the buildings, and the color of the garage doors shall be compatible with the color of other exterior finishes of the building.

No garage shall be converted into living space unless a garage in compliance with these provisions is constructed in its stead and unless the façade of the enclosed garage and the new garage is approved by the ARB in compliance with these restrictions.

## **ANCILLARY EQUIPMENT AND STRUCTURES**

### **Driveways:**

Parking spaces, garages, curb cuts and the driveway to the garage shall be planned and executed in an attractive and functional manner and shall consider the location of existing trees, topography and compatibility with surrounding improvements. All Dwelling sites shall have a paved driveway of stable and permanent construction at least sixteen (16) feet wide where the pavement connects with the street. Circular driveways in the front setbacks are encouraged to provide off street guest parking. Circular driveways shall have a minimum of ten (10) feet in

width. All driveways shall be constructed of material approved by the ARB. All driveways shall have a minimum width of twenty-five (25) feet at the garage to provide for proper automobile access into the garage.

**Energy Efficiency:**

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

**Solar Energy:**

Solar energy and other energy devices are not prohibited or discouraged, but the design and appearances of such devices will be closely scrutinized and controlled to assure consistency with neighborhood aesthetics. No solar panels shall be allowed where visible from any street. Request for approval of installation of any type of solar equipment shall be included in the development plan and must be approved in accordance therewith by the ARB.

**Antennas:**

Antennas, aerials and similar equipment, including satellite dishes and antennas are to be placed, screened or landscaped so as to be hidden from view as long as such landscaping or placement does not affect the quality of reception or unreasonably increase the cost of obtaining the antenna. Nor shall such antenna or satellite dish be placed in any position where it might create a safety hazard or potential nuisance. Satellite dishes shall not exceed twenty-four (24) inches in any dimension. The ARB shall review the placement of all such equipment.

**Window Air Conditioners:**

No window air conditioners shall be permitted.

**Hurricane Shutters:**

Hurricane shutters, supports and hardware are subject to review and approval of the ARB. Any supports or hardware that remain permanent elements shall be finished to match the adjacent Architectural element (i.e. stucco, window frame, trim band, etc). Hurricane shutters are to be closed no earlier than the official hurricane watch and are to be taken down (or opened) seventy two (72) hours after the official watch has been lifted.

**Equipment Screening:**

The A/C, pool, fuel tanks, gas and electric meter, and other equipment must be placed in such a way to conceal them from view from roads and adjacent properties. If the equipment is at least five (5) feet away from the property line (but within the ten (10) foot setback), the equipment must be enclosed with a six (6) foot tall solid wood fence or landscaping. If the equipment is within two (2) feet of the property line, a six (6) foot masonry wall with finish to match the house is required to screen the equipment.

**Utility Services:**

No lines, wires or other devices for communication purposes, including telephone, television, data and radio signals, or for transmission of electric current or energy shall be constructed or placed on any Dwelling site unless the same shall be in or by conduits or cables constructed, placed and maintained underground or concealed in, under or on buildings, or other approved improvements. Above ground electrical transformers and other equipment may be permitted if properly screened and approved by the ARB. In addition, all gas, water, sewer, oil, and other pipes for gas or liquid transmission shall also be placed underground whenever possible or within or under buildings. Gas tanks shall either be buried or screened in the same manner as A/C and pool equipment. Nothing herein shall be deemed to forbid the erection and use of temporary power or telephone services incident to the construction of approved improvements.

**Refuse and Storage Areas:**

Garbage and refuse shall be placed in containers and shall be capped and contained in such a manner that they are inaccessible to animals. The containers shall be concealed within buildings, or by means of a screening wall of material that may consist of either fencing or landscaping and shall be at least six (6) feet in height. These elements shall be integrated with the building plan, be designed so as not to attract attention, and shall be located in as inconspicuous a manner as is reasonably possible, and not visible from roads and adjacent properties.

**Low Pressure Sewer Systems:**

Low pressure sewer systems for each Dwelling Unit will be required to connect to the lift station of the City of St. Augustine sewer system. Low-pressure sewer systems will consist of a minimum one (1) horse power (HP) grinder pump and tank system which will be installed and maintained at the Owner's expense. In order to maintain conformity as to type of equipment used and maintained, the Association will designate the name of the company to be used and the name and type of equipment permitted to be installed and the location thereof. The sewer charges are calculated on the number of gallons of water used.

**Accessory Structures:**

The ARB may approve permanent accessory structures (such as garages, gazebos, guest houses, cabanas, and the like) that are detached from the main residential Dwelling so long as they are erected in conjunction with construction of the main residential Dwelling, are not intended to be held for lease or rent, and conform to the Architectural scheme and appearance of the Dwelling.

No platforms, doghouse, tennis court, playhouse or structure of a similar kind or nature shall be constructed on any part of a Lot located in front of the rear line of residence

constructed thereon, and any such structure must have prior approval of the ARB.

**Swimming Pools, Spa, Pool Screens or Enclosures:**

Any swimming pool or spa to be constructed upon any Dwelling site shall be subject to review of the ARB. The design submittal must include all design components including materials, finishes, and colors for the pool, pool deck, fence, screen enclosure, additional landscape or any other requested element.

Composition is to be of materials thoroughly tested and accepted by the industry for such construction. No pools of a kit or temporary portable type shall be permitted and all pools must be fenced or screened in.

The pool or spa and its enclosure shall not extend towards the side Lot lines beyond an imaginary line projected rearward from the sides of the Dwelling. The outside edge of any pool may not be closer than four (4) feet to a line extended and aligned with the side walls of Dwelling unless approved by the ARB. No screening of pools areas may stand beyond a line extended and aligned with the side walls of the swelling unless approved by the ARB. Pool screening may not be visible from the street in from of the Dwelling unless approved by the ARB.

Any lighting of a pool shall be designed to buffer the surrounding residences from the lighting.

A cabana appurtenant to a swimming pool, may be approved by the ARB, but shall be constructed of the same exterior materials and colors as the main structure.

**Game and Recreational Structures:**

All basketball, backboards, tennis courts and play structures shall be located at the rear of the Dwelling, and are not to be visible from the street. Corner Lots need to use the inside portion of the rear yard, within the setback lines. No platforms, doghouse, tennis court, playhouse or structure of a similar kind or nature shall be constructed on any part of a Lot located in front of the rear line of residence constructed thereon. Location and construction of tennis, badminton, racquetball, shuffleboard, or any other recreational areas must be approved by the ARB.

Any lighting of a recreational structure shall be designed to buffer the surrounding residences from the lighting.

If one Owner elects to purchase two (2) adjoining Lots and use one for recreational purposed, the Lot used for recreation purposes must be adequately screened by landscaping and/or walls or fence on both the front and side as required by the ARB.

**Fences and Walls:**



All fences will be picketed, not a solid enclosure. The composition and height of fence or walls to be constructed on any Lot shall be subject to the approval of the ARB. The ARB shall require the composition of any wall or fence to be consistent with the surrounding Dwellings and other fences, if any. In no case will fences and walls exceed six (6) feet in height from the natural ground level unless approved by the ARB. Fencing must be finished on both sides. Fences will not enclose or define Lots or define property lines, nor will they be allowed further forward on a Lot than the front corners of a house. No fence may be placed on any Lot closer to any Lot line than the setback lines. Additional landscaping will be required to break up and mask fences. Wire, chain link and wood fences are prohibited.

No fence which obstructs sightline and deviations between two (2) or six (6) feet above the Common Roads shall be permitted on any corner Lot within the triangular area formed by the street and property lines and a lone connecting them a points twenty-five (25) feet from the intersection of the street lines.

Sight distances at rear Lot lines relative to waterfront and marshfront Lots shall have no fence or wall that would disturb the sightline of any rear Lot or marshfront rear Lot over the rear twenty (20) feet adjacent to the conservation zone and shall be limited to six (6) feet in height above mean sea level.

If an Owner owns a pet as permitted in the Covenants, such Owner shall be required either to erect or maintain a fenced enclosure. Such enclosure shall be of a reasonable design and construction to adequately contain such pets in accordance with the provisions hereof, and shall be screened so that the pets are not visible from neighboring property. Any fence, wall or hedge or other similar structure or improvement must be included in the development plan with respect to location, height and type of material and must be approved by the ARB.

Trellises and/or decorative fences included in the Architectural design of the Dwelling, shall not extend no more than fifteen (15) feet in front of the front wall line of the Dwelling.

**Mail Boxes and Posts:**

Mail boxes shall be installed per the specification found on Attachment #7. The ARB will approve all mail boxes and stands, including colors. The color guidelines are: Mail box Post and Support: Benjamin Moore Navajo White (Benjamin Moore 947). The accent color, used for the scroll under the support arm, the circle and the accent lines on the bottom corners, should be selected to reflect the natural environment. Muted colors such as beige, tan, light brown, greens and blues, from the middle of the color range, are to be used. Dark brown and black accents are also acceptable. Bright reds, oranges, yellows, pinks, turquoise, etc are not to be used. A white mailbox is required. New mailbox posts

can be obtained from Darrel Galles signs (904) 824-0757, [dgsigns@bellsouth.net](mailto:dgsigns@bellsouth.net) .

**Signs:**

No solicitation or advertising structures of any kind shall be erected, modified or maintained within any windows, on the exterior of any improvements, or on the grounds of any Lot. Builder and/Owner information including only name and phone number, and the Lot number may be placed on the standard building permit box provided it fits on the box. The approved sign color is Beige for the post with blue/green lettering.

For Sale signs are allowed according to specs in Attachment #8.

**Flags and Flagpoles:**

Owners may display only American Flags and shall follow the Federal Flag Code (Public Law 94-344). The ARB will approve only those installations that follow these criteria:

1. The location will be within the building setback area.
2. The pole height cannot exceed fifteen (15) feet for a single story residence or twenty-five (25) feet for a two or three story residence. The maximum flag sizes are three (3) feet by five (5) feet for a fifteen (15) foot high pole and four (4) feet by six (6) feet for a twenty-five (25) foot high pole
3. No exterior lighting will be permitted; flags must be lowered at dusk.

A submittal by the Dwelling Owner is required addressing the above with specific details.

**Lawn Furnishings:**

No birdbaths, frog ponds, flagpoles, lawn sculpture, artificial plants, birdhouses, rock gardens, or similar types of accessories and lawn furnishings are permitted on any Dwelling site without prior approval by the ARB.

**LANDSCAPING GUIDELINES****General:**

All developed Dwelling sites shall be landscaped according to plans approved by the ARB. All shrubs, trees, grass and plantings of every kind shall be kept well maintained, properly cultivated and free of trash and other unsightly material. Landscaping as approved by the ARB shall be completed prior to the Owner submitting the Construction Completion Transmittal to the ARB.

**Landscaping Plan:**

A basic landscaping plan for each Dwelling site must be designed by a Registered Landscape Architect or Landscape Designer and must be submitted to and approved by the ARB prior to initial construction and development thereon. The plan shall incorporate existing vegetation on the site and show existing trees to be removed. **Existing trees may not be removed without the prior approval of the ARB.** The landscape plan shall indicate all plant types by botanical and common names, sizes, height, spread, caliper, and plant spacing. Additionally, the plants shall be identified on the plan as well as in the master plant listing.

The plan shall call for landscaping improvement, exclusive of sod and sprinkler systems. No artificial grass, plants or other artificial vegetation or sculptural landscape décor shall be placed or maintained on any Lot unless approved by the ARB.

No shrubs or trees which obstructs sightline and deviations between two (2) or six (6) feet above

the Common Roads shall be permitted on any corner Lot within the triangular area formed by the street and property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines.

Sight distances at rear Lot lines relative to waterfront and marshfront Lots shall have no fence, walls, hedges, shrubs, plantings, etc. that would disturb the sightline of any rear Lot or marshfront rear Lot over the rear twenty (20) feet adjacent to the conservation zone and shall be limited to six (6) feet in height above mean sea level. No trees, shrubs, planting etc. shall be allowed to remain within this rear twenty (20) foot setback unless the foliage is pruned to less than six (6) feet in height above mean sea level to preserve an open sideline view.

**Trees:**

The City of St. Augustine tree ordinance is as follows: Any tree measured at breast height has a diameter over thirty (30) inches and is in "the footprint of the house" must be approved by the Planning and Zoning Board for removal. Any tree measured at breast height has a diameter over twenty (20) inches "outside of the footprint of the house", including the driveway area, must be approved by the Planning and Zoning Board for removal. Trees situated between the building setback line as established by the zoning ordinances of the City of St. Augustine and the property lines, having a diameter of one (1) inch or more (measured two (2) feet from ground level) may not be removed without ARB approval. A tree survey shall be submitted the ARB and all trees slated for removal indicated on the plan. Cedar trees will have to be replaced as ordained by the City of St. Augustine requiring replacement at two (2) for one (1) with a minimum of ten (10) cedar trees per Lot.

**Shrubbery:**

There should be sufficient quantities of shrubbery to ensure a well landscaped appearance consistent with a high quality community. Foundation shrubs shall be placed in key locations around the Dwelling taking into account doors, windows and other exterior features. In general, no hedge, shrubbery or vegetation of any kind shall be placed in the form of a fence on any Lot across the front street line or on either of the side Lot lines. The ARB may approve, on a case-by-case basis, hedges on rear or side Lot lines.

**Sod:**

All areas within each Dwelling site not covered with pavement, buildings, shrubs, or groundcover shall be completely sodded (St. Augustine grass *Stenotaphrum Secundatum* 'Floratum' is required) unless otherwise approved by the ARB.

**Mulch:**

All planting areas within each Dwelling site shall be covered and maintained with three (3) inches or more of pine, cypress, gravel, or other suitable mulch. The type of mulch shall be identified on the landscape plan.

**Plant Materials:**

Plant materials shall equal or exceed the standards for Florida No. 1, as given in "Grades and Standards for Nursery Plants" Part I and Part II State of Florida Department of Agriculture, and any amendments thereto. The landscape plan shall indicate all plant types by Botanical and common names, sizes, height, spread, caliper and plant spacing. All plant materials are subject to the review and approval of the ARB. Use of non-indigenous plants is not encouraged. No artificial vegetation will be permitted on the exterior of any Dwelling. Attachment #11 lists specified plants.

**Irrigation:**

All landscaped areas shall be provided with an automatic underground irrigation system. Irrigation must be provided to the back of the curb of the adjacent street and to the shoreline of all portions of a lake, marsh or other watercourse within or adjacent to the Dwelling site. The use of rain switches shall be incorporated into the design. Irrigation systems shall not draw water from creeks, streams, rivers, lakes, ponds, wetlands, canals or other ground or surface waters. Installation of sprinkler lines shall not be placed in right of ways or easements.

**Fertilizers and Pesticides:**

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

## **ATTACHMENT #1**

### **TYPICAL ASSOCIATION CONSTRUCTION VIOLATIONS**

1. Starting construction before ARB Final Approval and specific authorization to proceed irrespective of ARB meeting schedule.
2. Removing trees without ARB approval.
3. No portable toilet properly placed on site by the time Lot clearing is complete.
4. Failure to install sand/silt fence on Lots bordering lakes, buffer areas and wetland tracts by the time filling of Lot is finished.
5. No dumpster properly placed on site by the time construction begins.
6. Failure to keep job site neat and clean.
7. Failure to correct damage to adjoining Lots.
8. Failure to correct damage to common property.
9. Not keeping Association street clean.
10. Signs not meeting guidelines.
11. Loud music, children, or pets on the job site.
12. Failure to complete construction within 12 months of final approval, unless otherwise specified.

The administrative costs associated with imposing these fines will also be passed on to the Builder and/or Owner; this will be \$50 per fine, more when circumstances warrant. When imposed, the above fines and administrative costs will be deducted from the construction deposit held by the ARB.

**ATTACHMENT #2**

**ARCHITECTURAL REVIEW BOARD APPLICATION TRANSMITTAL**

TO:

PELICAN REEF ARCHITECTURAL REVIEW BOARD

c/o COASTAL REALTY AND PROPERTY MANAGEMENT INC.

3942 A1A South, St. Augustine, FL 32080

(904) 471-6606

Please Type or Print Legibly

DATE: \_\_\_\_\_

CONTRACTOR NAME: \_\_\_\_\_

OFC PHONE: \_\_\_\_\_ CELL PHONE: \_\_\_\_\_

CONTRACTOR E-MAIL: \_\_\_\_\_

PHASE: \_\_\_\_\_ LOT: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

OWNER NAME(S) : \_\_\_\_\_

OWNER CURRENT ADDRESS: \_\_\_\_\_

\_\_\_\_\_

OWNER HM: \_\_\_\_\_ OWNER CELL: \_\_\_\_\_

OWNER E-MAIL: \_\_\_\_\_

TYPE OF CONSTRUCTION:

CUSTOM DWELLING: \_\_\_\_\_ POOL: \_\_\_\_\_ SPA: \_\_\_\_\_

ADDITION/RENOVATION: \_\_\_\_\_

TYPE OF APPLICATION:

\_\_\_\_\_PRELIMINARY REVIEW: (All items required for review)

ARCHITECTURAL REVIEW BOARD APPLICATION TRANSMITTAL

DESIGN REVIEW APPLICATION

LOT SURVEY

TREE SURVEY

SOIL REPORT

TWO SITE PLANS WITH LIMITS OF VEGETATION TO REMAIN

TWO ARCHITECTURAL SETS OF FLOOR PLANS & ELEVATIONS

TWO CONCEPTUAL LANDSCAPE PLANS

ELECTRONIC SET OF PLANS AND SCANS OF OTHER DOCUMENTS

FOUR SITE PHOTOS AND PHOTOS OF ADJACENT DWELLINGS

\$1000 REVIEW FEE

\_\_\_\_\_FINAL APPROVAL (All items required for approval)

ARCHITECTURAL REVIEW BOARD APPLICATION TRANSMITTAL

UPDATED DESIGN REVIEW APPLICATION (as needed)

TWO FINAL SITE PLANS WITH LIMITS OF VEGETATION TO REMAIN

TWO SETS OF FINAL LANDSCAPE PLAN

TWO ARCHITECTURAL SETS OF DRAWINGS (2 SEALED) FINAL COLOR

ELECTRONIC SET OF PLANS AND SCANS OF OTHER DOCUMENTS

ALL EXTERIOR MATERIAL SELECTIONS WITH COLOR SAMPLES

\$1000 FEE IF PRELIMINARY REVIEW NOT DONE

COMPLIANCE AGREEMENT

\$7,500 CONSTRUCTION DEPOSIT

\_\_\_\_\_MAJOR ALTERATION, ADDITION, POOL, SPA (All items needed for approval)

ARCHITECTURAL REVIEW BOARD APPLICATION TRANSMITTAL

DESIGN REVIEW APPLICATION

TWO FINAL SITE PLANS WITH LIMITS OF VEGETATION TO REMAIN

TWO SETS OF FINAL LANDSCAPE PLAN

TWO ARCHITECTURAL SETS OF DRAWINGS (2 SEALED) FINAL COLOR

ELECTRONIC SET OF PLANS AND SCANS OF OTHER DOCUMENTS

ALL EXTERIOR MATERIAL SELECTIONS WITH COLOR SAMPLES

\$500 REVIEW FEE

COMPLIANCE AGREEMENT

\$4000 CONSTRUCTION DEPOSIT

\_\_\_\_\_DOCK, DECK AND ENCLSOSURES (All items needed for approval)

ARCHITECTURAL REVIEW BOARD APPLICATION TRANSMITTAL

DESIGN REVIEW APPLICATION

TWO FINAL SITE PLANS WITH LIMITS OF VEGETATION TO REMAIN

TWO ARCHITECTURAL SETS OF DRAWINGS

ELECTRONIC SET OF PLANS AND SCANS OF OTHER DOCUMENTS

ALL EXTERIOR MATERIAL SELECTIONS WITH COLOR SAMPLES

\$500 REVIEW FEE

COMPLIANCE AGREEMENT



\_\_\_\_\_MINOR ALTERATION (No building permit or heavy construction equipment)  
ARCHITECTURAL REVIEW BOARD APPLICATION TRANSMITTAL  
DESIGN REVIEW APPLICATION  
TWO SETS OF DRAWINGS (If appropriate)  
ELECTRONIC PLANS AND SCANS OF OTHER DOCUMENTS (if appropriate)  
ALL EXTERIOR MATERIAL SELECTIONS WITH COLOR SAMPLES  
\$50 REVIEW FEE

\_\_\_\_REVISION OR CHANGE TO APPROVED /FINAL PLANS  
ARCHITECTURAL REVIEW BOARD APPLICATION TRANSMITTAL  
DESIGN REVIEW APPLICATION  
TWO SETS OF REVISED PLANS  
ANY OTHER ITEMS REQUIRED IN PRIOR REVIEW THAT CHANGE  
\$100 FEE

\_\_\_\_\_FINAL REVIEW AND RETURN OF DEPOSIT  
ARCHITECTURAL REVIEW BOARD APPLICATION TRANSMITTAL  
CONSTRUCTION COMPLETION TRANSMITTAL  
CERTIFICATE OF OCCUPANCY  
FINAL “AS BUILT” SURVEY

## SUMMARIZE THE PROJECT:

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

**ATTACHMENT #3**

**PELICAN REEF ARB DESIGN REVIEW APPLICATION**

OWNER NAME(S): \_\_\_\_\_

BUILDER COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

OFC PHONE: \_\_\_\_\_ CELL PHONE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

CONTRACTOR LICENSE #: \_\_\_\_\_

SITE SUPERVISOR NAME: \_\_\_\_\_

CELL PHONE: \_\_\_\_\_

LEGAL DESCRIPTION LOT: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

DATE: \_\_\_\_\_

**BUILDER QUALIFICATIONS:**

List a minimum of three custom Dwellings that you have built within the past five years:

1.

2.

3.

## DESIGN REVIEW APPLICATION (continued)

### APPLICATION TYPE (CHECK ONE):

\_\_\_\_NEW DWELLING CONSTRUCTION – The fee includes preliminary and final reviews and inspections. The fee included up to 4 hours of architect review time and up to \$300 of inspection time. Any additional hours, or part thereof, over the allotted architect or inspector time will be billed at the actual cost to the ARB.

\$1000 REVIEW FEE

COMPLIANCE AGREEMENT

\$7,500 CONSTRUCTION DEPOSIT

\_\_\_\_MAJOR ALTERATION, ADDITION, POOL - a structural or site modification taking place after the original construction which is significant enough to warrant the issuance of a building permit by a governmental authority or the use of heavy construction equipment. This includes pools, spas and decks. This fee includes up to two (2) hours of architect review time and \$100 of inspections. Any additional hours, or part thereof, over the allotted architect or inspector time will be billed at the actual cost to the ARB.

\$500 REVIEW FEE

COMPLIANCE AGREEMENT

\$4000 CONSTRUCTION DEPOSIT

\_\_\_\_DOCK, DECK AND POOL/DECK ENCLOSURES. This fee includes up to two (2) hours of architect review time and \$100 of inspections. Any additional hours, or part thereof, over the allotted architect or inspector time will be billed at the actual cost to the ARB.

\$500 REVIEW FEE

COMPLIANCE AGREEMENT

\$2000 CONSTRUCTION DEPOSIT

\_\_\_\_MINOR ALTERATION - Minor Alteration - structural or site modifications of a relatively insignificant matter which do not require building permits or heavy construction equipment. Includes no Architect or inspection time. If architect or inspection time is required, each hour will be billed at the actual cost to the ARB.

\$50 REVIEW FEE

\_\_\_\_REVISION OR CHANGE TO APPROVED /FINAL PLANS - whenever a submission for which the ARB previously granted Final Approval is resubmitted for Final Approval to the ARB due to a change in the originally approved plan, or whenever a submission whose approval was previously denied by the ARB is resubmitted by a Builder and/or Owner for Final Approval. If architect or inspection time is required, each hour or part thereof will be billed at the actual cost to the ARB.

\_\_\_\_FINAL REVIEW AND RETURN OF DEPOSIT

DESIGN REVIEW APPLICATION (continued)

**NEW DWELLING CONSTRUCTION INFORMATION**

Air Conditioned Space (1<sup>st</sup> Floor) \_\_\_\_\_ square feet

Air Conditioned Space (2<sup>nd</sup> Floor) \_\_\_\_\_ square feet

TOTAL LIVING SQUARE FEET \_\_\_\_\_

Covered Porches or Decks \_\_\_\_\_ square feet

Garage \_\_\_\_\_ square feet

Other (please specify) \_\_\_\_\_ square feet

TOTAL GROSS SQUARE FEET \_\_\_\_\_

Lot square footage: \_\_\_\_\_

Total roof area (including eaves to drip line): \_\_\_\_\_

% Lot area Covered by Roof (including eaves): \_\_\_\_\_

OWNER: Name(s): \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

BUILDER: Name: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

ARCHITECT: Name: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

DESIGN REVIEW APPLICATION (continued)

**EXTERIOR COLORS AND MATERIALS:**

NOTE: Samples and /or color chips of ALL exterior finishes and materials must accompany final review submittal.

A. ROOF:

Color:

Mfr:

Material:

B. GARAGE DOOR:

Color:

Mfr:

Material:

C. FASCIA:

Color:

Mfg:

Material:

D. TRIM BANDING

Color:

Mfg:

Material:

E. SHUTTERS:

Color:

Mfg:

Material:

F. WINDOW FRAMES:

Color:

Mfg:

Material:

G. WALLS

Color:

Mfg:

Material:

H. FRONT DOOR:

Color:

Mfg:

Material:

I. OTHER \_\_\_\_\_

Color:

Mfg:

Material:

J. OTHER \_\_\_\_\_

Color:

Mfg:

Material:

## ATTACHMENT #4

### COMPLIANCE AGREEMENT

#### CONSTRUCTION DEPOSIT AND COMPLIANCE AGREEMENT Pelican Reef Homeowner Association Architectural Review Board

**CONTRACTOR INFORMATION:**

Name \_\_\_\_\_  
Address \_\_\_\_\_

Telephone # \_\_\_\_\_

FL Contractor License # \_\_\_\_\_

**CONSTRUCTION LOCATION:**

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

Owner: \_\_\_\_\_

**TYPE OF CONSTRUCTION:**

\_\_\_\_\_ New Construction  
\_\_\_\_\_ Improvement (description)

\_\_\_\_\_ Re-painting (colors)

\_\_\_\_\_ Re-roofing (weight, color,  
Manufacturer

\_\_\_\_\_ Other \_\_\_\_\_

Deposit Amount \_\_\_\_\_

Check Date & number \_\_\_\_\_

Initials of Property Owner: \_\_\_\_\_

**\*To avoid damage to the gate, large trucks should enter the community through the exit gate.  
Code: 10810**

I, \_\_\_\_\_, as property owner, and I, \_\_\_\_\_,  
\_\_\_\_\_, as contractor for the described construction project, acknowledge and agree that  
the described deposit is being held by the Pelican Reef Homeowner's Association (PRHOA) in order  
to ensure that the improvements will be constructed in accordance with the drawings and  
specifications that have been approved by the Pelican Reef Architectural Review Board (ARB).

We further acknowledge and agree that:

(1). We have read and understand the Declaration of Covenants, Conditions and Restrictions (CCRs) applicable to the property and the PRHOA CCRs and ARB Guidelines (as amended), collectively referred to as "the Covenants", and will follow and obey the said Covenants, including the time requirement to complete construction within 12 months after ARB Final Approval. Furthermore, we understand that the Covenants provide the ARB with broad authority and agree to abide by any and all decisions of the ARB. Consistent with the above stated conditions of construction, we will ensure that the following requirements are adhered to:

- a. The project will be implemented per the plans and drawings approved by the ARB;

- b. A clean and neat construction site will be maintained at all times, to include clearing dirt and debris from the roads at the end of each day;
- c. A permit box, commercial dumpster and job toilet will be installed and maintained in conformance with ARB guidelines and applicable State and Local regulations;

(1)

- d. A silt fence will be erected and maintained intact on the property lines throughout the job to mitigate trash and runoff from encroaching on adjacent properties, swales and/or wetlands;
- e. An approved and functional electric meter will be mounted to a temporary pole on the property;
- f. Only an ARB approved builder/contractor sign may be displayed on property and no other;
- g. The conduct of all workers performing services on this project at all times while they are on site will be monitored and dealt with to ensure compliance with acceptable standards as indicated in this agreement;
- h. Upon entering and leaving Pelican Reef, all workers and vehicles are subject to be searched to help prevent theft of materials and equipment;
- i. All drainage swales will be operational, clean and free of debris and waste materials throughout the duration of construction. This includes keeping grass and other growth mowed and/or trimmed;
- j. Stockpiles of unused materials will be kept in a neat and orderly fashion;
- k. The construction site will be maintained in neat and orderly fashion;
- l. There will be NO burning of trash, trees, shrubs, products, or other items;
- m. NO alcoholic beverages or drugs or other intoxicants will be consumed on site;
- n. Certificates of insurance will be provided to and on file with Coastal Property management.;
- o. Work hours will be ONLY between 7 am – 8 pm Monday – Friday and 8am-4 pm Saturday. NO WORK shall be performed on Sundays or designated holidays;
- p. NO firearms will be permitted on the construction site or within Pelican Reef;
- q. PRHOA rules will be followed by all employees / contractors / service providers;

- r. All service providers, construction workers and contractors and their employees will adhere to posted speed limits, traffic signs and operate vehicles in a safe, courteous and cautious manner;
- s. NO children or pets of construction workers will be allowed in Pelican Reef;
- t. NO loud music or other sounds will be evident other than necessary for construction;
- u. NO use of foul language will be permitted on the work site;
- v. NO storage of materials or equipment will be permitted on adjacent property;
- w. Construction personnel will only be on site for designated work purposes during work hours - no fishing, swimming, touring, etc.;
- x. Construction vehicles will not be allowed on Paul's Alley;

(2)

y. Large trucks / vehicles will enter through the exit gate to avoid damage to the entrance gate;

z. All access from the road to the construction site must be via a reinforced driveway (temporary or permanent) with a pipe beneath (if necessary) to allow for drainage water flow through the swale consistent with the design of the swale.

aa. No heavy trucks shall drive over the swale or property adjacent to the road due to cable, electric, water and sewer lines below the surface without proper reinforcement. Repairs and costs for repairs damage to road edges and/or any utilities will be the sole responsibility of the contractor and/or owner;

bb. All damage to common or other property caused by workers, delivery vehicles, or others associated with this project, roads, signs, lawns, etc. will be reported to Coastal Property management immediately;

cc. All construction not completed by the required 12 months from date of ARB Approval will be granted a 30 day grace period. Following the initial 30 day grace period, extensions may be purchased as followed:

1 <sup>st</sup> Extension	60 days	\$1,000.00
2 <sup>nd</sup> Extension	60 days	\$1,500.00
3 <sup>rd</sup> Extension	60 days	\$2,000.00

\*\$500 will be added for each additional extension requested.



(2) The ARB may halt part or all work from continuing if it finds, in its sole discretion, a violation of this agreement and/or any of the Covenants. We understand that upon being served written notice of a violation by the ARB, such work will stop and not continue unless and until the violation is corrected, as determined by the ARB in its sole discretion, and we receive notice to that effect in writing.

(3) Unless there are costs attributed to this project by the ARB for damages or other penalties for which a deduction from the deposit is made by the ARB, 90% of the deposit shall be returned after the Final Inspection and after approval is given by the ARB, in its sole discretion. It is further understood and agreed that 10% of the construction deposit is non-refundable and will be withheld for damages (or potential damages) that could not be attributed to a specific construction project.

(4) All aspects of this construction / improvement project will be compliant with all building codes, city and governmental ordinances, and regulations and that compliance is the responsibility of both the Owner and Contractor. Therefore, we hereby hold harmless and indemnify the PRHOA and the ARB from any and all matters concerning the construction and fitness of our house, including but not limited to drainage, code violations, plat violations, setback violations and encroachment on easements.

(5) The PRHOA/ARB may, at its sole discretion, may assess fines or levy a fine, fee or other charge for any damages or non-compliance with this agreement during construction. We further agree to pay all such fines, fees or costs within 30 days of notification of such. The ARB may deduct the charges for fines, fees or costs from the construction deposit with notification to the owner and/or contractor of such charges. We agree that all fines, fees and costs will be paid by the conclusion of the project and prior to the return of the construction deposit.

(6) Funds may be deducted from the deposit by the ARB including, but not limited to, those needed for the correction of changes or fines for work not approved by the ARB. This may include the cost of work necessary to improve the appearance of site, the cost to repair any damage to the roads, signs, posts, trees, rights-of-way, common areas, road shoulders, utilities, etc. or for other ARB fines or fees.

- \* A minimum of 2 site visits will be performed by a paid consultant of the ARB  
(cost included in review fees)

(3)

- \* 1<sup>st</sup> visit will be after the foundation is constructed but prior to construction of the home

- \* 2<sup>nd</sup> visit will be a final inspection prior to the release of the construction deposit

- \* If any non-compliance is found, a follow-up inspection will take place at the owners/contractors expense. Each additional visit will be billed at \$100.

(7) The administrative costs associated with imposing fines for non-compliance with the construction agreement will be charged to the owner/contractor at a rate of \$50 per violation or fine. Fines may be higher when warranted as determined by the ARB. Fines will be deducted from the construction deposit. Failure of the contractor, sub-contractors or vendors to adhere to the requirements within the construction agreement may result in the ARB prohibiting those individuals or companies from working in Pelican Reef.

(8) Attorney fees incurred by the ARB to enforce this contract shall be the responsibility of the owner/ contractor to the maximum extent permissible by law and deducted from the deposit or billed separately should they exceed the deposit amount.

By our signature we intend and agree to be jointly and individually bound by all the terms of this Agreement.

This application, deposit and agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_ and \_\_\_\_\_  
\_\_\_\_\_  
(Property Owners Signature) (Contractors Signature)

Designated \_\_\_\_\_ representative - ARB:  
\_\_\_\_\_

(4)

**ATTACHEMENT #1  
TYPICAL ASSOCIATION CONSTRUCTION VIOLATIONS**

1. Starting construction prior to final approval and specific authorization to proceed regardless of ARB meeting schedule.
2. Removing trees without ARB approval
3. Failure to have a portable toilet properly placed on site following lot clearing.
4. Failure to install silt fence as required.
5. Failure to place a dumpster on site upon commencement of construction.
6. Failure to keep job site neat and clean.
7. Failure to correct damage to adjacent lots or home sites.
8. Failure to correct damage to common property or to report such damage.
9. Failure to keep Association streets clean and free of dirt by the end of the day.
10. Installation of non-compliant signs on property.
11. Loud music, children or pets on job site.
12. Failure to adhere to traffic signs and speed limits.
13. Failure to complete construction within 12 months of final approval, unless otherwise specified and approved by the ARB.

(5)

**ATTACHMENT #5**

**PELICAN REEF ARCHITECTURAL REVIEW BOARD  
BUILDER/OWNER CONSTRUCTION COMPLETION TRANSMITTAL**

The Architectural Review Board is requested to schedule a final inspection for the below referenced Dwelling site.

OWNER NAME(S): \_\_\_\_\_

CONSTRUCTION ADDRESS: \_\_\_\_\_

SITE SUPERVISOR NAME: \_\_\_\_\_

CELL PHONE: \_\_\_\_\_ OFC PHONE: \_\_\_\_\_

The OWNER and BUILDER certify that:

The final construction “as built” is the same as the submitted approved plans.

All exterior finishes and site improvements as submitted and approved by the Architectural Review Board have been completed. If a new Dwelling, the Certificate of Occupancy is included with this submission.

All construction materials, debris and related items have been removed as required. Also, any adjacent property and road right-of-way areas have been cleaned and restored.

ADDITIONAL NOTES OR COMMENTS:

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

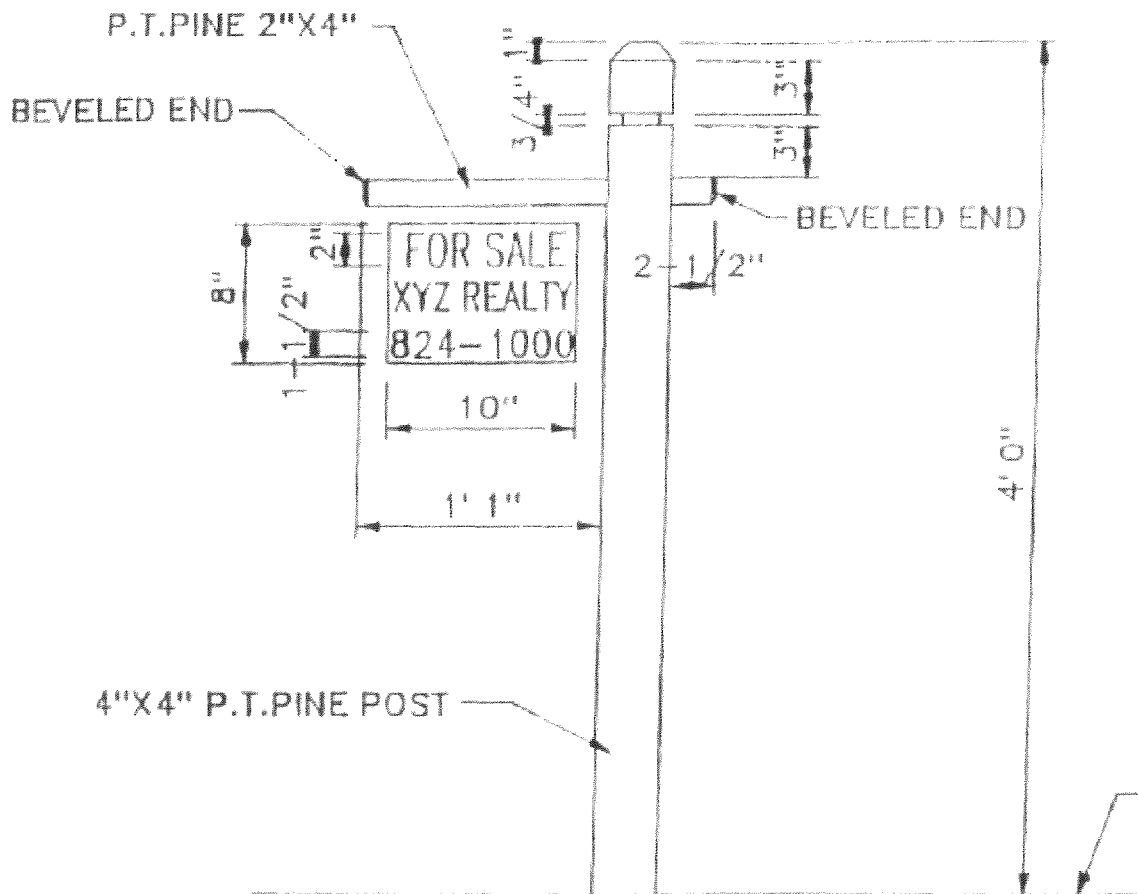
OWNER NAME: (print) \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

BUILDER NAME: (print) \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

# ATTACHMENT #6



POST MATERIAL  
SIGN LETTERING

PHONE NUMBER - 1 - 1/2"

POST COLORS -

TOP 1" BEVEL AND 3/4" NOTCH

POST - Beige

-BLUE/GREEN

SIGN COLORS

LETTERING AND NUMBERS

BACKGROUND

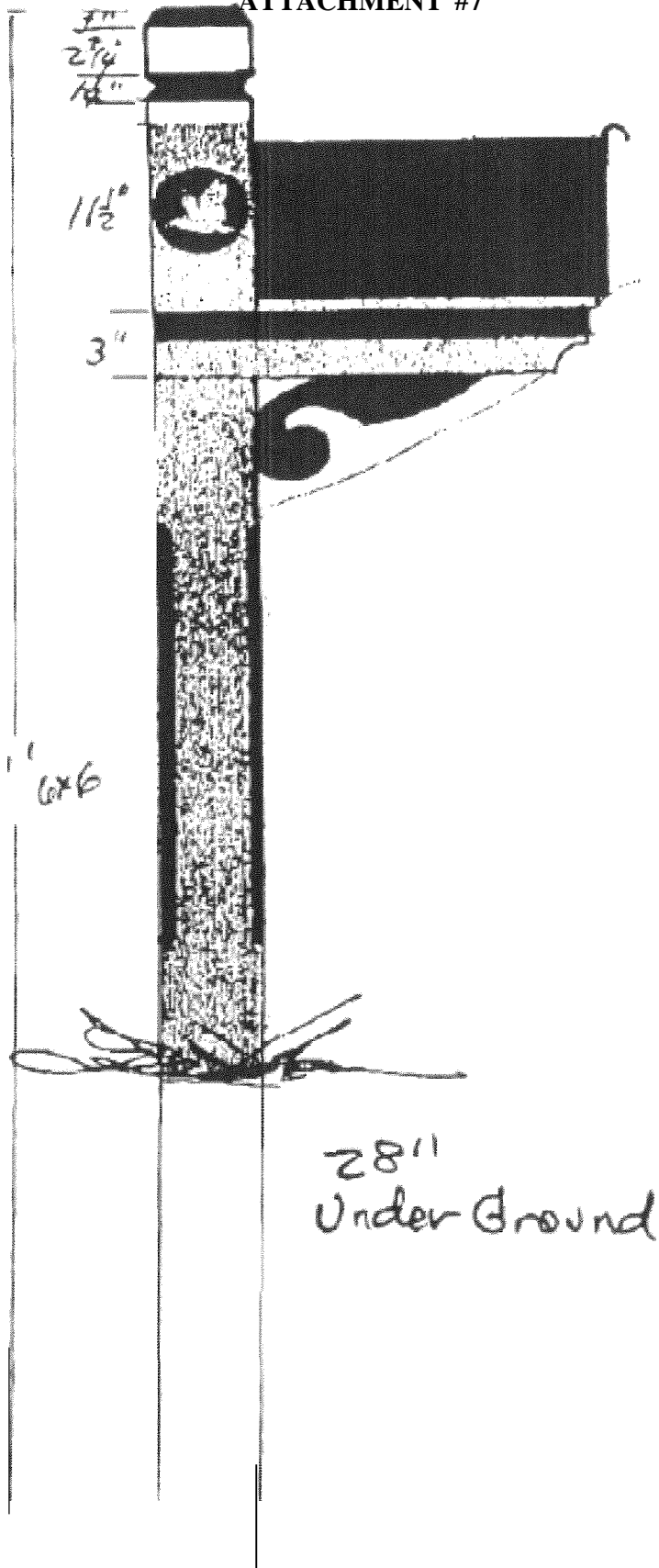
BLUE/GREEN

Approved colors:

Benjamin Moore soft glass house/trim  
Blue/Green - (Base 5/0965A) No. AJ

daint

ATTACHMENT #7



## ATTACHMENT #8

### SITE DEVELOPMENT GUIDELINES SPOONBILL POINT COURT AND FIDDLER CRAB LANE

The following is the criteria for Dwelling building on **Spoonbill Point Court**.

- a) The Dwellings are to have a "Spanish style theme" with a tile roof.
- b) Stucco exterior.
- c) Piling system required for foundation.
- d) Zero Lot line concept with obscured/glass block (non-operational) windows on "blank" side of Dwelling.
- e) Setbacks:

Front Yard: Fifteen (15) feet from the front Lot line to the eave drip line. As a note, there is usually at fifteen (15) foot HOA Common Area between the Lot and the edge of pavement.

Side Yard: Six (6) inches on the zero Lot side and ten (10) feet on the other.  
Lots 5-13, zero side on the left  
Lots 14-27A, zero side on the right

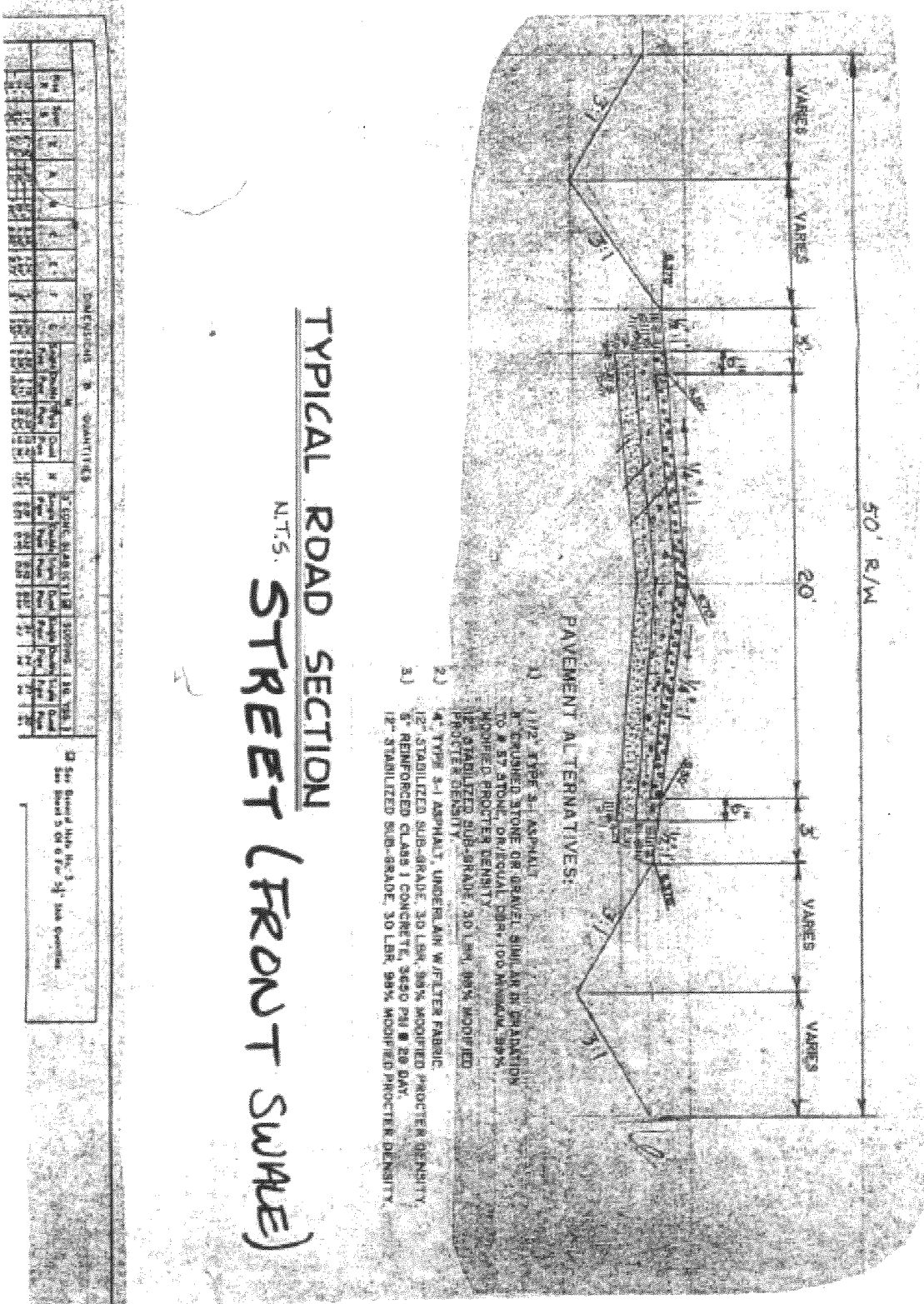
Rear Yard: Ten (10) feet from the construction setback line, conservation zone, or rear swale, whichever applies.

- f) Minimum square footage (heated and cooled) one thousand four hundred (1400) square feet.
- g) Placement of A/C, pool equipment and pumps should be placed with consideration to the neighboring Dwelling.

The following is the criteria for Dwelling building on **Fiddler Crab Lane**.

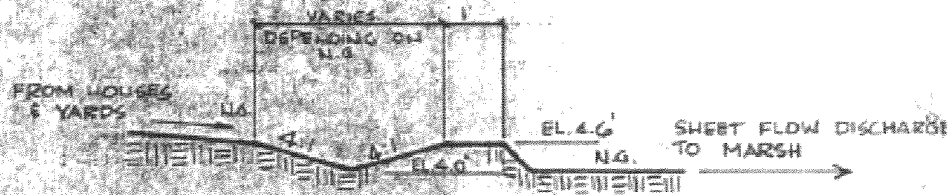
- a) The Dwellings are to have a "Coastal Cottage/Florida Cracker style".
- b) Standing seam metal roof.
- c) Architectural theme which includes open porches, lap board siding exteriors.
- d) See General Guidelines and Community Standards for all other criteria.





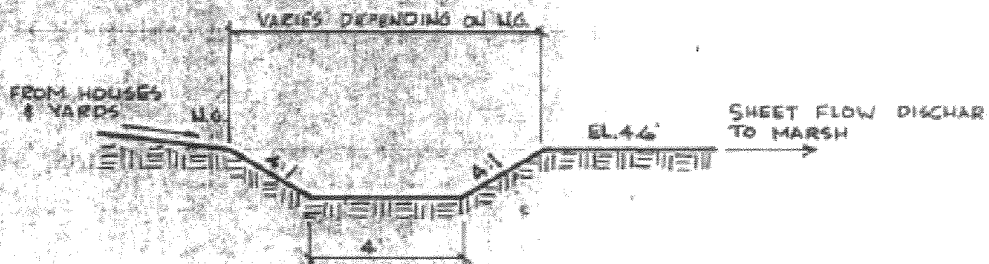
# CROSS SECTION A-A & B-B

NTS



## TYPICAL REAR LOT SWALE CROSS SECTION W/ BERM

NTS



## TYPICAL REAR LOT SWALE CROSS SECTION W/OUT BERM

NTS

**ATTACHMENT #11**  
**SPECIFIED PLANT LIST**

**Ground Cover:**

Dietes SP / White African Iris Juniperus  
Conferta / Shore Juniper  
Juniperus Parsonii / Parsons Juniper  
Liriope Muscari / Evergreen Giant  
Liriope Spartina Bakeri / Cordgrass

**Shrubs:**

Rhododendron Obtusum / Red Ruffle Azalea  
Cycas Revoluta / Sago Palm  
Elaeagnus Pungens / Silver Thorn  
Ilex Burfordi / Burford Holly  
Ilex Vomitoria / Yaupon  
Ilex Vomitoria Schillings / Schillings Holly  
Lagerstroemia Indica/ Crape Myrtle  
Ligustrum Recurvifolia / Recurve Ligustrum  
Myrica Cerifera / Wax Myrtle  
Nandina Domestica / Heavenly Bamboo  
Nerium Oleander / Oleander Pittosporum  
Tobira / Green Pittosporum  
Pittosporum Tobira Variegata / Variegated Pittosporum  
Podocarpus Macrophylla / Japanese Yew  
Serenoa Repens / Saw Palmetto

**Trees:**

Butia Capitata / Pindo Palm  
Ilex Attenuata / East Palatka Holly  
Ilex "Nellie Stevens" / Nellie Stevens Holly  
Magnolia Grandiflora / Southern Magnolia  
Phoenix Canariensis / Canary Island Date Palm  
Quercus Virginiana / Live Oak  
Sabal Palmetto / Cabbage Palm  
Washington Robusta / Washington Palm

**CONSTRUCTION INFORMATION SHEET FOR CONTRACTORS**  
**Pelican Reef Homeowner Association Architectural Review Board**

THE FOLLOWING RULES AND REQUIREMENTS MUST BE FOLLOWED DURING ALL PHASES OF CONSTRUCTION

1. The project will be implemented per the plans and drawings approved by the ARB;
2. A clean and neat construction site will be maintained at all times, to include clearing dirt and debris from the roads at the end of each day;
3. A permit box, commercial dumpster and job toilet will be installed and maintained in conformance with ARB guidelines and applicable State and Local regulations;
4. A silt fence will be erected and maintained intact on the property lines throughout the job to mitigate trash and runoff from encroaching on adjacent properties, swales and/or wetlands;
5. An approved and functional electric meter will be mounted to a temporary pole on the property;
6. Only an ARB approved builder/contractor sign may be displayed on property and no other;
7. The conduct of all workers performing services on this project at all times while they are on site will be monitored and dealt with to ensure compliance with acceptable standards as indicated in this agreement;
8. Upon entering and leaving Pelican Reef, all workers and vehicles are subject to be searched to help prevent theft of materials and equipment;
9. All drainage swales will be operational, clean and free of debris and waste materials throughout the duration of construction. This includes keeping grass and other growth mowed and/or trimmed;
10. Stockpiles of unused materials will be kept in a neat and orderly fashion;
11. The construction site will be maintained in neat and orderly fashion – including the mowing of shrubs / weed on the lot at prescribed times during building;
12. NO burning of trash, trees, shrubs, products, or other items is permitted;
13. NO alcoholic beverages or drugs or other intoxicants may be consumed on site;
14. Certificates of insurance will be provided to and on file with Coastal Property management;
15. Work hours will be ONLY between 7 am – 8 pm Monday – Friday and 8am-4 pm Saturday;
16. NO WORK shall be performed on Sundays or designated holidays;

**CONSTRUCTION INFORMATION SHEET FOR CONTRACTORS**  
**Pelican Reef Homeowner Association Architectural Review Board**

17. NO firearms will be permitted on the construction site or within Pelican Reef;
18. PRHOA rules will be followed by all employees / contractors / service providers;
19. All service providers, construction workers and contractors and their employees must adhere to posted speed limits, traffic signs and operate vehicles in a safe, courteous and cautious manner;
20. NO children or pets of construction workers will be allowed in Pelican Reef;
21. NO loud music or other sounds will be evident other than necessary for construction;
22. NO use of foul language will be permitted on the work site;
23. NO storage of materials or equipment will be permitted on adjacent property;
24. Construction personnel will only be on site for designated work purposes during work hours. No fishing, swimming, touring, etc. is permitted.
25. Trespassers will be subject to arrest by the St Augustine Police;
26. Construction vehicles will not be allowed on Paul's Alley;
27. Large trucks / vehicles will enter through the exit gate to avoid damage to the entrance gate. Gate code may be obtained from Coastal Property Management (904-471-6606);
28. No construction vehicles or equipment is allowed on Paul's Alley;
29. All access from the road to the construction site must be via a reinforced driveway (temporary or permanent) with a pipe beneath (if necessary) to allow for drainage water flow through the swale consistent with the design of the swale;
29. No heavy trucks may drive over the swale or property adjacent to the road due to cable, electric, water and sewer lines below the surface without proper reinforcement. Repairs and costs for repairs damage to road edges and/or any utilities will be the sole responsibility of the contractor and/or owner;
30. All damage to common or other property caused by workers, delivery vehicles, or others associated with this project, roads, signs, lawns, etc. must be reported to Coastal Property management immediately. Repairs will be made immediately (same day if feasible) and may be made by PRHOA selected vendors at the sole discretion of the Pelican Reef Architectural Review Board;

**CONSTRUCTION INFORMATION SHEET FOR CONTRACTORS**  
**Pelican Reef Homeowner Association Architectural Review Board**

31. The ARB may halt part or all work from continuing if it finds, in its sole discretion, a violation of this agreement and/or any of the Covenants. Upon being served written notice of a violation by the ARB, all work will stop and not continue unless and until the violation is corrected, as determined by the ARB in its sole discretion, in writing.

32. All aspects of this construction / improvement project must be compliant with all building codes, city and governmental ordinances, and regulations and that compliance is the responsibility of both the Owner and Contractor.

33. A minimum of 2 site visits will be performed by a paid consultant of the ARB. If any non-compliance is found, a follow-up inspection will take place at the owners/contractors expense. Each additional visit will be billed at \$100.

34. The PRHOA/ARB may, at its sole discretion, assess fines or levy a fine, fee or other charge for any damages or non-compliance with the construction agreement. All such fines, fees or costs must be paid within 30 days of notification of such. All fines, fees and costs will be paid by the conclusion of the project and prior to the return of the construction deposit.

35. Funds may be deducted from the deposit by the ARB including, but not limited to, those needed for the correction of changes or fines for work not approved by the ARB. This may include the cost of work necessary to improve the appearance of site, the cost to repair any damage to the roads, signs, posts, trees, rights-of-way, common areas, road shoulders, utilities, etc. or for other ARB fines or fees.

36. The administrative costs associated with imposing fines for non-compliance with the construction agreement will be charged to the owner/contractor at a rate of \$50 per violation or fine. Fines may be higher when warranted as determined by the ARB. Fines will be deducted from the construction deposit. Failure of the contractor, sub-contractors or vendors to adhere to the requirements within the construction agreement may result in the ARB prohibiting those individuals or companies from working in Pelican Reef.

**PELICAN REEF HOA**  
**ARCHITECTURAL REVIEW BOARD**  
**CONSTRUCTION INFORMATION SHEET FOR CONTRACTORS**

**CONSTRUCTION ACCESS CODE FOR MAIN ENTRANCE GATE:**

---

*THIS CODE MAY BE USED FOR ACCESS **ONLY** DURING WORKING HOURS  
AND WILL BE CHANGED PERIODICALLY FOR SECURITY PURPOSES.*

**ACCESS CODE FOR EXIT GATE FOR LARGE TRUCKS AND BEHICLES WITH TRAILERS:**

---

**COASTAL PROPERTY MANAGEMENT PHONE:**

**904-471-6606**

*PLEASE ASK FOR WHITNEY OR ANDREA*

*ALL CONTRACTORS ARE ASKED TO BE SURE ALL WORKERS AND SUB-CONTRACTORS ARE AWARE OF THE RULES  
AND REQUIREMENTS FOR CONSTRUCTION AND THAT ALL WORKERS FOLLOW THESE RULES  
TO ENSURE THE SECURITY AND SAFETY OF EVERYONE IN THE COMMUNITY.*