

VILLA BORGHESE
Homeowners Association, Inc.

**Architectural Review
Committee**

**Guidelines and
Community Standards**

Approved and Adopted by the Board of Directors
Reflecting Board Approved Changes as of September 30, 2024

TABLE OF CONTENTS

		Page(s)
ARTICLE 1	DEFINITIONS	4 -5
ARTICLE 2	INTRODUCTION	5-6
ARTICLE 3	REQUIREMENTS FOR ALL IMPROVEMENT WORK APPLICATIONS	6-9
ARTICLE 4	ANTENNAS/SATELLITE DISHES	9
ARTICLE 5	AWNINGS	9
ARTICLE 6	DOMESTIC WATER FILTRATION EQUIPMENT	10
ARTICLE 7	DRIVEWAYS, RAMPS, WALKWAYS AND SIDEWALKS ON OWNER'S PROPERTY	10
ARTICLE 8	EXTERIOR DECORTAIVE ELEMENTS, ORNAMENTS, STATUTES, WATER FOUNTAINS AND OTHER MAN- MADE OBJECTS	10-11
ARTICLE 9	EXTERIOR HOME FRONT DOORS	11
ARTICLE 10	EXTERIOR HOME WINDOWS	11-12
ARTICLE 11	EXTERIOR FIXTURES (LIGHTING AND COACH LIGHTS, HOME NUMERIC STREET ADDRESS, MOTION DETECTORS AND WALL DÉCOR)	12-13
ARTICLE 12	FISH PONDS AND WATERFALLS	13
ARTICLE 13	FLAGS AND FLAG POLES	13
ARTICLE 14	GARAGE DOORS	13-14
ARTICLE 15	GENERATOR WITH UNDERGROUND PROPANE TANKS	14
ARTICLE 16	HURRICANE SHUTTERS	14-15
ARTICLE 17	LANDSCAPING	15-20
ARTICLE 18	MAILBOXES	20

TABLE OF CONTENTS (Continued)

ARTICLE 19	PATIOS AND GLASS ENCLOSURES	20-21
ARTICLE 20	PERGOLAS, GAZEBOS, ARBORS AND ANCILLARY FIXED STRUCTURES	21
ARTICLE 21	POOLS, SPAS, AND RELATED WATER FILTRATION EQUIPMENT	21-22
ARTICLE 22	ROOF GUTTERS	22
ARTICLE 23	ROOF REPLACEMENT	22-23
ARTICLE 24	SCREENED ENCLOSURES	23
ARTICLE 25	SIGNS, ADVERTISEMENTS, NOTICES AND LETTERING	23-24
ARTICLE 26	SOD REPLACEMENT	24
ARTICLE 27	SOLAR PANELS	24
ARTICLE 28	TREE REMOVAL AND REPLACEMENT	24-25

ARTICLE 1: DEFINITIONS

Terms not defined in these guidelines shall have meanings ascribed to them in other Code publications of both the Florida Building Commission and Palm Beach County, Florida. If not in these publications, then the terms shall have the meanings as defined in Webster's *Third New International Dictionary of the English Language Unabridged*.

"ARC" means the Architectural Review Committee of the Association, referred to as the Architectural Control Committee in the Covenants.

"Addition" means the act of adding any item to the property site including but not limited to the landscaping, fencing, patio, pool, sidewalk, driveway, etc. The term shall also be used when adding any item, structurally or otherwise, to the exterior of the Home that may or may not increase the building footprint of the Home. The term "extension" as used in these guidelines shall also be construed to mean "addition".

"Agent" means the Association, its Board of Directors ("Board"), or its authorized management company when such company is acting with Board approval.

"Alteration" means any change to the landscaping, fences, entry walkway, driveway, pool or any other item on the owners' property, outside of the Home. It shall also include any changes to the exterior of the Home, but not limited to the walls, windows, doors, roof, etc. The term "modification" as used in these guidelines shall also be construed to mean the alteration.

"Owner" means the owner, or authorized agent of the owner, with written authority from the owner, to file the required work application on behalf of the owner.

"Association" means the Villa Borghese Homeowners Association, Inc.

"Building Footprint" means the floor area **enclosed within** the masonry or glass perimeter walls of the Home.

"Contractor" means the company or person, licensed by the State of Florida and Palm Beach County, and authorized by the Owner to be responsible to perform the work or services described in the Application. The Owner shall remain responsible for the Contractors' entire work.

"Developer" means Anasca Corporation.

"Governing Documents" means the following Association documents: the Declaration of Covenants, Restrictions, and Easements for Villa Borghese ("Covenants"), the Articles of Incorporation, the Bylaws, the Rules and Regulations, these ARC Guidelines and Community Standards and all subsequent amendments to these documents that may be approved and adopted by the Board of the Association.

"Home" means the building built on the property of the Owner.

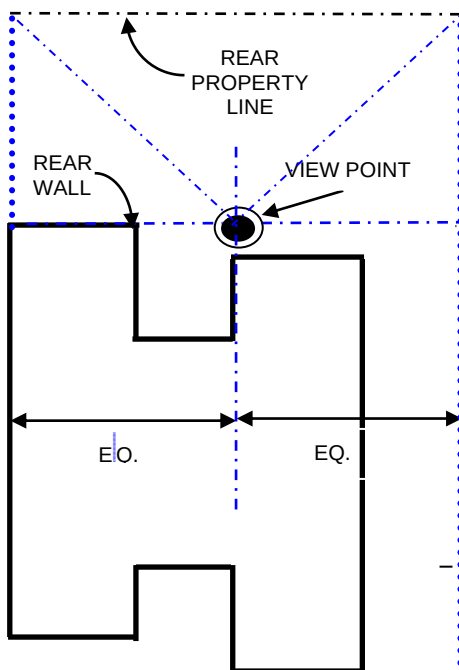
"Improvement" means any Addition, Alteration or Extension.

“Landscaping” or “Landscaped” means all living and man-made materials/objects surrounding Owners’ dwelling, including but not limited to shrubs, plants, trees, edging (all types), stones and mulch located on the lot.

“Vendor” means the entity or person, incorporated by the State of Florida, registered with Palm Beach County, and authorized to provide services, materials, equipment or other items in accordance with their license.

“View” means the view that currently exists prior to an Application being submitted to the ARC for any work. The view shall generally be taken from a spot at the centerline of the rear of the Home, to the end of the property line as defined in the lot survey.

Zero Lot Line Home



ARTICLE 2: INTRODUCTION TO THE ARCHITECTURAL REVIEW COMMITTEE GUIDELINES AND COMMUNITY STANDARDS (ARC Guidelines”)

The primary goal of the Architectural Review Committee (“ARC”), is to review for approval all submitted plans, specifications, samples, etc. for the Owner’s proposed Improvement to be located on their defined property. The ARC is designated by the Association Covenants as the entity responsible to determine if the proposed work complies with all the Association Covenants, including these guidelines and to determine if the proposed work is in conformity with the general appearance of the Association community, as specified in these guidelines.

Unless a provision of these guidelines specifically states that no ARC approval is required, an ARC approval shall be required. If the Owner secures ARC work approval but fails to perform the work, or any damage is caused as a result of the work, the Association may, at its discretion, perform the necessary remedial work and the cost will be assessed to the Owner.

Notwithstanding that all Owners shall be required to conform to all governmental codes and ordinances governing the proposed work, the ARC's approval of any work application shall not be deemed a review of nor taking any responsibility for the following:

1. approval of the Contractor/Vendor selected by the owner or Owner.
2. approval of the project;
3. the nature or manner of the work to be completed; or
4. the materials to be used.

Additionally, notwithstanding any approval or consent of the ARC, the work or any changes required to the work shall be at the sole risk of the Owner. The Owner by making any work application agrees to hold harmless the Association and the ARC from any claims against them and agrees to indemnify them from any claims of any governmental authorities or any other parties, including, but not limited to, any claim for attorneys' fees, expenses, penalties, interest or other damages.

If there are any conflicts between these ARC Guidelines, and the Association Rules and Regulations, these Guidelines shall prevail. If there are any conflicts between these Guidelines and the Governing Documents, then the Governing Documents shall prevail, but only with respect to those specific Guidelines Articles that are in conflict. All other Guidelines Articles shall remain in full force and effect.

ARTICLE 3: REQUIREMENTS FOR ALL IMPROVEMENT WORK APPLICATIONS

- 3.1** The Governing Documents require that an Owner submit an ARC application for approval by the ARC before any Improvement work is begun. If Improvement work is begun before an ARC application is submitted to the ARC, or if an ARC application is submitted but work is begun before the ARC has approved the application, or if the work that was done is contrary to that which was stated in an approved ARC application, the Owner will be subject to the violation process described in the Compliance Program.
- 3.2** The ARC work application is available at the Management Office and the Association website. All the information requested in the application must be submitted with the application before the application can be scheduled for reviewed by the ARC.
- 3.3** The ARC will schedule application review meetings monthly or as required. All Improvement work applications shall be submitted no later than the Thursday prior to the first Monday of each month, in order to be considered for review by the ARC on the first Tuesday of every month.

- 3.4 The Contractor/ Vendor identified on the ARC work application form submitted by the Owner and subsequently approved by the ARC must be the Contractor/ Vendor who shall either perform the work or supervise the work of licensed sub-contractors.
- 3.5 Due to extenuating circumstances (i.e. Contractor/Vendor goes out of business or fails to perform the agreed upon work), and subject to the approval of the ARC, a substitute Florida licensed Contractor/Vendor may be utilized.
- 3.6 All State of Florida and Palm Beach County, Florida, Codes and Ordinances, must be adhered to by the Owners. It is the responsibility of the Applicants and their Contractor/Vendor to be familiar with all applicable Government Codes and ordinances, and the Governing Documents. All required submissions to the Governmental Agencies are the responsibility of the Owner and/or their Contractor/Vendor.
- 3.7 If the work described in the Application is approved by the ARC, then the Owner shall file for a Building Permit (if required) with Palm Beach County, Florida. When the Owner requests final inspection by the ARC of the work described in the Application, a copy of a required permit must be included with the request.
- 3.8 All Contractors/Vendors shall have a current State of Florida License or a Palm Beach County, Florida, *Certificate of Competency*. This certificate shall remain valid thru the completion of the work. In addition, Contractors/Vendors shall provide the ARC certificates of insurance as required by the Association's Insurance Committee, naming the Association as an additional insured.
- 3.9 Contractor's/Vendor's signage may be displayed only during the normal working day, while work is in progress at the Owner's property. There shall be only one sign, limited to a horizontal dimension of twenty-four (24) inches and a vertical dimension of eighteen (18) inches.
- 3.10 An Improvement to any part of the Owner's property shall not cause a change in grading of the lot from that which was originally graded by the Developer unless otherwise approved by the ARC. In no event shall the Improvement to the Owner's property grading be such that it will cause water to drain onto an adjoining owner's property.
- 3.11 Any damages to the exterior of a Home including, but not limited to paint, stucco, roof tile, etc. is the sole responsibility of the Owner to repair within thirty (30) days from the date of the final completion of the work.
- 3.12 Owners and their Contractors/Vendors are not permitted to activate, deactivate or modify the irrigation system. If the irrigation system is affected by the work of the Owner's Contractor/Vendor, the Owner is responsible for all repairs and replacements. The Owner must submit a *Homeowner Work Order* to the Association to have the irrigation system activated, deactivated or modified. Any repairs or alterations to the Association irrigation system shall be made **ONLY** by a licensed irrigation contractor at the Owner's expense. Any damage to the sod must be repaired or replaced by the Owner as specified by the ARC.
- 3.13 Previous ARC approved Improvements to a Home must be maintained by the Owner as outlined in these guidelines and all other Association Governing Documents.

- 3.14** Contractor/Vendor vehicles or motorized equipment are prohibited from using easements as access routes to perform the work unless approved by the ARC. If the ARC approves the access route, and any landscaping or turf is damaged, then the Owner shall be liable for all repairs or replacements of the damaged areas as specified by the ARC.
- 3.15** Any damage to Association property, or neighboring owners' properties must be repaired at the expense of the Owner. The damaged area must be restored to its original condition, prior to the completion of the Owner's Improvement work. Failure to perform this remedial work to the satisfaction of the Association may result in the Association having to perform the work, and assessing the cost to the owner or seeking any other available remedies.
- 3.16** Any ARC approved Improvements must be started and completed no later than 120 days after approval of the ARC work application. The ARC may require a reasonably shorter time frame for minor work. If the work is not completed within the approved period, a request for an extension shall be submitted in writing to the ARC, which the ARC shall not unreasonably withhold.
- 3.17** After completion of the work and within 30 days after receiving the Palm Beach County approval, if such approval was required, the Owner shall complete and submit the Association's *"Request For ARC Completion Inspection Form"*.
- 3.18** In the event of any change to the material used in the Improvement which may occur due to weathering and/or other causes, such as but not limited to, cracking, fading, or discoloration, such change is the responsibility of the Owner to repair and/or replace the affected material to its original condition, within a reasonable time frame as determined by the ARC with written notification to the Owner.
- 3.19** During the construction or installation of the approved work, it shall be the responsibility of the Applicants and their Contractors/Vendors, to remove from the property and properly dispose of all debris, at least three times per week.
- 3.20** The Owner shall hold the Association and its Agents harmless from any and all work performed.
- 3.21** A security deposit in an amount determined by the Board is required for the type of proposed installation/changes that are specified in the ARC application, for potential damage to Association property and to address situations where the finished work does not conform to the previously approved ARC Application. The security deposit check should be made payable to "VB HOA" and must be included with the ARC Application.

Effective June 1, 2024, security deposit checks will be cashed and placed in an approved and bonded escrow account when the corresponding application is approved by the ARC. A refund of the security deposit check will be issued when the work specified in the approved ARC application receives final inspection(s) by any required government entity, when the ARC conducts its final inspection and verifies that the finished work complies with the original ARC application, and when the Management Office determines if any damage occurred to Association common property. The amount of the security deposit refund, if any, will be determined based on these inspection results, and the Owner will be notified by the Management Office

accordingly. The Association will make every effort to expedite the refund process but has no control over the County permit process which remains the responsibility of the Owner.

The security deposit amount and the types of installation/changes requiring the security deposit will be specified in the ARC Application and may be changed by the Board from time to time as needed.

ARTICLE 4 : ANTENNAS/SATELLITE DISHES

The installation of antennas/satellite dishes requires the submission of an ARC application for prior approval.

An antenna is defined by Federal Communications Commission (“FCC”) to include:

- a. a dish antenna that is one meter [thirty-nine point thirty-seven (39.37) inches] or less in diameter and is designed to receive direct broadcast satellite service, including direct-to-home satellite service;
- b. an antenna that is one meter or less in diameter or diagonal measurement and is designed to receive video programming services via broadband radio service (wireless cable) or to receive or transmit fixed wireless signals other than via satellite; and
- c. an antenna that is designed to receive local television broadcast signals.

4.1 Antennas may be placed on the outside of a Home in accordance with the FCC law. If the antennas/ are installed in the rear of the Home, they are deemed approved; however, they may not in any case interfere with the easement of a neighboring owner ’s Home. Antennas shall not be permitted on the front of any Home unless it would be the only area on the Home to provide an acceptable signal, as determined by the Owner’s Contractor/Vendor.

ARTICLE 5: AWNINGS

The installation of awnings requires the submission of an ARC application for prior approval.

An awning is defined as any retractable roof-like structure, cantilevered, or otherwise entirely supported at the rear of the Home. An awning is comprised of a lightweight rigid or removable skeleton structure over which an approved cover is attached.

- 5.1** An awning may be installed in the rear of the Home as approved by the ARC.
- 5.2** All awnings must be installed in conformance with all applicable requirements of the Palm Beach County Building Department and the State of Florida Building Code.
- 5.3** The color of the awning fabric shall be a color in matching the exterior stucco wall color of the Home, as closely as possible.
- 5.4** Any damages to the awnings (holes, tears, rips, discoloration) must be repaired, replaced or removed at the Owner’s expense.

ARTICLE 6: DOMESTIC WATER FILTER EQUIPMENT

The installation of domestic water filtration requires the submission of an ARC application for prior approval.

- 6.1** A domestic water filter system may be installed by the Owner on the side of the Home.
- 6.2** A Palm Beach County Building Permit is required for all water filter installations outside the Home.
- 6.3** All filtration equipment must be hidden from view by planting shrubs, plants or hedges.

ARTICLE 7: DRIVEWAYS, APRONS, RAMPS, WALKWAYS AND SIDEWALKS ON OWNER'S PROPERTY

Any changes to driveways, aprons, ramps, walkways and sidewalks on an owner's property require the submission of an ARC application for prior approval.

- 7.1** Only clear sealer (without tint) may be applied to a driveway, apron, ramp or walkway. Painting, staining and/or tinting of driveways, aprons, ramps or walkways is not permitted.
- 7.2** If the Owner submits an application to the ARC for an entirely new driveway, apron, ramp, or walkway, then the entry walkway to the home and the driveway, apron, ramp or walkway must be the same material, size, pattern and color, and the proposed changes must be consistent with the existing color of the Home. Any paver color that is selected and listed on the ARC application must be one of the currently approved pavers and colors authorized by the HOA. The currently approved HOA selections are available for owner review in the Management Office. Any other paver selection will be denied.
- 7.3** Irrigation piping is not allowed to be placed under a driveway, apron, ramp or walkway.

ARTICLE 8: EXTERIOR DECORATIVE ELEMENTS, ORNAMENTS, STATUES, BENCHES, WATER FOUNTAINS AND OTHER MAN-MADE OBJECTS

- 8.1** The height of any fountain, statue or other man-made objects shall not exceed forty-eight (48) inches, including any foundation and/or base, and must be within a bordered landscaping bed.
- 8.2** Bird feeders and bird baths are not permitted anywhere outside the Home on any Owner's property.
- 8.3** Ornaments, decorations or any man-made objects may be required to be removed at the discretion of the Association for the purpose of the repainting of the Home or other Association maintenance.
- 8.4** Standing water in a vessel of any kind shall not be permitted on the owner's property.

- 8.5** A limit of a total of eight (8) free standing man-made objects shall be permitted on the exterior portion of the Home on the owner's property. Permitted are three (3) in the front yard, and five (5) in the rear yard (outside of the screened or glass enclosure). There is no limit within the screened or glass enclosure. Man-made objects are not permitted in the side yards of the property. All man-made objects located in the front yard shall be within an edged bordered Landscaping bed. In the event of a hurricane watch (72 hour warning) movable man-made objects shall be removed and stored so as not to present a "flying object" hazard.
- 8.6.** Pots or other plant containers shall be permitted only in the front and rear yards of the Home. Pots located in the front yard are required to be in a landscaped bed. Pots and decorative objects are permitted at the entrance walkways, but only within the confines of the front entrance. Pots or decorative elements are permitted on either side of the garage doors, but must be placed directly under the garage coach lights. Pots, or raised pavers or rocks or any man-made objects are not permitted at any point along the driveway or at the end of the driveway near the sidewalk or street. Pots or man-made objects are not permitted adjacent to the driveway or on the grass.
- 8.7** Lighting of statues or sculptures shall illuminate only those items. Lighting shall not flood the rest of the owner's or any other owner's or Association common property area.

ARTICLE 9: EXTERIOR HOME FRONT DOORS

The replacement of a Home's exterior front doors requires the submission of an ARC application for prior approval.

- 9.1** Describe the work to be done and the materials that will be used.
- 9.2** If Owners want to change the color of the front door frames and/or door, the only color options available are white, the color of the existing color of the Home or the existing trim color of the Home.
- 9.3** Glass inserts for the exterior front doors, hurricane type or not, are allowed.

ARTICLE 10: EXTERIOR HOME WINDOWS

The replacement of a Home's exterior windows requires the submission of an ARC application for prior approval.

- 10.1** The window frames of any replacement window (front elevation, side or rear elevation of home) must be white, or the color of the Home trim color. This requirement also applies to the window frames of any arched and or half round transom window on the front elevation of a home.
- 10.2** If a translucent textured glass block privacy window or any original window with translucent privacy glass is replaced, the replacement window must also be a window with translucent privacy glass that will preserve the privacy of any adjacent Home.

10.3 Original translucent textured glass block window installed by the Developer may be replaced with translucent textured glass block window that are like or similar to the original glass block window in size and transparency. If a glass block window is to be replaced with an impact rated non-glass block window, the replacement impact window must replicate the look, size grid pattern and transparency of the original glass block window that was originally installed by the Developer.

10.4. When any window on the front elevation of a Home is replaced, the replacement window must include a white rib/grid pattern consistent with that of the original window. If the arched or half round transom window installed by the Developer on the front elevation of a Home is replaced, the replacement window must also include a white rib/grid pattern consistent with the original window design as installed by the Developer. If such front elevation arched or half round transom window was installed by the Developer without a white rib/grid pattern this element is not required in a replacement window of the same size and shape.

ARTICLE 11: EXTERIOR FIXTURES (LIGHTING AND COACH LIGHTS, HOME NUMERIC STREET ADDRESS, MOTION DETECTORS AND WALL DÉCOR)

Installation/change of these exterior fixtures requires the submission of an ARC application for prior approval.

- 11.1** Lighting may be installed on the exterior wall of a Home, except for the zero lot line side wall. The wall lighting shall only be directed on the Owner's Lot and shall not be permitted to be directed on any adjoining Owner's Home or Lot or Association common property. The color of the light fixture shall be black, bronze or pewter.
- 11.2** Coach lights with white lights shall be installed on the exterior wall of a Home, one on each side of the garage door. Coach lights color shall be black, bronze, or pewter. Coach lights that are discolored, have peeling paint, or are broken must be repaired or replaced by the Owner.
- 11.3** If an installed coach light covers up any part of the Home's numeric street address, the numerals shall be removed and placed above or below the coach light so that they are visible from the street.
- 11.4** Landscaping lighting shall be used only for landscaping material, shall illuminate only the Owner's landscaped bed areas and must not be directed on any adjoining Owner's Home or Lot or Association common property. If it is determined by the ARC that any lighting referred to above interferes with the peaceful enjoyment of a neighboring property, the ARC may require the light(s) to be repositioned, replaced or removed.
- 11.5** All underground low voltage electrical wiring outside of flower beds must be buried at least five (inches below the ground level. Line voltage installations must be according to Palm Beach County Code, and must be installed by a licensed electrician.
- 11.6** Motion detectors may be installed on any exterior wall of a Home, or on the Owner's Lot.
- 11.7** Motion detector lighting shall only be directed on the Owner's Lot and shall not be permitted to be directed on any adjoining Owner's Home or Lot or Association common property.

11.8 The Home's numeric street address shall be installed on the side of the garage closest to the main entry door of the Home and be visible from the street at all times. The address numerals shall be black in color, and the dimension of each numeral must be 4 ½ to 5 inches in height and a maximum of 3 inches in width. Any type of lighted address numerals including LED or multicolor are not permitted. The address numerals must be installed above or below a coach light at a minimum of 3 inches above or below the highest or lowest point of the coach lights.

11.9 Except for coach lights and a Home's numeric street address, any wall décor installed on the front side of a Home facing the street (above and on both sides of the garage door) is not permitted.

ARTICLE 12: FISH PONDS AND WATERFALLS

The installation of fish ponds and waterfalls requires the submission of an ARC application for prior approval.

12.1 Fish ponds and waterfalls are permitted but, if required, a Palm Beach County Building Department permit must be submitted with the application.

12.2 The specifications for the fish ponds and waterfalls must be submitted with the application, including information about location, measurements, etc.

ARTICLE 13: FLAGS AND FLAG POLES

Installation of flag poles requires the submission of an ARC application for prior approval.

13.1 The only flags permitted for display are those that are the official United States flag, not larger than four and a half (4 ½) feet by six (6) feet which is to be displayed in accordance with the applicable Florida Statute(s). In addition to the United States flag, an owner may also display: one official flag of the State of Florida, the United States Army, Navy, Air Force, Marines, Coast Guard, or a POW-MIA flag, or a First Responder flag. Such additional flag must be equal in size to or smaller than the United States flag. Banners and pennants displayed in the same or similar location and manner as the flags listed in Florida HB 437 are not permitted for display outside a Home. Any banner or pennant that is political or representative of another country's national flag is not permitted.

13.2 The location and permanent installation of any flag pole may only be permitted as approved by the ARC. Flags affixed to the front elevation of a home may only be displayed on flag poles mounted on either side of the home's garage door. The location and permanent installation of any other flag pole must also be approved by the ARC, and if required, may be further conditioned for compliance with county ordinances and obtaining governmental approval.

13.3 Flags shall be maintained in accordance with federal and state laws, as applicable. The owner shall replace a flag that is torn, dirty or discolored.

ARTICLE 14: GARAGE DOORS

Installation or other changes to garage doors requires the submission of an ARC application for prior approval.

- 14.1 An Owner must comply with all Florida and Palm Beach County codes and ordinances governing the installation of garage doors, hurricane type or not.
- 14.2 Describe the plans and specifications for the work to be done, including diagrams, sketches, pictures of sample material and colors to be used.
- 14.3 The replacement door must be a sectional garage door in a stile (vertical) and rail (horizontal) design, without windows, that replicates the original garage door as installed by the Developer.
- 14.4 The color of the exterior garage door must be white, the existing trim color of the Home or the existing color of the Home.

ARTICLE 15: GENERATOR WITH UNDERGROUND PROPANE TANKS

The installation of a generator with underground propane tanks requires the submission of an ARC application for prior approval.

- 15.1 All Owners must comply with all Florida and Palm Beach County codes and ordinances governing the installation of generators with underground propane tanks. The Associations requires that the propane tanks be buried underground and has limited the total gallons that may be stored in underground tanks to five hundred (500) gallons.
- 15.2 The Application shall include:
 - a. a survey and drawings of the proposed locations for the installation of the propane tanks, generator, gas lines, electrical boxes, etc.; and
 - b. a description of the equipment to be installed, such as model number, size and KW capacity of the generator, and model numbers and size of the tanks.
- 15.3 If landscaping changes are needed, specify what these will be and who will do the landscaping work. If relocation or redirection of sprinklers is involved, provide details of this.
- 15.4 After completion of the installation and testing of the generator, the Owner must provide the Palm Beach County certified test results showing that the operating noise level is seventy-two (72) decibels or less.
- 15.5 Any repair or remediation of any damage done to any property, including changes of grade, sprinklers and/or sod, shall be the responsibility of the Owner.

ARTICLE 16: HURRICANE SHUTTERS

The installation of replacement hurricane shutters requires the submission of an ARC application for prior approval.

- 16.1 Hurricane shutters may be installed on all windows and glass doors of the Home in accordance with all applicable Florida State and County codes.

16.2 Accordion shutters and roll-up shutters are permitted. The roll-up mechanism shall be mounted as high as possible so that the bottom edge is at least six (6) inches above the transom; when deployed, the bottom of either shutter is no more than two (2) inches below the bottom of the transom.

16.3 Only white, beige, ivory or clear shutters are permitted.

ARTICLE 17: LANDSCAPING

Proposed changes to Landscaping beds in front and back of a Home require the submission of an ARC application for prior approval. Any changes to be made within previously approved Landscaping beds do not require prior approval, unless relocation or redirection of sprinklers is involved.

17.1 Landscaping material or ivy may not climb up or cling to the exterior wall of any Home. In the front of the Home, no Landscaping shall be higher than bottom of the coach lights on the front of the garage; nor cover the address of the Home. On other walls of the Home, the Landscaping shall be kept no closer than twelve (12) inches from the walls of the Home and no closer than twelve (12) inches from the roof eaves of any Home.

17.2 The maximum height of any installed decorative Landscaping hedge shall not exceed three (3) feet from the grade to the top of the hedge. "Privacy hedges" shall be maintained at no more than six (6) feet in height. Hedges around Association common area utility boxes shall be maintained at six (6) to ten (10) inches above the top of the box. Hedges around Owners' outdoor air conditioning and inground generator units shall be maintained to a height of the A/C outdoor or inground generator unit. Hedges directly in front of Villa Borghese's six (6) foot perimeter walls shall be maintained at four to six (4 to 6) feet in height.

17.3 The height of any changes or additions that might materially obstruct any adjoining neighbor's views of the lakes behind the Homes shall be maintained at a height not to exceed four (4) feet from the grade. The grade shall not be altered or changed. The ARC will take into consideration the effect on lake views of such Landscaping, both at the proposed time of installation and at the time when maximum growth shall have occurred.

17.4 Potted plants, elevated pavers, rocks, garden furniture and ornaments may be placed in the flower beds, but are not allowed to be placed on the side of a driveway, on the driveway, or on the front or back lawns of an Owner's home, or on the zero lot side of the home.

Potted plants, elevated pavers, rocks, garden furniture or ornaments that were on or lining a driveway and were in place on November 12, 2018 will be grandfathered; however, if the grandfathered Landscaping material in the pots die, the pots must be removed and shall not replanted. If the elevated pavers or rocks are removed, the Owner is prohibited from installing new elevated pavers or rocks to line the driveway. If an Owner sells his or her home, the grandfathered pots, elevated pavers or rocks, as applicable, must be removed before the home is sold, and the Owner must notify his or her prospective buyer that any pots, elevated pavers or rocks as described in this item constitute a violation and will be subject to fines if not removed.

- 17.5 Owner Landscaping shall not be installed in the designated easements which generally are as follows: Utility Easement, Drainage Easement and Lake Easement.
- 17.6 Fruit bearing trees or plants, or vegetable plants are not permitted to be planted in the ground or in pots outside the screened-in area on the Owner's property. Fruit bearing trees or vegetable plants that are in place on November 12, 2018 will be grandfathered; however, if such grandfathered items die, the Owner is prohibited from planting these again. If an Owner sells his or her Home, the grandfathered fruit bearing trees or plants or vegetable plants will have to be removed from the roots before the Home is sold, and the Owner must notify his or her prospective buyer that the fruit bearing trees and vegetable plants as described in this item constitute a violation.
- 17.7 The three (3) palms that were installed by the Developer shall not be removed from the front of the Home unless replaced by the type or variety approved by the ARC.. **The Association will replace the 3 Palms in the front of Homes planted by the builder ONLY when 2 Palms have died, and all 3 will be replaced with a Triple Foxtail Palm. If only one Palm dies, the dead Palm will be removed by the Association but will not be replaced.**
- 17.8 The acceptable hardwoods are noted in item 17.18 below. If an Owner requests removal of a hardwood tree that was planted by the Developer on his or her front lawn and is causing damage to the common sidewalk, such request must be approved by the ARC. Any hardwood tree that is to be replaced must be replaced by a hardwood tree. If the ARC determines that the only option is to remove the tree causing the damage, the tree will be removed by the Association who will also pay the cost of the removal; however, the Owner shall be **required** to replace the tree with an ARC approved tree and pay the cost of the tree's purchase and planting. If the ARC determines that there are other options to removing the tree, such as cutting back the tree roots, the Association will pay such cost.
- 17.9 If an Owner wishes to remove a hardwood or ornamental tree on their Lot, the Owner must submit an ARC application for prior approval. The ARC may solicit information from the Landscape Committee and will review the reason for the removal of the tree and determine the consequences of a removal, such as cost implications (who is responsible to pay for the removal), and if a replacement tree is required. If the tree is approved for removal, and the ARC determines that the Owner is responsible for all costs, the Owner will be responsible for the entire cost of removing the tree and its stump, and for any ARC approved replacement tree ~~plant~~ or, if no new tree is required, restoring the area where the tree was removed to a lawn without a noticeable depression.
- If a hardwood tree on an Owner's Lot dies, the Owner must submit an ARC application for prior approval to remove and replace the tree. A hardwood tree must be replaced with a hardwood tree. If it is determined by the ARC that the tree died as a result of the negligence of the Association or its agents, the Association will be responsible to pay for the removal of the tree and its stump, for the cost of a new tree and its planting. If a hardwood tree on an Owner's Lot is determined by the ARC to have died for any other reason, the Owner will be responsible for the removal of the tree and its stump, for the cost of a new tree, and its planting.
- 17.10 If a tree located on an Owner's lot causes root intrusion into the Owner's driveway or into sewer, cable, telephone or electrical lines nearby, the Owner shall be required to pay for the removal of the intruding root(s) and, if applicable, the repair of the pavers. If the root intrusion lifts the common

sidewalk, the Association shall be required to pay for the removal of the intruding root(s) and common sidewalk repair.

- 17.11** Any changes to the Landscaping on the exterior of the Home must be in accordance with the Palm Beach County Zoning Division –Landscape Section.
- 17.12** Owners are not permitted to create landscaping beds in a size or manner that will inhibit the Association’s Landscape Maintenance Contractor from their normal process of mowing the lawn. Additionally, residents are prohibited from planting any trees, bushes or plants on the side of their home that will inhibit the Association’s Landscape Maintenance Contractor from their normal process of mowing the lawn on the side of the home or using the side of the home for access to and from the back of the home for lawn or landscaping maintenance. Bushes and hedges planted around air conditioning or generator units will be permitted.
- 17.13** Landscaping lighting shall be used only for the Landscaping material. Landscaping lighting shall illuminate only the Owner’s Landscaped bed areas. Lighting shall not flood the rest of the Owner’s or any other Owner’s property or Association common property areas.
- 17.14** A free standing trellis, not permanently secured to the wall of the Home, the privacy wall or the Association perimeter wall, in any manner, may be installed for Landscaping, but it shall be located adjacent to the wall or privacy wall of the Home, or the perimeter wall. All Landscaping on the trellis shall be kept neatly pruned by the Owner. An Owner will be required to remove the trellis from the wall of a Home, privacy wall or perimeter wall when the Association provides notice that it needs to perform administrative maintenance, such as but not limited to, the communitywide painting of these walls, maintenance of the sprinkler systems, etc.
- 17.15** Landscaping plant material shall not be permitted to run free, climb up or cling to the exterior of the Home or mailbox. Landscaping shall not be permitted to form an archway or frame any door, garage door or window of the Home. Such Landscaping plant material in place on November 12, 2018 will be grandfathered; however, when such plant material dies, the owner is prohibited from replanting it. If an Owner sells his or her Home, the plant material, will have to be removed before the Home is sold, and the Owner must notify his or her prospective buyer that plant material as described in this item constitute a violation.
- 17.16** Artificial plants or trees are not allowed in the Owner’s planting beds.
- 17.17** The following plant material shall generally be acceptable for hedges: Arboricola, Viburnum, Jasmine, Gold Capella, Hibiscus and other similar dense plant material approved by the ARC. Further, no hedge shall be permitted to exceed six (6) feet in height from the adjacent finished grade.
- 17.18** The following trees are permitted:

PALM TREES

Adonidia (Christmas Palm)
Alexander Palm
Fox Tail

HARDWOOD SHADE TREES

Callophyllum
Green or Silver Buttonwood
Pink Tabebuia

Montgomery Palm
Pygmy Date Palm (Robellini)
Sylvester Palm

- 17.19** Owners wishing to make Improvements to the Landscaping on their lot, whether done by Owner or Contractor/Vendor shall not make any change that will alter the slope or drainage of the lot as a result of the Landscaping change. An inspection of the Landscaping change or improvement by the ARC is required before any application deposit may be released.
- 17.20** Owners who wish to either plant new Landscaping items by the Association's perimeter walls, or change Landscaping items that are already planted by the Association's perimeter walls, are required to submit an ARC application to get prior approval from the ARC to make such changes. Plants by the perimeter wall may not exceed the height of six (6) feet. Owners who have Landscaping items planted by the Association's perimeter walls will be required to remove or cut down such plants when the Association provides notice that it needs to perform administrative maintenance, such as but not limited to, the communitywide painting of the perimeter walls, maintenance of the sprinkler systems, etc. The Association will not be responsible for any damages caused to the plants during such administrative maintenance initiatives.
- 17.21** The Association is not responsible for trimming cacti, agave or similar plants placed in an Owner's flower beds (in front of the home and behind the home) or lot that have sharp needles or spines that may be hazardous to those handling such plants. In a situation where the Management Office determines that cacti, agave or other similar plants are a hazard to Landscaping workers, residents or guests, the Owner will be required to either remove the plant or remove the needles or spines from the plant at his/her expense.
- 17.22** Owners have the option of electing whether or not they want the Association's Landscaping contractor to maintain the plants, shrubs and ornamental trees (Oleander, Hibiscus, Bougainvillea, Jatropha, etc.) within the Owner's Landscaping beds in front and back of the Home and in front of the garage, as applicable, for a specific calendar year. (Note: Cacti, Bird of Paradise, and Christmas Palms will not be maintained by the Association's Landscaping contractor.) The option may only be elected once in any calendar year.

Election To Opt Out of Association Landscaping Services

If an Owner elects to opt out of the Association's landscaping services, the Owner will continue to be responsible for their portion of the operating expenses incurred by the Association for providing such services to other Owners in the community who do not elect to opt out of the Association's landscaping services.

If the Owner elects this option, he or she must complete a ***Landscaping "Opt Out" Form*** and submit it to the Management Office in person, by mail or by fax. The completed form will identify the start date for this election and identify who will provide the landscaping services to the Owner's property: a private Landscaping contractor or the Owner. Owners who elect such opt out will not be able to change this election until the calendar year following the start date for this election stated in the form.

The completed form will identify the start date for this election and, if applicable, identify the private Landscaping Contractor/Vendor that will be providing landscaping services to the Owner by providing such Contractor's/Vendor's information as requested in the form and attaching the contractor's license and insurance documentation. As long as an Owner does not change this election, it will remain in effect until the Owner submits a new form to the Management Office electing otherwise. ***Owners who elect this option will continue to receive standard lawn care provided by the Association:*** lawn mowing; lawn fertilization; lawn insect control; weed control for the lawn and driveway; maintenance of the irrigation system; maintenance of hedges; maintenance of plants around air conditioning and generator units; yearly tree trimming of Calophyllum, Green or Silver Buttonwood, Pink Tabebuia, and tree palms in front of a home and one tree behind the home (optional).

Owners who complete the form and submit it to the Management Office will also be required as of the start date on the form to place a **red reflector** in the right landscaping bed flanking the Home's garage, and in the rear of the Home place a **red reflector** on the six (6) inch edge of their privacy wall. The red reflector will alert the Association's landscaping contractor crew that the Owner has opted out of having the crew maintain the plants, shrubs and ornamental trees within the Owner's Landscaping bed in the front and back of the Home and in front of the garage, as applicable. If an Owner does not complete the form and submit it to the Management Office, any red reflector placed on the Owner's property will be removed.

Owners who opt out as described above and hire a private Landscaping contractor or intend to do their own Landscaping will be deemed to assume sole responsibility of ensuring that their Landscaping is maintained in conformity with Article 11 of the Association's Architectural Review Committee's Guidelines and Community Standards. Additionally, such Owner shall hold the Association harmless with regard to any damage to the Association's property or another Owner's property. The Owner also assumes the responsibility for ensuring that discarded Landscaping material is either hauled away or is securely bagged for curb-side pick-up on Mondays.

Election to Opt Back In for Association Landscaping Services

If an Owner elects this option, he or she must complete the **Landscaping "Opt Back In" Form** and submit it to the Management Office in person, by mail or by fax. The completed form will identify the start date for this election. This election means that Association's Landscaping contractor will provide all Landscaping services to the Owner's property. Owners who elect the option will not be able to change this election until the calendar year following the start date for this election shown in the form. As long as an Owner does not change this election, it will remain in effect until the owner submits a new form to the Management Office electing otherwise.

17.23 Discarded Landscaping Debris/Materials on Owner Property. If an Owner hires a private landscaper to do Landscaping work for them, the Owner is required to inform their landscaper that part of their responsibility is to immediately remove the discarded Landscaping debris/materials in one or more of the following ways:

- Haul the debris/materials away;
- Properly and securely bag all such debris/materials for curbside pick-up on designated garbage pick-up days; or

- Stuff the debris/material into the Owner's garbage can and place it curb-side after 6:00 PM on the day before a scheduled garbage pick-up.

If an Owner's landscaper does not do this, it is the Owner's responsibility to do this.

If an Owner does their own Landscaping work, it is the Owner's responsibility to immediately remove the discarded Landscaping debris/material in one or more of the following ways:

- Arrange to have someone haul the debris/materials away;
- Properly and securely bag all such debris/materials for curbside pick-up on designated garbage pick-up days; or
- Stuff the debris/material into the Owner's garbage can and place it curb-side after 6:00 PM on the day before a scheduled garbage pick-up.

17.24 An Owner may not trim or prune any hardwood tree on an Owner's Lot to the extent that the tree will never regrow a natural canopy, or is damaged to the extent that it will not regrow a natural canopy without proper pruning. Owners requesting to trim or prune a hardwood tree must submit an ARC application providing information needed to support their request. The ARC will review the application and prescribe appropriate solutions.

17.25 Owners are prohibited from making changes to any Association property Landscaping, including but not limited to, trees, hedges, and flowerbeds. Owners who have an issue with any Association property landscaping shall contact the Property Manager.

ARTICLE 18: MAILBOXES

18.1 After the Association replaces all the Owners' mailboxes, each Owner will be responsible to clean, repair or replace the mailbox, as needed, in a timely manner. Mailboxes with peeling paint, missing or faint house numbers, and/or mold/mildew must be repaired by the Owner. Owners who need to repair or replace their mailbox should call the Management Office to get contact information for vendors that meet the Association's requirements for such repair or replacement.

ARTICLE 19: PATIOS AND GLASS ENCLOSURES

Proposed changes to patios and glass enclosures require the submission of an ARC application prior to approval.

19.1 An addition to a Home that expands its footprint will not be permitted.

19.2 When extending a patio, the existing grades and slopes must not be altered. Any Owner wishing to extend a patio must (a) submit, together with the work application, a cross-section diagram showing the end of the extension, (b) an indication of how the existing grade and slope meet the new extension, and (c) provide written certification from the Contractor/Vendor that the slope or drainage of the Lot will not be changed after completion. This certification must be submitted to the ARC before any application deposit can be released. Any retaining wall required must be shown on the diagram. Before patio excavation begins, survey stakes shall be installed along property lines and shall

remain in place until final ARC inspection. Sod mitigation shall be put in to prevent fill from excavation entering common area properties and/or run off into lakes.

- 19.3** All Alterations or Additions to any patio must match the existing patio materials.
- 19.4** Glass enclosures around patios are permitted but the enclosure must be supported by a metal structure and must be white.
- 19.5** If a Palm Beach County permit is required, such permit must be submitted to the ARC after the changes are finalized.
- 19.6** Irrigation piping is not allowed to be placed under patio pavers or poured concrete. After receiving approval for the proposed changes from the ARC and Palm Beach County, and before any patio pavers or concrete work may begin, the Owner is required to have the Contractor/Vendor “mark out” and trench the area to expose existing irrigation piping. Once this is done, the Owner is required to submit a work order to the Management Office requesting an inspection of the “mark out” and trench area. Within 48-96 hours after such work order has been received, the irrigation supervisor will conduct an inspection to determine whether irrigation piping is involved. If the piping is involved, the piping will be capped off or rerouted, at the Owner’s expense.

ARTICLE 20: PERGOLAS, GAZEBOS, ARBORS AND ANCILLARY FIXED STRUCTURES

The installation of pergolas, gazebos, arbors and ancillary fixed structures requires the submission of an ARC application for prior approval.

- 20.1** Addition to a Home that expands its footprint will not be permitted.
- 20.2** Pergolas, gazebos or arbors are permitted but must conform to the following:
- a. These structures are only permitted in the rear of the Home and within the confines of the patio;
 - b. These structures shall not be permitted to exceed ten (10) feet in height; and
 - c. The colors permitted for these structures shall be either white or naturally treated wood.
- 20.3** If a Palm Beach County permit is required, such permit must be submitted to the ARC after the installations are finalized.
- 20.4** Ancillary fixed structures such as, but not limited to, tree houses, carports, storage sheds, Tiki huts, playground equipment, fixed basketball hoops, are not permitted on any lot.

ARTICLE 21: POOLS, SPAS AND RELATED WATER FILTRATION EQUIPMENT

The installation of pools, spas and related water filtration equipment requires the submission of an ARC application for prior approval.

- 21.1** Before pool or spa excavation begins, survey stakes shall be installed along property lines and shall remain in place until final ARC inspection. Sod mitigation shall be put in to prevent fill from excavation entering common area properties and/or run off into lakes.

- 21.2** Equipment to support the use of pools and spas may be installed on the side of the Home, but only at or near the rear yard. The location of the equipment may not be opposite a window of the adjacent Home. The equipment must be installed no more than five (5) feet from the air conditioning unit slab toward the back of the Home. The equipment shall be concealed by landscape hedges as approved by the ARC.
- 21.3** The exterior portion of the pool or spa wall must be a minimum of three (3) feet from any structure of the Home including the columns of any covered patio.
- 21.4** Plants, bushes and/or hedges are required to be installed to camouflage all pool or spa pumps and filter equipment. To the maximum extent possible, noise from the pool or spa equipment shall be abated.
- 21.5** Pool or spa related equipment shall not be installed in any easement.
- 21.6** Permanent kiddie's pools are not permitted. Temporary kiddie's pools are permitted, but these may only be used during daylight hours.

ARTICLE 22: ROOF GUTTERS

The installation of roof gutters or changes to a previous installation requires the submission of an ARC application for prior approval. Note: Palm Beach County requires that gutters be installed on the zero lot line side of a Home.

- 22.1** Metal roof gutters and leaders may be installed and shall be either white or match the color of the Home's exterior wall surface or trim on which it is installed.
- 22.2** Leaders shall not be installed in a manner where two or more leaders are close to each other – the leaders should be as far apart as possible to avoid erosion of soil and Landscaping on the side of Homes.
- 22.3** Installed gutters must have leaders that divert rain water to drain in accordance with the engineered drainage of the lot, and the leaders shall empty directly onto splash blocks so as not to erode the Landscaping.
- 22.4** The front downspout on the zero lot line side of a zero lot line Home shall not drain directly toward a neighboring Owner's property. The rear downspout on the zero side of the Home must be directed and drain to the rear yard of the Owner's property, and not onto a neighboring Owner's property.
- 22.5** French drains may be installed to divert drainage away from the foundation of Homes.

ARTICLE 23: ROOF REPLACEMENT

The replacement of roofs requires the submission of an ARC application for prior approval.

- 23.1** The application must describe the plans and specifications for the work to be done, including diagrams, sketches, pictures of sample materials and colors to be used, as applicable. The color and profile of the roof tiles to be used must be consistent with the existing color of the Home and selected from tiles that are currently approved by the HOA. The approved roof tile profile, size and colors are available for review in the Management Office. The only roof tile profile, size and color that will be approved by the ARC must come from the HOA currently approved selections available for owner review in the Management Office. Any other roof tile selection will be denied.

ARTICLE 24: SCREENED ENCLOSURES

The installation of screened enclosures requires the submission of an ARC application for prior approval.

A screened enclosure is defined as a building or part thereof, in whole or in part self-supporting, and having walls of insect screening with or without removable vinyl or acrylic wind-break panels and a roof of insect screening. This article pertains to screened enclosures in the front of a Home (“birdcage”) as well as in the rear of a home.

- 24.1** Screened enclosures in the rear of a Home must meet all rear and side yard setback requirements set forth by Palm Beach County Building Department.
- 24.2** Screened enclosures in the rear of a Home must be offset by two (2) feet from the privacy wall, if the enclosure is to exceed past the privacy wall toward the rear of the property.
- 24.3** Rear yard screened enclosures and their doors shall be constructed of aluminum supports (white in color) and with charcoal color nylon mesh screening.
- 24.4** Only the roofed area of the front entry of the Home may be screen enclosed.
- 24.5** The location of the door in the screened enclosure in the rear of a Home is preferred on the non-zero side or rear portion of the enclosure.

ARTICLE 25: SIGNS, ADVERTISEMENTS, NOTICES, AND LETTERING

The placement of signs, advertisements, notices or lettering requires the submission of an ARC application for prior approval.

- 25.1** Realtor signs, “Real Estate For Sale” or “For Sale” signs are not permitted on or about an Owner’s Lot or property, and such signs must not be visible from the Owner’s Home. Such signs shall also not be placed on Association property.
- 25.2** Signs for estate sales or garage sales are not permitted to be placed on or about an Owner’s Lot or property or Association property.

25.3 Other signs, advertisements, notices or lettering shall not be displayed on the Owner's Lot or property, or Association's property, unless the placement, content, form, size, lighting and time of placement of these items comply with ARC requirements, conform with governmental codes and regulations, and are approved by the ARC.

ARTICLE 26: SOD REPLACEMENT

The replacement of sod on an owner's lot requires the submission of an ARC Application for prior approval.

26.1 The Citrablue variety of St. Augustine sod/grass is the only kind of sod/grass that may be used to replace sod/grass on an Owner's lot. As other sod/grass varieties are determined to be able to survive the Mosaic virus become available, the ARC may permit such other sod/grass varieties.

ARTICLE 27: SOLAR PANELS

The installation of solar panels requires the submission of an ARC Application for prior approval.

27.1 Solar panels may be installed, but must be in accordance with Florida statutes or any other governmental rules or regulations in effect as of the date of the submission of the ARC application.

27.2 If the solar panels are mounted on the roof of the Home, the ARC shall require that the color match the roof tile of the Home.

ARTICLE 28: TREE REMOVAL AND REPLACEMENT

The removal and replacement of a hardwood or ornamental tree on Owner Lot requires the submission of an ARC Application for prior approval.

The ARC may solicit information from the Landscape Committee and will review the reason for an Owner's request to remove a hardwood or ornamental tree and determine the consequences of a removal, such as cost implications (who is responsible to pay for the removal), and if a replacement tree is required. If the tree is approved for removal, the owner will be responsible for the entire cost of removing the tree and its stump, and for any ARC approved replacement tree or, if no new tree is required, restoring the area where the tree was removed to a lawn without a noticeable depression.

If a hardwood tree on an Owner's Lot dies, and it is determined by the ARC that the tree died as a result of the negligence of the Association or its agents, the Association will be responsible to pay for the removal of the tree and its stump, for the cost of a new tree, and its planting. If a hardwood tree on an Owner's Lot is determined by the ARC to have died for any other reason, the Owner will be responsible for the removal of the tree and its stump, for the cost of a new tree, and its planting.

A hardwood tree must be replaced with a hardwood tree.

28.1 If a ***Palm Tree*** is to be removed, the following replacement palms are permitted, depending on the availability of such palm tree:

- Adonidia (Christmas Palm)

- Alexander Palm
- Fox Tail
- Montgomery Palm
- Pygmy Date Palm (Robellini)
- Sylvester Palm.

28.2. If a ***Hardwood Shade Tree*** is to be removed, the following replacement trees are permitted, depending on the availability of such tree:

- Calophyllum
- Green or Silver Buttonwood
- Pink Tabebuia.

28.3 The Owner will be responsible to select a Contractor or Vendor to remove and replace a tree on their Lot and will be responsible to pay the Contractor or Vendor for the tree removal and for the purchase and planting of a replacement tree. The cost of the removal and replacement of the tree is the responsibility of the Owner and the Contractor or /Vendor. The Owner and the Contractor or Vendor will determine the tree removal and replacement timetable.

28.4 The Contractor or Vendor will only remove a tree or plant a replacement tree as permitted by the ARC and as specified in this application. The replacement tree will be planted in the same place as the tree that was removed, unless otherwise approved by the ARC. When the tree is replaced, the ARC will inspect the tree replacement to confirm if the location and type of tree planted conforms to that specified in this application.