

Design Review Manual

For

Playa del Sur and Carino la Mer

Hammock Dunes Private Community™

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(Replaces all previous versions)

Prepared for:

Hammock Dunes Owners' Association, Inc.

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INTRODUCTION

The Declaration of Protective Covenants, Conditions and Restrictions for the Hammock Dunes Private Community (Master Declaration) establishes a standing committee of the Hammock Dunes Owners' Association, Inc. (HDOA), designated the Design Review committee (DRC), whose function is to review and approve or disapprove plans for any proposed new construction or exterior improvement, or Structure within the Hammock Dunes Private Community ("Hammock Dunes"). The Master Declaration has granted the DRC broad discretionary powers regarding design, construction and development including architectural style, colors, texture, materials, landscaping, overall impact on surrounding property, and other aesthetic concerns. This Design Review Manual is a portion of the Development Codes referenced by the Master Declaration and the specific Neighborhood Declaration. In the event of a conflict between this Design Review Manual and the Master Declaration, the Master Declaration shall prevail. In the event of a conflict between the Design Review Manual and the Declaration of Protective Covenants, Conditions and Restrictions of Ocean Estates ("Neighborhood Declaration"), the Neighborhood Declaration will prevail. The HDOA Board of Administrators shall have complete and exclusive discretion and authority to determine when such provisions are deemed in conflict with one another.

When the DRC reviews and approves a variance to the Master Declaration or Neighborhood Declaration, the submittal must be approved by the HDOA Board of Administrators at a duly noticed Board meeting. After the HDOA Board grants or rejects the variance, the submission will go back to the DRC before Final Review and Acceptance, as applicable. Further, when the variance is adjacent to Hammock Dunes Club property, the variance must be reviewed by the general manager for the Club in addition to the HDOA for approval.

Any matters or incidents outside the delegated authority of the DRC, as delineated in the Master Declaration or this Design Review Manual, shall be referred to the HDOA Board of Administrators for action and/or determination.

To the extent that the Declaration, Neighborhood Declaration, or these DRC Guidelines do not specifically address a particular improvement, Structure, change or alteration, the DRC may deny a proposed improvement, Structure, change or alteration if inconsistent with an existing pattern or de facto unified building scheme.

THE MANUAL DOES NOT INCLUDE ALL BUILDING, USE OR OTHER DEED RESTRICTIONS ASSOCIATED WITH THE MASTER DECLARATION AND NEIGHBORHOOD DECLARATION.

It is the intent of this manual to help assure that Hammock Dunes will be a community of quality homes 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, quality landscaping, and other site improvements that will reflect the quality and permanence of a premiere residential subdivision. The manual pertains to the 43 lots within Playa del Sur and the 28 lots within Carino la Mer as well as the common areas.

Architectural plans for each Dwelling Unit must be designed by a **REGISTERED FLORIDA ARCHITECT** and must be submitted to and approved by the DRC.

The overall design theme within Playa del Sur and Carino la Mer, is a Mediterranean flavor and style that accentuates the colors, exterior design traits, and roof tiles of the most prestigious Mediterranean

homes. The Architect should strive to reflect a pure, simple, yet elegant design of the structure. Classical Mediterranean architecture lends itself to such an endeavor. All New Home construction and Existing Home Alterations or Additions must follow a design theme similar to the existing Hammock Dunes Dwelling Units and landscape. Within this context, creative design solutions providing for a range of individual preferences are encouraged.

BUILDER PRE-APPROVAL: The Neighborhood Declarations require that all construction be done by a DRC approved Florida licensed general contractor (“Builder”) with demonstrable experience in building custom homes. Builders seeking addition to the list of approved Builders must provide the following information to the DRC electronically to Brie@ssmgfl.com and a hard copy prior to the DRC meeting:

- A. A copy of a Florida General Contractor’s license;
- B. Brief Builder Biography;
- C. Builder company outline, staff, equipment etc.;
- D. Builder experience, e.g.: plans, photos, size, value;
- E. References; and
- F. \$1,500 review fee.

The DRC reserves the right to reject an application for construction on the basis of Builder qualification. The Owner is responsible for ensuring that a qualified Builder is approved by the DRC. Any questions regarding the qualifications of a Builder should be referred to the DRC. The DRC maintains a list of all pre-approved Hammock Dunes Builders for Owner reference.

THE OWNER ULTIMATELY IS RESPONSIBLE TO ENSURE THAT THE RETAINED BUILDER MEETS THE REQUIREMENTS OF THIS MANUAL AND OTHER APPLICABLE DOCUMENTS.

REVOCATION OF APPROVED BUILDER

If any approved Builder violates the Master Declaration, the Neighborhood Declaration, the Construction Agreement, any HDOA Rules and Regulations, or this Design Review Manual, including any exhibits attached hereto, the DRC shall provide written notice to the Builder of the violations and an opportunity to cure the violations. If the violations are not corrected to the satisfaction of the DRC and in the period of time specified in the written notice, the Builder must attend a remediation meeting with members of the DRC. If the violations are still not corrected to the satisfaction of the DRC and in the time required by the DRC, or if the Builder is a repeat violator, showing a disregard for the Master Declaration, the Neighborhood Declaration, the Construction Agreement, any HDOA Rules and Regulations, or this Design Review Manual, the DRC may revoke the approval of the Builder. Any Builder whose approval has been revoked will need to re-apply to become an approved Builder, as specified above. Any previously approved Builder that has not constructed any Structure in Hammock Dunes for at least seven (7) years, will need to re-apply to become an approved Builder as specified above.

This manual has been recommended by the DRC and approved by the HDOA as a guideline for Owners, their Architects and Builders in designing New Dwelling Units (defined as the primary living

structure, swimming pool and/or spa or other structure) and remodeling Existing Dwelling Units (defined as the primary living structure, swimming pool and/or spa, or other structure that affects existing exterior architectural features, footprint and/ or square footage, or exterior appearance in any fashion).

Each Owner, their Architect and their Builder should familiarize themselves with the provisions of the Master Declaration and other rules and regulations of the HDOA, as well as the Neighborhood and ensure that any Builder retained by the Owner is also familiar with these documents. The inclusion of any recommendation in this manual shall not preclude the right of DRC to disapprove any proposed submittal for any reason. The definition of any word or phrase not defined in this Design Review Manual shall be given the same meaning and definition as those words and phrases defined in Article I of the Master Declaration, as amended from time to time.

Disputes between Owners and/or between Owners and Builders are not managed by the DRC, the HDOA, or any of its agents.

NOTE: Approval by the DRC does not constitute approval by any public permitting agency. Flagler County requires building permits for homebuilding which will necessitate compliance with Local and State building codes. The Owner shall coordinate required design components between the DRC and all governmental agencies and state building codes. All construction must comply with the Florida Building Code, as same is amended from time to time. **All homesites in Carino la Mer and Playa del Sur are impacted by the Coastal Construction Control Line (CCCL) special construction and permitting requirements, including but not limited to setbacks, piling foundation, landscaping, irrigation, and outside lighting, may be required for any construction activity seaward of the coastal control line by the Florida Department of Environmental Protection (DEP). It is the responsibility of the owner of such lot to ensure that all applicable regulations pertaining to construction seaward of the CCCL are followed during any construction within such area.**

The setbacks defined in this Design Review Manual are the minimums acceptable to the DRC regardless of whether government authorities are willing to grant a larger building footprint. It is important for every oceanfront Owner to be aware that the eastern and side setbacks for the 71 lots can be changed solely in the judgment of the Florida DEP, or any other governmental entity, based on beach and dune conditions, with notice to owners. Any future changes may be significantly more restrictive than those specified in this DRC Manual.

THIS DESIGN REVIEW MANUAL IS A PORTION OF THE DEVELOPMENT CODES REFERENCED BY THE MASTER AND NEIGHBORHOOD DECLARATIONS AND MAY BE MODIFIED FROM TIME TO TIME BY THE DRC AND HDOA AS PROVIDED THEREIN. ALL OWNERS ARE RESPONSIBLE TO BE AWARE OF ALL BUILDING REQUIREMENTS AT THE TIME OF POSSIBLE LOT SALE OR COMMENCEMENT OF THE DESIGN OF A DWELLING UNIT. THIS INCLUDES POTENTIALLY MORE RESTRICTIVE SETBACKS. ALL APPROVALS BY THE DRC MUST BE IN WRITING.

GENERAL INFORMATION AND THE REVIEW PROCESS

Owners and their Builders in the process of considering the design and construction of a house in Carino la Mer or Playa del Sur should seek the most up-to-date information on the Florida Department of Environmental Protection (DEP) and Flagler County websites regarding:

- (a) Lot lines and setbacks (Florida DEP, Flagler County and DRC.)
- (b) Flood zone regulations (Flagler County).
- (c) Lot excavation (Florida DEP).
- (d) Break-away/fall-away walls for a hundred-year storm wave crest (Florida DEP).
- (e) Turtle protection lighting regulations (Florida DEP, Flagler County, and St. Johns River Water Management District).
- (f) Vegetation requirements east of the Coastal Construction Control Line (Florida DEP).

After gathering this information, the Owner may develop a Dwelling Unit Concept, being sure that the first habited floor is above the hundred-year wave crest assumption.

All Dwelling Units built in Carino la Mer and Playa del Sur will need significant structural engineering for the auger cast piling system and the structure itself to withstand possible wind and wave loads during a storm. The detailed design work by a licensed Florida Professional Engineer (PE) should be postponed until the Dwelling Unit design has obtained Concept Plan Review Approval by the DRC and the Owner has obtained a Florida DEP building permit. At the present time Flagler County will not review a building permit application without an approved Florida DEP building permit.

Owners in the process of considering the design and construction of a New Dwelling Unit, swimming pool and/or spa, or other building, or the remodeling of an Existing Dwelling Unit , swimming pool and/or spa, or other improvement that affects existing exterior architectural features, foot print and/or square footage, or exterior appearance in any fashion in Carino la Mer and Playa del Sur, shall submit to the DRC all items as listed on **EXHIBIT A: SUBMITTAL/TRANSMITTAL CHECKLIST** (available from the DRC as submittal documents and exhibits). **EXHIBIT A: SUBMITTAL/TRANSMITTAL CHECKLIST** and all items required shall be the transmittal record of the submission and the DRC response to the submission.

Prior to any construction, an Owner, their Architect and Builder must receive guidance from the DRC by following the three-step design and construction review process below:

- a. Design Application and Concept Review
- b. Final Construction Plan Review
- c. Final Review and Acceptance

Often, the DRC will make design suggestions between Step A & B as well as rendering a definitive acceptance/disapproval decision on design elements. The Owner is encouraged to make this interaction a positive, constructive exchange, as many Dwelling Units have already been built and DRC has valuable advice to offer.

Full and timely submission of information, as well as adherence to the design standards set in this manual and by Flagler County and Florida DEP permit requirements, could prevent delays and minimize frustration of all parties involved. Questions concerning the interpretation of any matter in this manual should be directed to the chair of the DRC.

CONCEPT PLAN REVIEW

A Builder, on behalf of an Owner, or an Owner shall submit preliminary or conceptual drawings and specifications or other information to the DRC for Design Application and Concept Review prior to Final Construction Plan Review. Design Application and Concept Review is provided for the convenience of Owners, their Architects and Builders in order that they may receive Conceptual Approval of building and landscape plans prior to preparing and submitting detailed plans and specifications. Upon receipt of an application for Concept Plan Review of the construction of a new Dwelling Unit, the DRC may notify other owners in Playa del Sur or Carino la Mer, as a courtesy.

The DRC will review the information and indicate its approval, disapproval or recommendation. A conceptual approval given by the DRC shall not constitute approval for the commencement of construction but only approval of the conceptual information being submitted. Conceptual approval also does not mean that the DRC will not have additional comments, concerns, or requested changes during the Final Construction Plan Review. “Commencement of construction” as used in this paragraph or elsewhere in this Manual means the initial disturbance of soils, improvements, or structures associated with clearing, grading, or excavating or other construction activities. Submittals for Design Application and Concept Review of any New Dwelling Unit construction, including swimming pool, spa, or other building, or the Alteration or Addition to an Existing Dwelling Unit, swimming pool, spa, or other improvement or Structure that affects existing exterior architectural features, footprint and/or square footage or exterior appearance in any fashion, shall include all items listed on **EXHIBIT A: SUBMITTAL/TRANSMITTAL CHECKLIST** new residence conceptual review items.

FINAL CONSTRUCTION PLAN REVIEW

Submittals for Final Construction Plan Review of any New Dwelling Construction including swimming pool, spa, or other building, or the Alteration or Addition to an existing Dwelling, swimming pool, spa, or other improvement that affects existing exterior architectural features, footprint and/ or square footage or exterior appearance in any fashion, shall include all items listed on **EXHIBIT A: SUBMITTAL/TRANSMITTAL CHECKLIST**, new residence final review items.

Owners requesting Final Construction Plan Review of an improvement or Structure shall submit sufficient exhibits to demonstrate compliance with the standards and requirements of this Design Review Manual. Construction must commence within six (6) months from the date of Final Review and Acceptance and, unless extended, must be completed within 24 months after construction commences. If construction is not commenced within six (6) months from the date of approval by the DRC, approval is void and the Owner must submit a new Final Construction Plan Review to the DRC for approval. If the approval is granted subject to conditions, the conditions shall be satisfied within sixty (60) days of issuance, or the approval shall be void.

No construction of a building or structural improvement, no clearing, landscaping or other site improvement, and no alteration or addition to any existing structure or site improvement shall be made on any property until the plans and specifications showing the proposed design are complete and a Final Approval letter has been issued.

APPEAL

If an application for Concept Review or Final Review has been denied, if an approval is subject to conditions which the Owner feels are harsh or unwarranted, or if there are disputes on any other matter related to actions of the DRC, the Owner, within 10 calendar days after receiving notification of the DRC's decision, may request a hearing before the full committee of the DRC. At the hearing the Owner will be permitted to present their position on the matter and make requests or recommendations as to an alternative action. After the hearing the DRC will review the information presented and notify the party of its final decision on the matter. The decision of the DRC shall be final, unless the decision is in conflict with this Manual, the Master Declaration, the Neighborhood Declaration, or the law, as determined by the HDOA Board of Administrators in its sole and absolute discretion. In such instances, the HDOA Board of Administrators has the authority to override and/or set aside the decision.

CONSTRUCTION START/CONSTRUCTION AGREEMENT/ SITE PRECONSTRUCTION MEETING

On all New, Alteration or Addition Construction, the Owner shall enter into the attached HDOA **EXHIBIT F: CONSTRUCTION AGREEMENT** with the HDOA. **Under this agreement, the Owner must submit to the DRC fees and deposits per EXHIBIT C: FEES AND CONSTRUCTION DEPOSIT REQUIREMENTS and EXHIBIT E: SAMPLE LETTER OF CREDIT.**

The Builder or the Owner shall have the corners of the proposed Dwelling Unit, swimming pool, spa, or other improvement or proposed Alteration or Addition improvements staked, and trees slated for preservation marked for an on-site review by the DRC prior to construction.

Builder Conduct

All Owners shall be held responsible for the acts of their Builders, contractors, architects, subcontractors, sub-subcontractors, material men, suppliers, laborers, or agents of any tier, or their respective employees and any other persons or parties involved in the construction or alteration of a Dwelling Unit. Builders shall be held responsible for the acts of their contractors, subcontractors, sub-subcontractors, materialmen, suppliers, laborers, or agents of any tier, or their respective employees and any other persons or parties involved in the construction or alteration of a Dwelling Unit.

Builders will be permitted to attend meetings of the DRC, at the discretion of the DRC Chair, when their submission is being considered. Builders will only be allowed to speak on their submission when recognized by the DRC Chair and within the discretion of the DRC Chair. Builders may be asked to leave the meeting at any time, within the discretion of the DRC Chair.

See **EXHIBIT G: BUILDER CONDUCT.**

See **EXHIBIT H: CONSTRUCTION PORT-O-LET ENHANCEMENT.**

Alteration after Plan Approval

If, after DRC approval, an Owner desires an alteration or addition to the original approved plans, sufficient information shall be submitted to the DRC to allow full understanding of the proposed alteration or addition. The alteration or addition request must be approved by the DRC before implementation of the alteration or addition.

FINAL REVIEW AND ACCEPTANCE

Construction must be completed within the milestone times specified in HDOA **EXHIBIT F: CONSTRUCTION AGREEMENT**, with the start date designated on the issuance date of a building permit and the completion date no more than twenty-four (24) months after commencement of construction. **The DRC shall have the right to enter upon and review any property at any reasonable time before, during, or after the completion of work for which approval is required under this Manual.** The following construction milestones describe the Builder's responsibility to notify the DRC and the DRC's responsibility to the Builder:

- A. The Builder shall notify the DRC of any changes in the dates of the following completion milestone dates as specified in HDOA **EXHIBIT F: CONSTRUCTION AGREEMENT**:
 1. Lot Clearing/Demolition/Foundation: plumbing roughed in & slab poured.
 2. Framing/Structure: exterior walls, roof trusses, roofing dry-in, windows & doors.
 3. Outside & Inside Finishes: electric, plumbing, drywall, cabinetry, roof tile, paint.
 4. Driveway & Landscaping: ready for Certificate of Occupancy.
 5. Certificate of Occupancy: ready for move-in.
- B. Upon completion of construction, the Builder shall give written notice to the DRC. Attached to the notice shall be a final survey and a copy of the Certificate of Occupancy for the newly constructed residence and/or improvement.
- C. Within thirty (30) days after DRC's "Final Review and Acceptance" of the construction and/or improvements and provided that such review determines that the construction and/or improvements were completed in substantial compliance with the proposed plans and specifications submitted for Final Review and Acceptance, the DRC shall return the Construction Deposit, less amounts withheld for any reason specified in **EXHIBIT F: CONSTRUCTION AGREEMENT**. In cases where the Owner's construction and/or improvement does not pass Final Review and Acceptance because it is not completed for at least seven (7) years, as required by the DRC, this Manual, the Declaration or the Neighborhood Declaration, the deposit is forfeited.

Builders and Owners are forewarned that the Master Declaration has granted to the DRC and the Board of Administrators of the HDOA broad discretionary powers regarding the remedy or removal of any non-complying improvement constructed within Hammock Dunes and/or penalties associated with exceeding the specified dates in HDOA **EXHIBIT F: CONSTRUCTION AGREEMENT**. In this regard, should the DRC find any construction and/or improvement was not performed or constructed in substantial compliance with the approved submittals, the Board of Administrators of the HDOA or the DRC may, after reasonable notice to the Builder or Owner, remedy or remove the non-complying improvement and seek any remedy permitted as outlined in **EXHIBIT F: CONSTRUCTION AGREEMENT** or as otherwise permitted by law. Any action by the DRC or HDOA in remedying or removing the non-compliant improvement shall not be deemed a trespass, theft or any other criminal offense, and the Owner, Builder and any successors, heir, agents or assignees of either thereof shall not hold the DRC, the HDOA, its agents, or the Board of Administrators liable for such remedy or removal.

Construction Schedule

The DRC recognizes that weather and the availability of building materials and labor may adversely impact the milestone dates specified in **HDOA EXHIBIT F: CONSTRUCTION AGREEMENT**. In such an event, Owners or Builders shall notify well in advance any potential design or construction issues, which could adversely impact these dates. There is a need to be aware of, understand and gage the impact of any construction completion delay upon neighbors and the overall Hammock Dunes Total Property. Completion delay notifications to the DRC shall include reasons for the delay along with a revised milestone completion schedule. Builders and Owners should understand that a timely notification of milestone and/or timeline delays associated with completion of a home, alteration or addition should reflect more favorably than any last minute or no notification.

GENERAL SUBDIVISION STANDARDS

Residential Use

The Dwelling Unit may be used for residential housing purposes and for no other purposes. No business, occupation, or profession may be conducted on a lot or within a Dwelling Unit except as otherwise permitted in the Master Declaration and Neighborhood Declaration.

Temporary Improvements

No temporary building or structure shall be permitted on any Residential Property except that work equipment trailers, barricades, temporary power poles and the like may be permitted during the construction of a permanent improvement, and provided that the DRC shall have approved the design, appearance, and location of the same. All such temporary improvements shall be placed on the lot and not on the road right-of-way. They shall be removed no later than fourteen (14) days after the date of completion of the building(s) for which the temporary structure was intended and shall be permitted for no longer than a period of six (6) months unless an extension of time is granted in writing by the DRC.

Only one construction shed or trailer is permitted during construction. Only one dumpster is permitted on a lot, and such dumpster shall be emptied when full.

Accessory Structures

No more than one detached single-family residential dwelling shall be erected on a lot. The DRC may approve accessory Structures (such as garages, gazebos, and the like) that are detached from the main residential Dwelling Unit so long as they are not erected prior to construction of the main residential Dwelling Unit. Other detached accessory buildings or Structures are not permitted.

Utility Service

No lines, wires or other devices for communications purposes, including telephone, television, data and radio signals, or for transmission of electric current or energy shall be constructed or placed on any Dwelling Unit 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/or generators and other equipment may be permitted if properly screened with a five-foot stucco wall and landscaping as approved by the DRC. In addition, all propane, water, sewer, oil and other pipes for gas or liquid transmission, and their storage tanks, shall also be placed underground within or under buildings, or otherwise not visible from the front of

the lot, an adjacent lot, an adjacent Common Area, the Golf Course, or an adjacent Neighborhood Common Area. 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 and other wildlife. The containers shall be concealed within buildings, by means of a screening wall of the same material, design scheme and color as that of the building and by screen landscaping sufficient to provide a permanent screen from view from the front of the lot, an adjacent lot, an adjacent Common Area, the Golf Course, or an adjacent Neighborhood Common Area. These elements shall be integrated with the building plan, be designed so as not to attract attention, and shall be in an inconspicuous location.

SITE IMPROVEMENT STANDARDS

In addition to compliance with this Design Review Manual and the covenants, restrictions, rules and regulations of the HDOA, all construction, alterations and improvements shall be in compliance with any local government, any governmental agency, and any state laws or federal laws. In the event that there is conflict between the local government requirements, state or federal requirements, and those of the HDOA, the more restrictive shall apply.

Site Placement

A site plan/survey for each Dwelling Unit must be prepared by a **FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER** and must be submitted to and approved by the DRC. All buildings and other improvements shall be placed as approved by the DRC, Florida DEP and Flagler County. The existing topography and landscape shall be disturbed as little as possible, such that the maximum number of desirable trees and other natural features will be preserved. The DRC will review the proposed location of all improvements and Structures on the site prior to lot clearing.

Building Setbacks

The setbacks, as permitted by the Plat Agreement applicable to the Playa del Sur and Carino la Mer portions of the Neighborhood shall apply to all construction and improvements. The minimum current (time of publication) setbacks are those stated below with the understanding that the eastern setback is regulated by the Florida DEP and may be changed further westward. It is the Owners' responsibility to obtain Florida DEP approval for setbacks which may be more restrictive than those stated below.

Carino la Mer Lots 1 through 28

Front Yard: 20 feet for the front property line (Western side).

Rear Yard: 15 feet from the rear property line. For a Dwelling Unit with an upper-level deck, the deck is allowed to be cantilevered 10 feet to within 5 feet from the rear property line, with a minimum of 8 feet vertical clearance above existing grade (Eastern side).

Side Yard: 20 feet from the side property line. (Except the side setback on the south side of **Lot 1** shall be 26 feet from Varn Park).

Playa del Sur Lots 29 through 38

Front Yard: 20 feet for the front property line (Western side).

Rear Yard: 15 feet from the rear property line. For a Dwelling Unit with an upper-level deck, the deck is allowed to be cantilevered 10 feet to within 5 feet from the rear property line, with a minimum of 8 feet vertical clearance above existing grade (Eastern side).

Side Yard: 20 feet from the side property line

Playa del Sur Lots 38 through 71

Front Yard: 20 feet from the front property line. (Western side)

Rear Yard: 25 feet from the rear property line. (Eastern side)

Side Yard: 20 feet from the side property line.

All setbacks will be measured from the adjacent property line to the nearest point of the Dwelling Unit. Overhanging eaves not exceeding 2.5 feet shall be permitted within the front, side and rear setbacks but not within any easement. The direction in which any Dwelling Unit's front direction shall face on a lot shall be approved by the DRC. A property owner does not have rights to water views beyond the extension of their own property lines.

Coastal Construction Control Line (CCCL) and Dune Preservation

Carino la Mer and Playa del Sur have construction areas seaward of the CCCL. Therefore, the following special construction criteria apply:

a. **FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION BUREAU OF BEACHES AND COASTAL SYSTEM PERMITS (DEP):**

The builder shall enclose copies of all applications and permits from the DEP with permit applications to the Building Department of the Flagler County.

b. **FLAGLER COUNTY PERMITS:**

The builder shall submit all required items to Flagler County to obtain necessary permits prior to any construction.

c. **SETBACK PROTECTION:**

The areas seaward of the CCCL will be protected by the rear and side-yard setbacks. These areas of vegetation shall remain undisturbed and protected during construction as required by the DEP Coastal Construction Permit.

d. **DUNE WALKOVER CONNECTIONS:**

Dune walkovers may be constructed only at the locations indicated on the site maps for Playa del Sur on FIGURE 1A and Carino la Mer on FIGURE 1B. Walkover details are shown on FIGURE 2. The walkover east of the property line is owned and maintained by the HDOA.

e. **BEACH PRESERVATION/SANCTUARY PARCEL:**

The property from the rear lot lines to the mean high water property line is owned by the HDOA and will, except for permitted walkovers, be perpetually maintained as beach preservation.

The DRC may grant an exception from the above minimum setbacks to save existing trees or in a case where a Dwelling Unit would be rendered not buildable due to its size, shape or topography. Owners are responsible for approval by any governmental entities for any exception to the minimum setback.

Binding of Dwelling Units

An Owner of two or more adjoining lots may make application for approval to combine platted lots into a larger lot. In order for the DRC to properly evaluate the request, a Design Application and Concept Plan shall be submitted illustrating the existing and proposed Dwelling Unit configurations. A second plan shall be submitted illustrating proposed Dwelling Unit, driveways, and other major site development components. The following criteria shall be applied for combined platted lots:

1. No Dwelling Unit can be created from less than the standard lot for Carino la Mer and Playa del Sur (i.e. 100 ft. width, etc.)
2. All HDOA assessments, fees and charges per the original lot configurations shall apply.
3. Approval by the DRC does not constitute approval by any public permitting agency. Flagler County requires building permits for homebuilding which will necessitate compliance with local and state building codes. All Playa del Sur and Carino la Mer Dwelling Units are impacted by the CCCL, and special construction requirements, setbacks and permitting will be required for any construction activity, including landscaping and irrigation, seaward of the control line by the Florida DEP.
4. Owners must enter into a Lot Binding Agreement with the HDOA with terms consistent with this section as well as any additional terms required by the HDOA Board.

Carino la Mer Private Drives, Fencing and Access Gate (Lots 1 to 28)

Parking spaces, garages, curb cuts and the driveway to a garage shall be planned and executed in an attractive and functional manner and shall consider the location of existing trees, topography, streetscape and compatibility with surrounding improvements. Compatibility with surrounding improvements means that, if the proposed home is the second or third residence to be built in the pod of three residences sharing S. R. A-1-A access (see FIGURE 3 e.g.), the proposed design and materials must maintain the appearance and attractiveness of the entire pod.

All Dwelling Units shall have a paved driveway of stable and permanent construction of at least twelve (12) feet in width. All drives must be constructed of broom-finished concrete within the access easement area. The material and finish of the drives not within the access easement shall be constructed of concrete, brick, stone or similar material subject to DRC review and approval (see FIGURE 3). Driveway maximum allowable slope is 10%.

Each Owner shall design and construct a combination of fence and driveway gate system to provide access control from S.R. A-1-A. Illustrations of materials and finishes as well as site locations are

subject to DRC approval; the fence shall be bronze aluminum picket with a maximum height of six (6) feet and shall be compatible with the gates and fences of neighboring Dwelling Units.

The Common Access Drives shown on the Carino la Mer Property Plan attached to the Neighborhood Declaration are solely for access to and from the lots designated to use a particular Common Access Drive on the Carino la Mer Property Plan. Accordingly, nothing may be placed in any Common Access Drive and no person may park any vehicle in a Common Access Drive that obstructs access to any of the lots served by that Common Access Drive.

Playa del Sur Driveways and Street Front Improvements (Lots 29 to 71)

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, streetscape and compatibility with surrounding improvements. NO driveway shall connect to any arterial road unless, following DRC review, unusual conditions indicate otherwise.

All Dwelling Units shall have a paved driveway of stable and permanent construction of at least twelve (12) feet in width. All driveways must be constructed of brick, concrete, stone or similar material. When curbs are required to be broken for driveway entrances, the curb shall be repaired in an orderly fashion in such a way that is acceptable to DRC. All concrete driveways shall have a light broom finish and joints shall be provided to prevent surface cracking. Garage floor elevations should be above the flood elevation requirements, but not so high as to create too steep a driveway or unsightly elevated garage doors facing the street. Driveway maximum allowable slope is 10%.

Dune Walkovers and Connections

The locations of the dune walkovers have been selected to minimize impact to the dune vegetation by two neighbors whenever possible. (See FIGURES 1A and 1B for locations.)

All plans for Owner connection to the Limited Neighborhood Common Area dune walkovers are subject to review and approval by the DRC. Walkover connections between the Dwelling Unit and the existing Limited Neighborhood Common Area walkover shall be made at the same elevation as the end of such walkover. The Dwelling unit must incorporate this connection elevation into the plan so as to keep the walkover from being above the dune vegetation canopy and to provide level access to the Dwelling Unit. All construction seaward of the CCCL requires a permit from Florida DEP. Dune walkovers and all builder connections to dune walkovers shall be constructed of identical materials and designs as used for the Limited Neighborhood Common Area dune walkovers except that the maximum allowable width shall be four (4) feet with cantilevered benches allowed only at the seaward location.

Each Dwelling Unit entitled to use a dune walkover will be subject to an HDOA assessment for perpetual maintenance and repair of the portion of the walkover within the Common Area. See FIGURE 2 for details of walkover interface connections.

Gates shall not be higher than the top rail of the walkover unless built within the building setback lines. Gate design and material shall be approved by the DRC. High gates are only acceptable at the face of the house where the walkover connects to provide security from unwanted access from the beach and only if the walkover elevation is approximately level with the community walkover end point.

Lighting for dune walkovers shall be indirect and amber in color and will otherwise comply with the lighting requirements of this Manual, DEP, Flagler County and St. Johns River Water Management District, as applicable.

Drainage and Grading

Owners and Builders are encouraged to avoid a large amount of grade manipulation. Owners and Builders shall comply with any grading requirements of the County.

Site plans shall show physical improvements or elements of the landscape or terrain, which control or determine the location or flow of surface water and drainage patterns. No improvements shall be made without prior approval of the DRC.

Notes: The retention area for the storm water from the Carino la Mer lots is a trench drainage basin located at the S. R. A-1-A access drives. The grading of all lots shall be to that trench drainage inlet (See FIGURE 3). The HDOA is responsible for the maintenance of Carino la Mer Neighborhood Common Areas including the Common Access Drives, the columns, fences, landscaping and irrigation along the S. R. A-1-A eastern right of way and the Neighborhood Limited Common Area walkovers, but the Owners using such common areas will be responsible for the costs of such maintenance.

Erosion control measures shall be taken during all construction activities to prevent sediments from leaving the site. Fill shall not be deposited or removed without DRC permission.

Games and Play Structures

All basketball backboards and any other fixed games and play structures are subject to approval by the DRC and shall be located at the side or rear of the Dwelling Unit and not visible from the street. The preferred location of structures is within the prescribed building envelope of the Dwelling Unit.

Swimming Pools and Screen Enclosures

Any swimming pool, screen enclosure, deck area, patio, hot tub, sun deck or similar improvements to be constructed upon any lots must be approved by the DRC, Flagler County and the Florida DEP. The design submittal must include all design components including materials, finishes and colors for the pool, pool deck, fence, additional landscape, location, pool equipment or any other requested element. The installation of screen enclosures is discouraged in the Carino la Mer and Playa del Sur neighborhoods. However, a screen enclosure may be allowed with architectural elements, i.e. columns or other details that match elements used elsewhere in the design of the residence. Swimming pools must be constructed within the building setbacks. The DEP may have specific requirements for pools and decks constructed within the coastal setback area. The design must incorporate, at a minimum, the following:

- A. Swimming pools, water features, pool cages/fencing shall not be visible from the street from the front of the Dwelling Unit.
- B. The composition of the material must be thoroughly tested and accepted by the industry for such construction.
- C. Screens and fencing must be of a color (bronze or black) and material approved by the DRC.

Signs

No sign, advertising, or notice whatsoever (including, but not limited to, commercial, political or similar signs) shall be erected or maintained on the lots except such signs as may be required by law and such signs as may be approved by the DRC. Security protection signs are permitted within 10 ft. of the front and rear doors of the Dwelling Unit.

Flagpoles, Dwelling Unit Structure Mounted Flags

Any Owner may erect a freestanding flagpole, ground supported, on any portion of the Owner's real property within the setbacks. The flagpole shall not be more than twenty (20) feet high and not obstruct sightlines at intersections. It shall not be erected within or upon an easement.

The flagpole must be made of steel or aluminum material and have silver or brushed silver/aluminum finish. Footings for the flagpole must comply with the flagpole manufacturer's structural recommendations and not be visible above the surrounding grade.

The Owner may display in a respectful manner from the flagpole, one official United States flag, not larger than 4 ½ feet by 6 feet, and may additionally display one other official flag, as provided in Section 720.304 (2)(a), Florida Statutes, of the State of Florida or the United States Army, Navy, Air Force, Marines Corps, Space Force, Coast Guard, or a POW-MIA flag). Each additional flag must be equal in size to or smaller than the United States Flag and approved.

Any Owner may mount hardware on their main Dwelling Unit structure to display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, and are portable, removable official flag which represents the United States Army, Navy, Air Force, Marine Corp, Coast Guard, Space Force or a POW-MIA flag not larger than 4 ½ feet by 6 feet, in a respectful manner.

The DRC request for installing flags or flag poles must be submitted with a plot plan showing location. Owner is responsible for all structural installations. Flagpole footing maintenance and flagpole maintenance is the Owner's responsibility.

Lighting

All exterior lighting shall be consistent with the character of Hammock Dunes and shall be limited to the minimum necessary for safety, identification, and decoration. Exterior lighting of buildings for security and/or decoration shall be limited to concealed up lighting or down lighting, and the style and type of lighting shall not be visible from streets, other Common Areas, if any, and Neighborhood Common Areas. Color lens or lamps are not permitted. All exterior wall or ceiling mounted decorative fixtures shall be of high quality and in conformance with the architectural style of the Dwelling Unit. Walk lights placed in grass areas or adjacent to walkways in shrub or ground cover areas must use below-grade wiring and junction boxes to minimize the daytime visibility of that hardware.

Outdoor lighting visible from the beach is not permitted. Lighting of outdoor recreational facilities other than swimming pools, hot tubs and spas is not permitted, unless site conditions warrant special consideration by the DRC. Lighting shall not shine onto the streets or on adjacent Dwelling Units.

Owners must demonstrate that all project lighting shall strictly comply with Federal, State and local laws and regulations regarding protection of endangered sea turtles. The DRC will not approve any

lighting without documentation of such compliance. Examples of methods to be utilized when required to reduce lighting levels are: low level and low wattage exterior lighting; can soffit lighting for porches and balconies; and low "E" glass on the east face of buildings to reduce exterior illumination. Lights outside the shadow of the buildings should be bollard type with 9-watt fluorescent bulbs and gold tint shading.

All glass visible from the beach must be tinted with a non-reflective coating and a shading coefficient sufficient that no more than 45% of interior light is allowed to the exterior of the residence in compliance with Flagler County's Sea Turtle Protection Plan and any applicable DEP restrictions and requirements.

Security Cameras

All installations of cameras mounted outside of any Dwelling Unit must receive DRC approval. The request must show all cameras, their viewing area and location dimensions. No camera shall be viewing a neighbor's bedroom window, lanai, front entrance, driveway, or bathroom window.

Fences and Walls

No wall or fence shall be erected or maintained on any Lot unless approved in writing by the DRC as to the type, style, location, material, height, and color. Although landscape buffers are encouraged, fences and walls may be approved by the DRC provided that:

1. There is a demonstrated need for the fence and/or wall. Examples include the enclosure of a courtyard that is integrated in the Dwelling Unit design and screening of air conditioning or generator equipment.
2. The fence or wall design is compatible with the overall character of the principle building and the Neighborhood. The walls/fence must use the same materials and design elements of the Dwelling Unit and be painted using the same colors used in the Dwelling Unit design.
3. The design and location of the wall and/or fence does not adversely affect the adjacent property owner.
4. The wall or fence is permitted by the DEP, Flagler County, and other regulating agencies.
5. When fences are deemed to be appropriate, anodized bronze aluminum picket style is required as is currently installed along S. R. A-1-A.
6. The Fence does not enclose or define property lines of individual Dwelling Units and does not extend past the front corners of the Dwelling Unit.
7. The fence or wall shall not be over six (6) feet in height.

Mailboxes

In the **Carino la Mer** Neighborhood, mailboxes will be incorporated into the Common Access Drives entry column constructed by the Declarant. In **Playa del Sur**, all mailboxes and stands shall be of a design selected from a list of mailbox styles and suppliers approved by the DRC. The mailboxes shall include no more than the surname, house number, and street name of the resident and shall be located at the street front of each Dwelling Unit as prescribed by the United States Postal Service. The Builder shall initially provide and install a mailbox as approved by the DRC, and the homeowner shall maintain the DRC approved mailbox.

Approved Mailboxes For Hammock Dunes

Company	Model	Phone Number	Color
Mel Northey Corp.	Williamsburg 1023-A Website: www.melnorthey.com	800-828-0302	Black, Verde Green, Green
Imperial	6080	800-647-0777	Black, Green
Frontgate	Capital Model #'s 14802, 14803, 14811 Website: www.frontgate.com	888-263-9850	Black, Bronze, White
Whitehall	Premium Streetside Mailbox Website: www.whitehallproducts.com	800-728-2164	Black, Bronze, White

Lawn Furnishings

No water fountains, bird baths, frog ponds, flag poles, lawn sculpture, artificial plants, bird houses, rock gardens, or similar types of accessories and lawn furnishings are permitted on any lot without prior written approval of the DRC or unless the Structure is not visible from the front of the lot, an adjacent lot, an adjacent Common Area, or an adjacent Neighborhood Common Area. Some wall mounted fountains have been approved as long as they are integrated into the wall design.

BUILDING CONSTRUCTION STANDARDS

The overall design theme within Carino la Mer and Playa del Sur, is a Mediterranean flavor and style that accentuates the colors, exterior design traits, and roof tiles of the most prestigious Mediterranean homes. The Architect should strive to reflect a pure, simple, yet elegant tone, to the design of the structure. All New Dwelling Unit construction and Existing Dwelling Unit Alterations or Additions, or any other Structures must follow a design theme similar to the existing Playa del Sur and Carino la Mer Neighborhood Dwelling Units and landscape. Creative design solutions providing for a range of individual preferences are encouraged within this context. Designs shall incorporate features on side elevations appropriate to visibility from the entire Hammock Dunes community.

Minimum Building Size

No Dwelling Unit in Playa del Sur and Carino la Mer shall contain less than 3,500 square feet square feet of air-conditioned enclosed living area. The method of determining the square footage of the enclosed living area of a Dwelling Unit, Structure, or addition thereto, shall be to multiply together the horizontal dimensions of the walls forming the outer boundaries of the Dwelling Unit, Structure, or addition for each floor level. Open porches, atriums, screened-in patios, courtyard, garages and other similar type space shall not be taken into account in calculating the minimum enclosed air-conditioned living area square footage. **Parties are advised of a proposal to increase the minimum square footage within Playa del Sur to 5000 square feet. That process is currently underway, though not complete.**

Minimum Floor Finish Elevation

All Dwelling Units shall have a minimum floor elevation equal to or greater than one (1) foot above the one-hundred-year flood elevation. However, the minimum finished floor elevation shall not be

lower than elevation +9.0 feet but is likely to be several feet higher by flood zone requirements. Flood maps are maintained in the Flagler County offices.

The minimum floor elevations shall meet local, state, and federal requirements at the time of building permit application. A final certified survey will be provided to Flagler County prior to issuance of a Certificate of Occupancy to confirm compliance with this criterion.

Owners, Architects and Builders are hereby notified that the minimum elevation does not guarantee desired visibility of the ocean and other amenities. A site review should be done to understand and achieve the desired view.

Building Heights

Heights of Dwelling Unit shall be compatible with adjacent Dwelling Units. Dwelling Units must have at least two floors. The maximum height of sixty (60) feet shall be the vertical distance from the roadway curbing at Playa del Sur and sixty (60) feet from the access drive grade in Carino la Mer to the mean height level between the eaves and ridge for gable, hip and gambrel roofs. Any design of residential elements over three stories will be subject to DRC review for compatibility with the Neighborhood. The multi-story Playa del Sur and Carino la Mer Dwelling Units have additional architectural requirements on side and rear elevations because the landscaping does little to buffer weak architectural facades.

Exterior Materials

Finish colors shall be applied consistently to all sides of the exteriors of Dwelling Units. Recommended materials shall be stucco or similar cement type products of neutral tones. Brick, stone and ceramic tile may be used as accents. Non-indigenous materials are not permitted, nor are simulated brick or stone. Metal siding, composite siding and vinyl siding are prohibited. Sample materials may be requested by the DRC for review.

Exterior finish materials are expected to be of the very highest qualities. Any stucco or other cement type products shall be applied so as to eliminate “bleed through” of the supporting structure. All materials proposed for exterior use shall be approved by the DRC prior to construction. Elastomeric paint is recommended. See **EXHIBIT D: EXTERIOR COLORS AND MATERIALS**

Windows and Doors

The highest quality windows and doors are required. Impact resistant doors and windows are required by the Florida Building Code. Metal clad windows are acceptable provided they are finished in a factory-applied color, and the color matches the exterior trim. Aluminum awnings and jalousie-type windows are not permitted. Use of reflective tinted treatments and/or reflective glass is strongly discouraged. “Mirrored” windows or doors are prohibited.

All windows visible from the beach are required to be tinted to comply with Flagler County’s Sea Turtle Protection Plan. All glass visible from the beach must be tinted with a non-reflective coating having a shading co-efficient sufficient so that no more than 45% of the interior light is allowed to pass to the exterior of the Dwelling Unit or other Structures.

Window shutters must be sized to match window openings and mounted to appear operational. They must also follow the guidelines for exterior trim and decorating concerning materials and colors.

Hurricane Shutters

Hurricane shutter installations must be reviewed and approved by the DRC. The DRC application must include a copy of the contract with the installer. The contract must include detail about shutter size, color, and locations on the Dwelling Unit.

Shutters shall be wall-mounted to the Dwelling Unit and designed to cover windows and/or sliding glass doors only when deployed. All wall-mounted shutter housings installed above windows and doors shall have a 45-degree angle at the bottom of the housing. Components which will be deployed in front of windows shall be white. Components installed in front of Dwelling Unit exterior wall shall be painted to match the color of the Dwelling Unit. Hardware, such as screws, bolts and brackets, shall be covered so that they are not visible from the exterior of the Dwelling Unit. Hardware should be resistant to salt-water corrosion (e.g., 316/316L stainless steel). Power for any shutter motor, if applicable, must be run inside the Dwelling Unit or Dwelling Unit walls. Exterior cable channels or conduits, which are visible from the exterior of the Dwelling Unit, are not permitted.

Permissible Shutters:

Permanent Fixed Storm Shutters: Accordion Shutters, Colonial or Bahama style Storm Shutters conforming to the unified building scheme and the existing color palette of the Dwelling Unit may be installed.

Roll down track storm shutters: Owners may install roll down track storm shutters, only when said shutters consist of clear polycarbonate, or of metal that matches the color of the Dwelling Unit exactly.

Shutter usage is subject to the following suggested operational criteria: All hurricane shutters must remain in the open position at all times until a hurricane watch or warning is issued. Then, within seventy-two (72) hours after the expiration of a hurricane watch or warning, the shutters must be re-opened. Plywood hurricane barriers are strongly discouraged.

Exterior Trim, Banding and Decoration

Exterior Trim, Banding and Decoration are required. All materials proposed for exterior trim, banding and decoration must be approved by the DRC prior to construction. The color of the trim must be differentiated from the body of the Dwelling Unit. See **EXHIBIT D: EXTERIOR COLORS AND MATERIALS**. Exterior window and door trim and similar decorations shall all be of the same color and material, unless otherwise approved, and shall be either of the same material as exterior walls or directly compatible. The preferred material for trim and decorations is stone, ceramic tile and smooth stucco, as well as stained or painted wood. Metal or vinyl siding is prohibited.

Fascia, gutters and downspouts shall blend in and be directly compatible with the architectural detail of the exterior walls, in color and style.

Drapes and Curtains

As viewed from the exterior of the Dwelling Unit, the color of any drape, curtain, or any other similar interior window element shall be compatible in color and style with the exterior of the Dwelling Unit.

Exterior Colors

Exterior Colors shall be indicated on **EXHIBIT B: DESIGN REVIEW APPLICATION** and approved by the DRC. Samples and/or color chips of all exterior colors may be requested by the DRC for review. Any changes in exterior colors made in future re-paintings shall be regarded as a “Minor Alteration or Addition” subject to approval by the DRC.

The color palate for Playa del Sur and Carino la Mer is subdued earth tones and subtle pastels. It is important to differentiate the color of the trim from the body of the Dwelling Unit. **See EXHIBIT D: EXTERIOR COLORS AND MATERIALS.**

Roofs

Flat roofs shall not be permitted on any portion of the structure provided, however, that the DRC shall have discretion to approve such roofs if consistent with the architectural design of the house. No built-up roofs shall be permitted, except on approved flat surfaces. The composition of all pitched roofs is required to be terra cotta barrel, slate, or concrete or clay tile. Roof pitches must be a minimum of 5/12 slope. The DRC will consider approving synthetic roof tile upon reviewing a physical sample of the roof tile and confirming the synthetic roof tile is a roof system recognized by the Florida Building Code which meet ASCE 7-22 standards and are a color, shape, and design match to the Playa del Sur or Carino la Mer Neighborhood, as applicable, so that the appearance of the synthetic tile is substantially similar in appearance to the required terra cotta barrel, slate or concrete tile. Synthetic roof tile requests must provide a separate DRC application for review.

Chimneys

Any exposed portion of a chimney outside of the Dwelling Unit shall be constructed solely of brick, stone or stucco. If the fireplace is a metal (self-insulated) type with a metal spark arrestor at the top of the chimney, the arrestor must have a cowling or surround of a material and color approved in advance in writing by the DRC. The chimney cap must be painted the same color as the roof tile or the color of the Dwelling Unit. No unpainted aluminum may be left exposed.

Garages

All Dwelling Units shall include a garage adequate to house at least two (2), but not more than four (4), large-sized automobiles with a minimum floor space allocation for each automobile of not less than ten (10) feet in width and twenty (20) feet in length (**Carino la Mer**) and eleven (11) feet in width and twenty-two (22) feet in length (**Playa del Sur**).

No garage shall be less than four hundred (400) square feet of total floor space for automobiles (**Carino la Mer**) and four hundred eighty-four (484) square feet (**Playa del Sur**), not including space required for hot water heaters and HVAC equipment or other equipment and appliances commonly located in garages. The maximum allowable garage slope is 10%.

All garages shall be constructed of the same exterior materials and colors as the Dwelling Unit. All garage doors (except service doors) shall be a minimum width of eight (8) feet for each automobile and operated by automatic door openers. If garage doors face the side lot line, a minimum twenty-six (26) feet turnaround space and screening from view by landscaping is required.

Garage doors shall be constructed of a material that is similar in appearance to the exterior materials of the Dwelling Unit, and the color of the garage doors shall be compatible with the color of other exterior finishes of the Dwelling Unit. Reinforced garage doors are strongly encouraged. Garage doors may be

screened with electric roll down type. Submittal of detail, material, and color to DRC for review is required. Garage doors, automatic door openers and service doors shall be maintained in working condition and shall be kept closed when not in use.

No garage shall be converted to other usage without the substitution of another garage. No carports shall be permitted.

Geothermal Systems

The Hammock Dunes Owners' Association supports the use of "closed-loop," non-well, geothermal systems, so long as Owners planning to install them apply to the Design Review Committee (DRC) for review of their plans, just as Owners must apply to the DRC for review of new Dwelling Unit construction or any other major alterations to their Structures and/or properties. All Owners are cautioned not to install a geothermal system of any type without coordinating with the DRC for approval. "Open-loop" systems are prohibited and will not be approved. Please refer to **EXHIBIT K: GEOTHERMAL CLOSED LOOP SYSTEMS** checklist for specific requirements when making a submission.

Water Conserving Bathroom Fixtures

Water closets shall be water conserving (low volume) models, and all faucets and showers shall have flow restrictors.

Energy Efficiency

All Dwelling Units 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.

Appurtenances

All exterior mechanical equipment, including but not limited to transformers, all generators, vents, air conditioning compressors, pool pumps, meters, etc., shall be concealed from view by walls of the same material, design scheme and color as that of the Dwelling Unit and by screen landscaping sufficient to provide a permanent screen from view of from the front of the lot, an adjacent lot, an adjacent Common Area, the Golf Course, or an adjacent Neighborhood Common Area. Walls shall be either attached to the Dwelling Unit or no more than six (6) inches from the Dwelling Unit and cannot be less than five (5) feet in height. The DRC may allow appurtenances to be concealed with PVC fence or similar materials as replacement for previously approved installations with screen landscaping.

Solar Energy

Solar energy collectors, although allowed by Florida statutes, shall be submitted to DRC for review of type, kind, color, dimensions, and location only. The community desires to encourage owners to make every effort possible to aesthetically integrate the panels into the structure of the Dwelling Unit so as to minimize views from the streets.

Satellite Dishes

No television, radio, satellite, or other antenna or satellite system may be installed in Playa del Sur or Carino la Mer, except as provided herein. Certain television, satellite, or other antenna systems may be erected or installed on Owners' property subject to compliance with the following requirements:

a. Permitted antennas do not include any antenna intended for the sending or broadcasting of a signal, including but not limited to “HAM” radio or similar signals. Permitted antennas include (collectively hereinafter referred to as “antennas”):

- Direct broadcast satellite dishes (DBS) that are less than one meter in diameter.
- Multi-channel, multi-point distribution service devices (MMDS) that are less than one meter in diameter or diagonal measurement. Such devices may be mounted on “masts” to reach the height needed to establish line of sight contact with the transmitter provided no mast may be higher than twelve feet above the roof line of a residence without prior approval of the DRC.
- Television broadcast antennas for local stations, which may be any reasonable size, which may be secured to a mast located no higher than twelve feet above the roof line. Any mast located higher than twelve feet above the roof line must be approved by the DRC.

b. Location of Antennas. To the extent feasible, all antennas must be placed in locations that are not visible from any street and in a location to minimize annoyance or inconvenience to other residents of the Neighborhood if this placement would still permit reception of an acceptable quality signal.

c. Color of Antennas. All antennas shall be painted to blend into the background against which it is mounted for so long as the paint will not interfere with an acceptable quality signal. If the antenna is not mounted on a building, it must be the color of the exterior walls of the Dwelling Unit.

d. Safety Requirements. To safeguard the safety of the Owners, occupants of the Dwelling Unit in which the antenna is located, and other Owners and members in Playa del Sur and Carino la Mer, as applicable, it shall be the obligation of the Owner to comply with all applicable local, state and federal safety requirements, including but not limited to obtaining a permit for the installation of the antenna, if any, hiring licensed contractors with sufficient expertise and adequate insurance to protect their work, installing the antennas away from power lines and other potentially dangerous areas, installing and using the antenna in accordance with safety recommendations and requirements of the antenna manufacturer, and in accordance with the customs and standards for the antenna industry, including compliance with electrical code requirements to properly ground the antenna, and installation requirements to properly secure the antenna. Antennas shall be properly secured and installed so as to cause no damage to the Common Areas, Neighborhood Common Areas, golf course, or neighboring property, such as compromise of its water-proof integrity and no damage other than normal wear and tear in exclusive use areas. An Owner shall indemnify and hold harmless the HDOA, Neighborhood Association, and all other Owners, for any damage that an antenna causes to the property or to persons or other property. antenna industry, including compliance with electrical code requirements to properly ground the antenna, and installation requirements to properly secure the antenna.

Window Air Conditioning Units

No window air conditioning units shall be permitted where visible from the street or adjoining property.

Hurricane Protection: The installation, enhancement or replacement of all hurricane protection devices including their size, materials, colors, textures and supporting anchorage systems must conform to this DRM and must meet and are allowed by the governing building code requirements and permitting authorities. All new hurricane protection installed within the Ocean Estates Neighborhood must conform to the standards below, in addition to the unified building scheme for the Ocean Estates Neighborhood.

1. **Roof Systems:** See page 21.
2. **Shutters:** See page 20.
3. **Impact resistant windows and doors:** See page 19.
4. **Polycarbonate panels:** Owners may install polycarbonate panel shutters so long as the panels are either clear polycarbonate or the color of the Dwelling Unit, and any C-track must match the color of the Dwelling Unit exactly.
5. **Reinforced garage doors:** See page 21.
6. **Erosion controls:** Synthetic underground erosion control mats and overground erosion control blankets that interfere with irrigation shall not be permitted. Bio-degradable or dissolvable natural erosion control mats of coconut fiber or jute may be utilized, provided the mat is not visible from the frontage of the parcel, an abutting parcel or abutting Neighborhood Common Area.
7. **Exterior fixed generators and fuel storage tanks:** See pages 10 and 22.

LANDSCAPING AND OPEN SPACES STANDARDS

General

In general, existing vegetation shall be maintained on lots to the greatest extent possible. The existing vegetation in the coastal scrub zone borders most of neighborhood road right-of-way. It is a goal of these guidelines to preserve the continuity of this scrub as viewed from the road, and landscape plans should be developed to include this vegetation as an integral design component.

Any lot that is altered from its natural state must be landscaped according to plans approved by the DRC. All shrubs, trees, grass, and plantings of every kind must be well maintained, properly cultivated and free of trash and other unsightly material.

The land seaward of the easterly property line shall be preserved in its existing state except for dune walkovers, dune restoration and re-vegetation, and maintenance by the HDOA.

Landscaping, as approved by the DRC, shall be complete at the time the Dwelling Unit is ready to receive a Certificate of Occupancy.

Landscaping Plan

A landscaping plan for each Dwelling Unit must be designed by a **REGISTERED FLORIDA LANDSCAPE ARCHITECT** and must be submitted to and approved by the DRC. The objective of

the landscaping plan should be to provide landscaping around each Dwelling Unit consistent with the high standards of design which this Design Review Manual promotes.

Incorporation of existing vegetation on the site into the landscaping plan is strongly encouraged. Existing trees intended to be removed should be shown and may not be removed without the prior approval of the DRC and Flagler County, if necessary.

Concept Landscape Plan at Final Review

A Conceptual Landscape Plan at 1" = 20 ft. showing existing vegetation to remain, proposed trees, shrubs, and ground cover plantings with preliminary plant list indicating size (height x spread), spacing, sod, mulch, etc. and estimated quantities.

Final Landscape and Irrigation Plans

Final Landscape and Irrigation Plans are required to be submitted for approval at the time of Construction Milestone 2b of **EXHIBIT B: DESIGN REVIEW APPLICATION**.

Landscape Plan at 1" = 20 ft. showing existing vegetation to remain, proposed trees, shrubs, and ground cover plantings with plant list indicating size (height x spread), spacing, sod, mulch, etc. and quantities.

Irrigation Plan at 1" = 20 ft. indicating point of connection, main lines, all zone valves, specifications for all heads and irrigation components.

Plant Palate and Materials Seaward of the CCCL

Because of existing climatic conditions, required preservation of existing vegetation, and desired level of consistency throughout the Carino la Mer and Playa del Sur Neighborhoods, particularly as viewed from the Neighborhood road, new plantings shall be native or naturalized species compatible with the existing vegetation and the Neighborhood roadway landscaping.

Only native indigenous plantings allowed by the DEP will be approved seaward of the CCCL. On the remaining land, 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.

Trees

In order that the natural beauty of the lot may be preserved, no living tree having a diameter of three (3) inches or more, as measured four (4) feet from the natural grade, shall be destroyed or removed from any lot unless approved in writing by the DRC and Flagler County, if necessary, in connection with its approval of the plans and specifications for the construction of improvements on the lot. When approval is granted by the DRC for tree removal and a replacement tree is required, a refundable deposit of \$400 per caliper inch of replacement is required until the replacement tree is installed. The Builder shall take special care during construction not to injure or destroy trees or tree root systems by using protective barriers to keep equipment away from trees.

NOTE: Washington palms will not be permitted in landscape installations.

Sod

All areas within each lot not covered with pavement, buildings, shrubs or groundcover shall be completely sodded with either Empire Zoysia (*Zoysia Tenuifolium*), preferred, or St. Augustine grass (*Stenotaphrum Secundatum ‘Floratam’*) unless otherwise approved by the DRC. All sodded areas shall be provided with an automatic underground irrigation system. Artificial turf is prohibited.

Mulch

All planting areas within each lot shall be covered and maintained with three (3) inches or more of pine or cypress mulch or other suitable material approved by the DRC to reduce blowing sand. Organic materials are preferred, but crushed stone or other natural mulch material may be considered. Pine straw is not permitted. Artificial mulch may be permissible if it looks identical to any of the acceptable forms of mulch.

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. All plant materials are subject to the review and approval of the DRC. Use of non-indigenous plants is discouraged.

The preservation of existing natural vegetation, use of native plant material, and use of xeriscape principles is strongly encouraged to minimize water usage.

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 entire rear and side lines, up to the dunes, as applicable, within the lot’s landscape areas. Irrigation heads should be placed to prevent spraying onto walks, driveways, Common Access Drives, and the walls of the Dwelling Unit. The use of rain switches shall be incorporated into the design. All Dwelling Units must use the irrigation water source(s) provided for such use. Use of water from on-site wells, lakes or ponds for irrigation will not be permitted.

The D.C.D.D. may impose additional charges for excessive water usage.

Underground irrigation systems are not allowed seaward of the CCCL. Only native indigenous plantings allowed by the DEP will be approved in these areas.

All other landscaped areas shall be provided with an automatic underground irrigation system. Irrigation must be provided to the SR A-1-A right-of-way and all landscaped areas within the lot (**Carino la Mer**) and to the back of the curb of the adjacent street and to the shoreline of all new landscaped areas within the lot (**Playa del Sur**). The use of rain switches shall be incorporated into the design. All lots must use the irrigation water source(s) provided for such use. Use of water from on-site wells, lakes or ponds for irrigation will not be permitted.

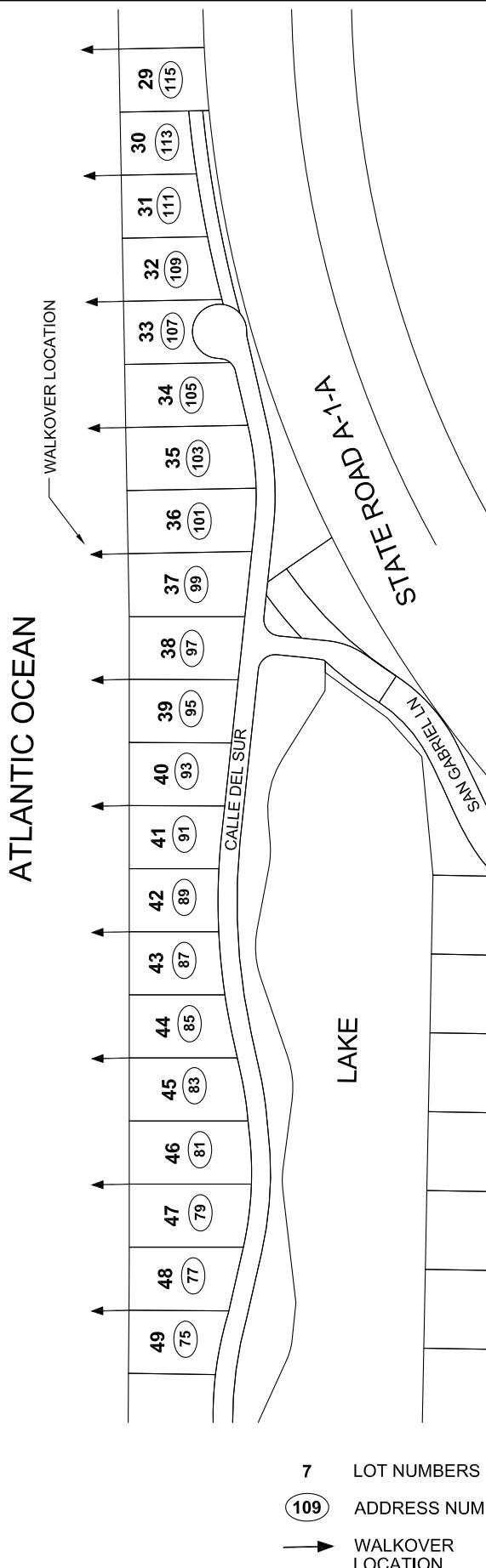
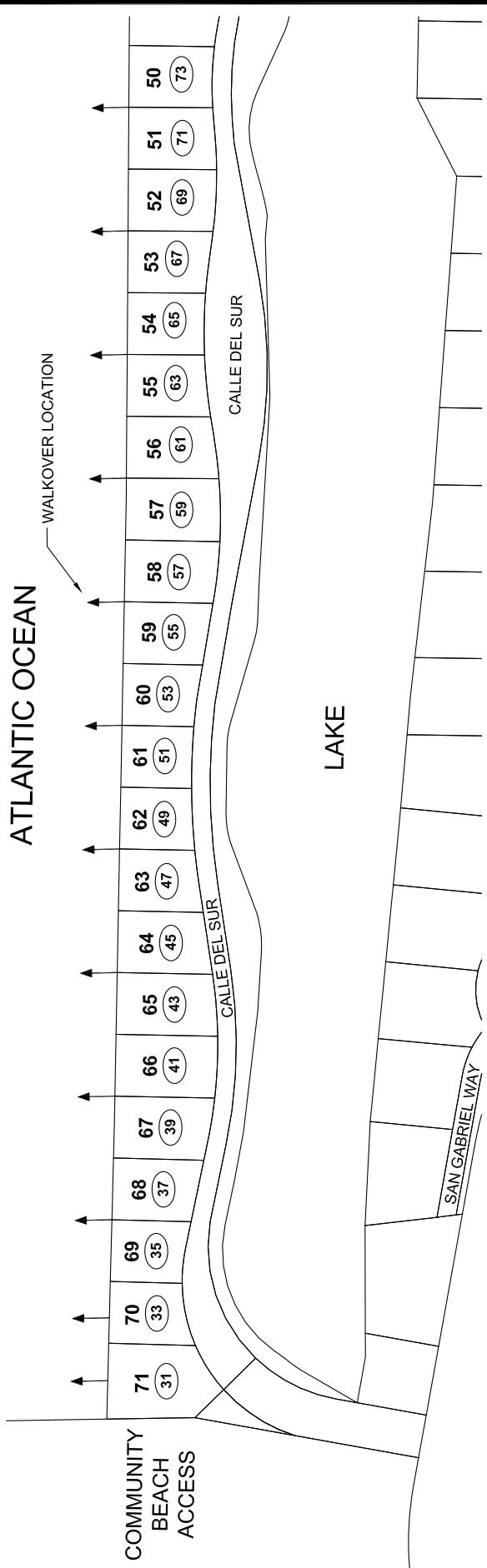


FIGURE 1A
Playa del Sur & Carino La Mer Site Maps (2-A and 2-B)

7 LOT NUMBERS
109 ADDRESS NUMBERS

→ WALKOVER LOCATION

N.T.S

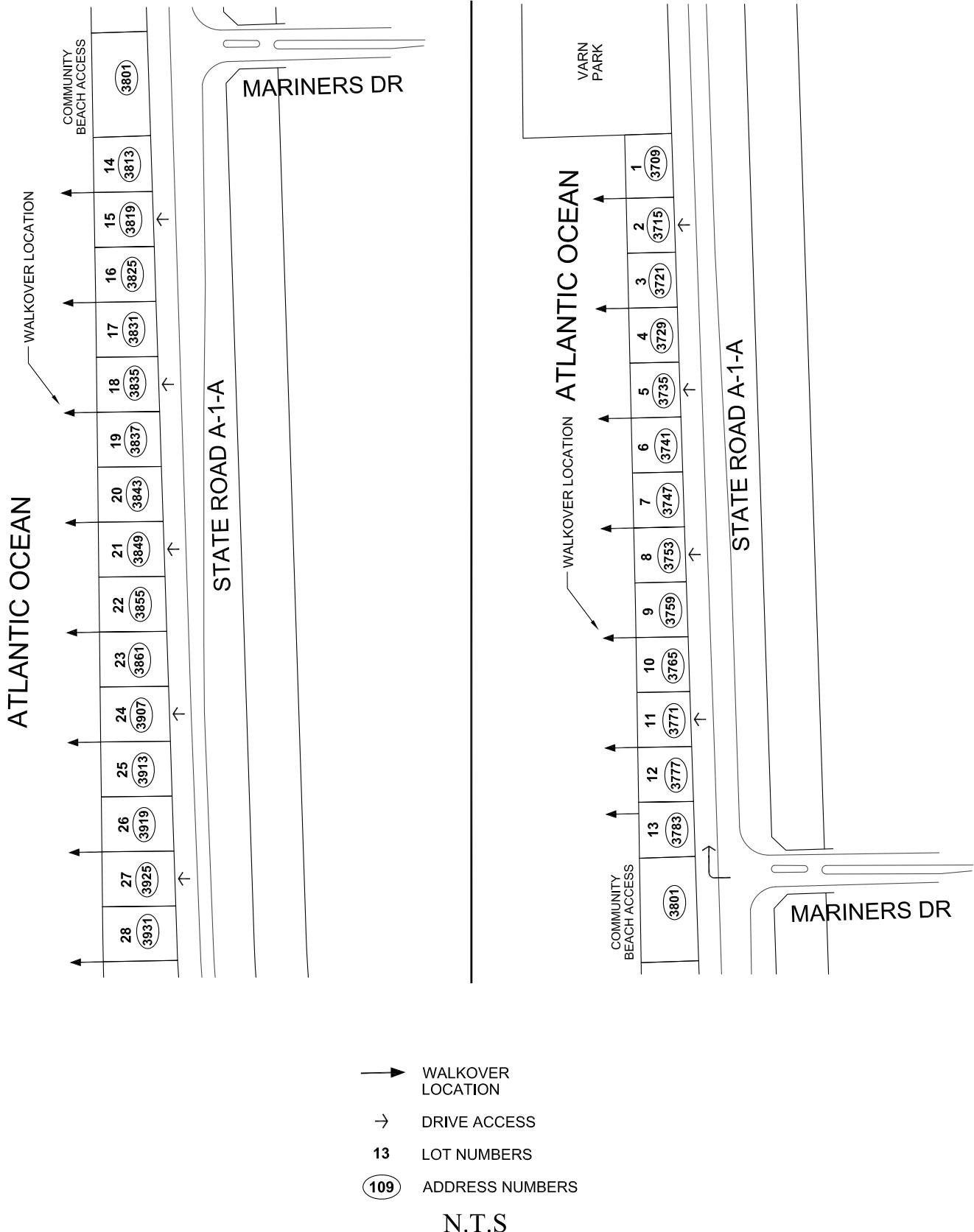


FIGURE 1B
Playa del Sur & Carino La Mer Site Maps (2-A and 2-B)

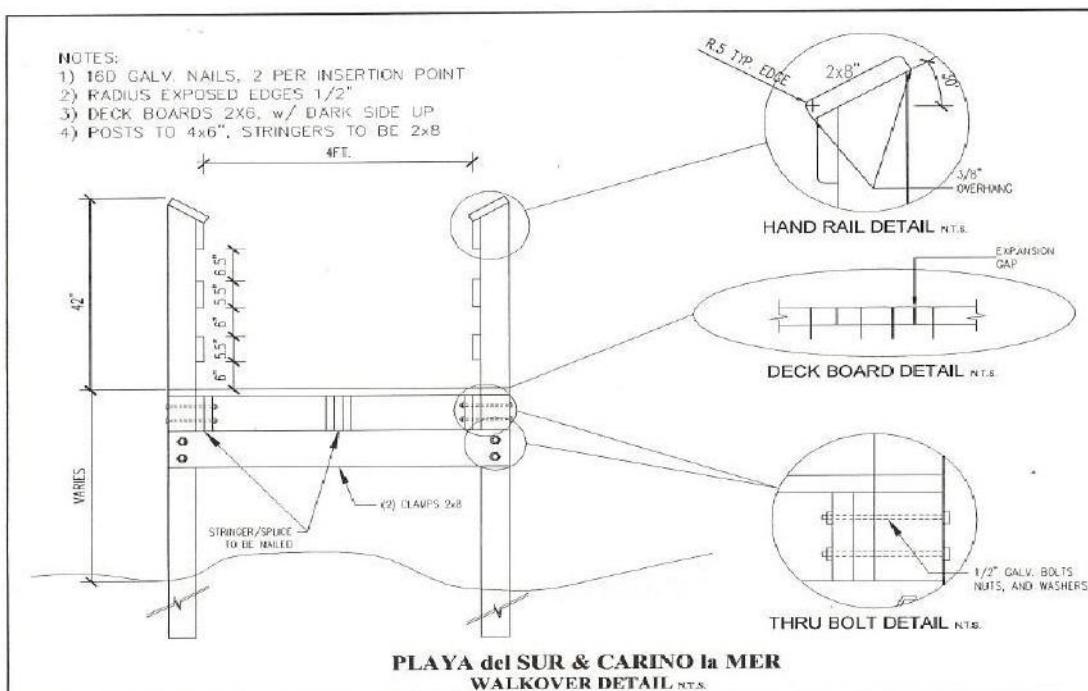
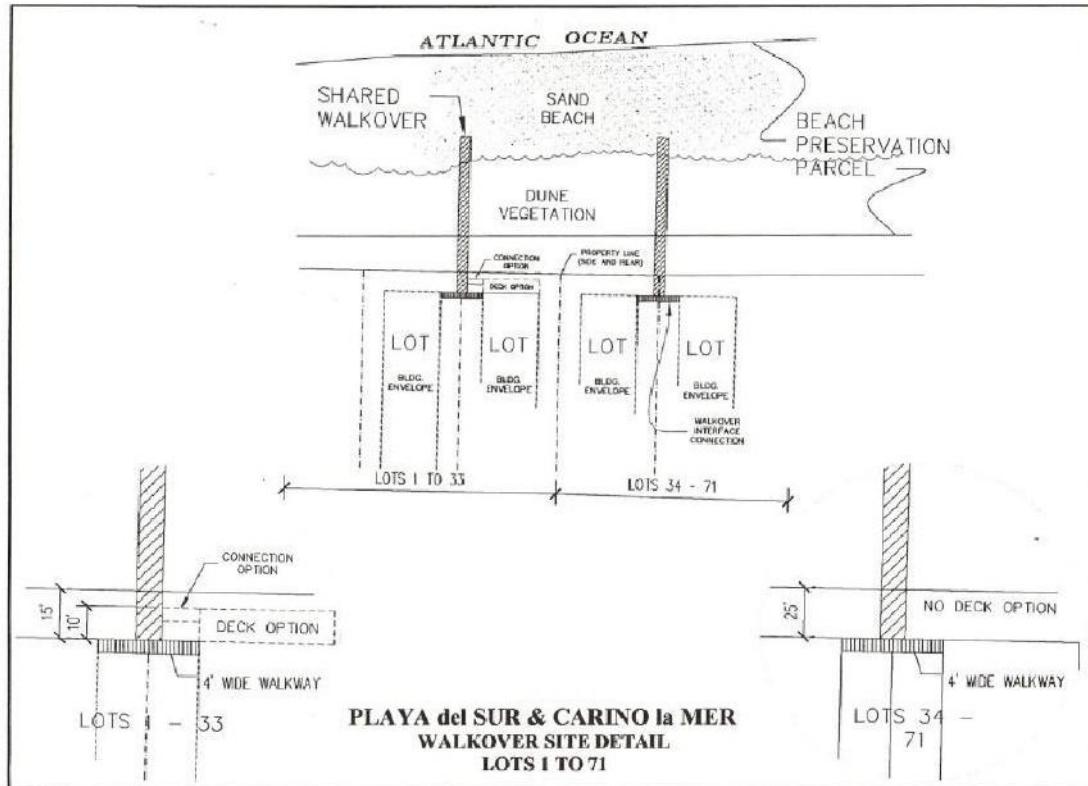


FIGURE 2

Walkover Details

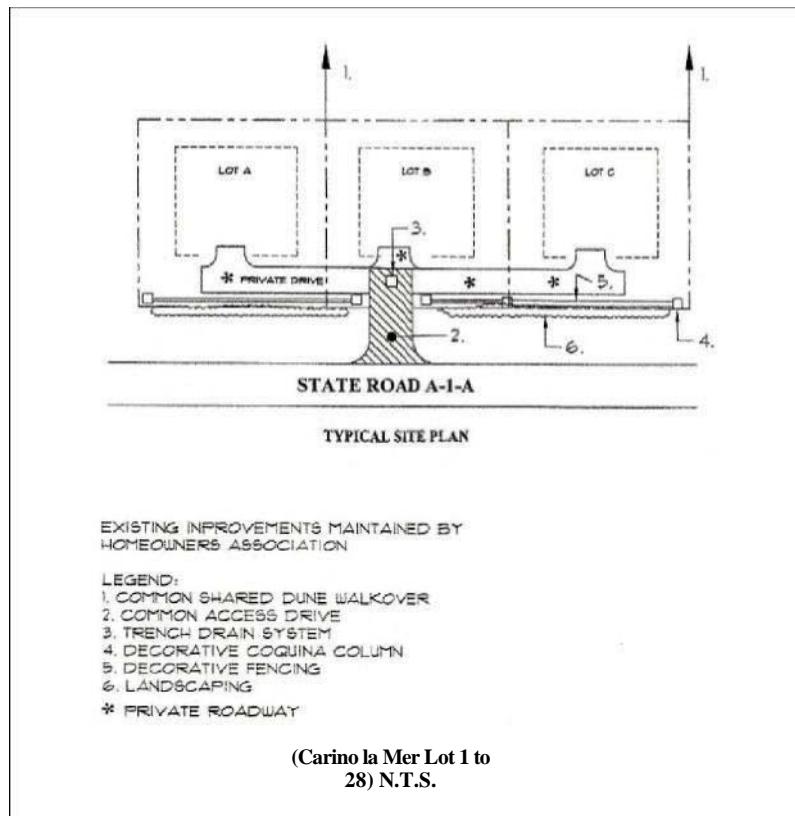


FIGURE 3
A-1-A Street Front Improvements

Hammock Dunes Design Review Committee
EXHIBIT A

SUBMITTAL/TRANSMITTAL CHECKLIST

SUBMITTED BY: _____

PHONE: _____ EMAIL: _____

SUBMITTAL _____

ADDRESS _____

LOT# _____

OWNER NAME: _____

MAILING ADDRESS: _____ EMAIL: _____

Check all items applicable below:

***Refer to DESIGN REVIEW MANUALS for complete
Details and Requirements.***

NOTE: ALL items must be submitted to be included on Hammock Dunes Design Review Committee Meeting, 10 days prior to the next scheduled Design Review Committee Meeting.

NEW RESIDENCE

CONCEPTUAL REVIEW ITEMS

- A. EXHIBIT B: DESIGN REVIEW APPLICATION**
- B. EXHIBIT C: FEES AND CONSTRUCTION DEPOSIT REQUIREMENTS**
- C. Conceptual Architectural floor plans and elevations**
Signed and Sealed by **REGISTERED FLORIDA ARCHITECT**
- D. Conceptual site plan showing the approximate location and dimensions of all improvements. This plan should show the relationship of all building(s) on adjacent properties.**

Signed and Sealed by a **FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER**

- E.** Conceptual Landscape Plan showing existing vegetation to remain, proposed trees, shrubs and ground cover plantings.

Signed and Sealed by a **REGISTERED FLORIDA LANDSCAPE ARCHITECT**

- F.** Aerial photo from Google Earth or Flagler County Property Appraiser web site.
- G.** Photos of the existing site and adjacent Dwelling Units on sides across street.
- H.** Other information, photos, brochures, or items to further illustrate design elements.
- I.** Electronic and paper submittals of "all" items included to Brie@ssmgfl.com and provide a hard copy prior to the DRC meeting.

FINAL REVIEW ITEMS (Addressing all comments from Conceptual Review)

- A. EXHIBIT B: DESIGN REVIEW APPLICATION**
- B. EXHIBIT C: FEES AND CONSTRUCTION DEPOSIT REQUIREMENTS**
- C.** Final Architectural Plans at $1/4" = 1'-0"$ floor plans, elevations, sections, details Exterior trim details at $1\frac{1}{2}" = 1'-0"$, space allocations; a/c, non-a/c, total sf.

Signed and sealed by **REGISTERED FLORIDA ARCHITECT**

- D.** Site Plan/Survey at 1" = 20 ft., showing property dimensions, all proposed improvements, finished floor elevations, all setbacks, grading and drainage information as required by the County, trees over 3" caliper.

Signed and sealed by **FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER**

- E.** Conceptual Landscape Plan at 1" = 20 ft. showing existing vegetation to remain, proposed trees, shrubs, and ground cover plantings with preliminary plant list indicating size (height X spread.), spacing, sod, mulch, etc. and estimated quantities.

F. FINAL LANDSCAPE AND IRRIGATION PLANS

Final Landscape and Irrigation Plans are required to be submitted for approval at the time of Construction Milestone 2a of **EXHIBIT B: DESIGN REVIEW APPLICATION**.

Landscape Plan at 1" = 20 ft. showing existing vegetation to remain, proposed trees, shrubs, and ground cover plantings with plant list indicating size (height X spread.), spacing, sod, mulch, etc. and quantities.

Irrigation Plan at 1" = 20 ft. indicating point of connection, main lines, all zone valves, specifications for all heads and irrigation components.

Signed and sealed by **REGISTERED FLORIDA LANDSCAPE ARCHITECT**

- G.** Exterior Materials, Colors, and Finishes: Provide all associated exterior materials, colors, and finishes for improvements, e.g.: pavers, fences, screen enclosures, etc. with samples/color chips as required. (**EXHIBIT D: EXTERIOR COLORS AND MATERIALS**)

- H.** Other, as may be specified by DRC.
- I.** Electronic and paper submittals of “all” items included to Brie@ssmgfl.com and a hard copy prior to the DRC meeting.

ALTERATION OR ADDITION

CONCEPTUAL REVIEW ITEMS

- A. EXHIBIT B: DESIGN REVIEW APPLICATION**
- B. EXHIBIT C: FEES AND CONSTRUCTION DEPOSIT REQUIREMENTS**
- C.** Conceptual Architectural floor plans and elevations shown on original Architectural Plans.

Signed and Sealed by **REGISTERED FLORIDA ARCHITECT**

- D.** Conceptual site plan showing the approximate location and dimensions of all improvements.

Shown on existing sit plan/survey and showing the relationship of all building(s) on adjacent properties.

- E.** Conceptual Landscape Plan showing existing vegetation, existing and proposed trees, shrubs and ground cover plantings.

Signed and Sealed by a **REGISTERED FLORIDA LANDSCAPE ARCHITECT**

- F.** Aerial photo from Google Earth or Flagler County Property Appraiser web site.
- G.** Photos of the existing Dwelling Unit and site and adjacent Dwelling Units on sides across street.
- H.** Other information, photos, brochures, or items to further illustrate design elements.
- I.** Electronic and paper submittals of “all” items included to Brie@ssmgfl.com and a hard copy prior to the DRC meeting.

FINAL REVIEW ITEMS

- A. EXHIBIT B: DESIGN REVIEW APPLICATION**
- B. EXHIBIT C: FEES AND CONSTRUCTION DEPOSIT REQUIREMENTS**
- C.** Final Architectural Plans at $1/4" = 1'-0"$ floor plans, elevations, sections, details Exterior trim details at $1\frac{1}{2}" = 1'-0"$, space allocations, a/c, non-a/c, total sf.

Signed and sealed by **REGISTERED FLORIDA ARCHITECT**
- D.** Site Plan/Survey at $1" = 20$ ft., showing property dimensions, all proposed improvements, finished floor elevations, all setbacks, grading and drainage information, trees over 3" caliper.

Signed and sealed by **FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER**

- E.** Conceptual Landscape Plan at 1" = 20 ft. showing existing vegetation, existing and proposed trees, shrubs, and ground cover plantings with preliminary plant list indicating size (height x spread), spacing, sod, mulch, etc. and estimated quantities

- F. FINAL LANDSCAPE AND IRRIGATION PLANS**

Final Landscape and Irrigation Plans are required to be submitted for approval at the time of Construction Milestone 2b of **EXHIBIT B: DESIGN REVIEW APPLICATION**.

Landscape Plan at 1" = 20 ft. showing existing vegetation to remain, proposed trees, shrubs, and ground cover plantings with plant list indication size (height. x spread.), spacing, sod, mulch, etc. and quantities

Irrigation Plan at 1" = 20 ft. indicating point of connection, main lines, all zone valves, specifications for all heads and irrigation components

Signed and sealed by **REGISTERED FLORIDA LANDSCAPE ARCHITECT**

- G.** Exterior Materials, Colors, and Finishes: Provide all associated exterior materials, colors, and finishes for improvements, e.g.: pavers, fences, screen enclosures, etc. with samples/color chips as required. (**EXHIBIT D: EXTERIOR COLORS AND MATERIALS**)
- H.** Other, as may be specified by DRC.
- I.** Electronic and paper submittals of "all" items included to Brie@ssmgfl.com and a hard copy prior to the DRC meeting.

NEW BUILDER REVIEW (if required)

- A. FLORIDA LICENSED GENERAL CONTRACTOR**
- B. Brief Builder Biography**
- C. Builder company outline, staff, equipment etc.**
- D. Builder Experience, e.g.: plans, photos, size, value.**
- E. References**
- F. Electronic and paper submittals of "all" items included to Brie@ssmgfl.com and a hard copy prior to the DRC meeting.**

MISCELLANEOUS SUBMITTAL

(fence, paint, hardscape, landscape renovations, etc.)

- A. REPAINT: photos of existing, color samples of proposed colors/materials
- B. NEW FENCE: photos of existing property, location on property survey off property line, brochure or photo of fence, proposed buffer landscape plantings if required.
- C. NEW HARDSCAPE: photos of proposed location, location on property survey, brochure or photos of proposed item(s).
- D. Landscape Renovation: photos of proposed location(s), landscape plan showing existing vegetation, existing and proposed trees, shrubs, and ground cover with plant list indicating size (height. x spread.), spacing, sod, mulch, etc. and quantities.
- E. EXISTING TREE REMOVAL: Indicate on site survey or existing landscape plan trees to be removed. Include tree type and size. Provide photos of trees and mark trees with a band of survey ribbon for field evaluation. Tree removal deposit if required.
- F. Geothermal Closed Loop System see **EXHIBIT K: GEOTHERMAL CLOSED LOOP SYSTEM**.
- G. Other, contact DRC for requirements.
- H. Electronic and paper submittals of “all” items included to Brie@ssmgfl.com and a hard copy prior to the DRC meeting.

Hammock Dunes Design Review Committee

EXHIBIT B

DESIGN REVIEW APPLICATION

SUBMITTED BY: _____

PHONE: _____ EMAIL: _____

SUBMITTAL: _____

ADDRESS _____

LOT # _____

OWNER NAME: _____

MAILING ADDRESS: _____

EMAIL: _____

REGISTERED FLORIDA ARCHITECT: _____

FLORIDA LICENSE NUMBER: _____

REGISTERED FLORIDA LANDSCAPE ARCHITECT: _____

FLORIDA LICENSE NUMBER: _____

LICENSED FLORIDA CONTRACTOR: _____

FLORIDA LICENSE NUMBER: _____

TYPE: _____ **STANDARD MODEL:** _____ (NAME)

_____ **CUSTOM HOME** _____ **MAJOR HOME ADDITION** _____ **MINOR HOME ADDITION**

_____ **POOL** _____ **SPA** _____ **SCREEN ENCLOSURE**

_____ **MISC. (LANDSCAPE, FENCE, PAINT, SATELLITE DISH, PAVERS, ETC.)**

FEES: The Design Review Fee covers the normal review process of Design Application and Concept Review with comments back from Committee and Final Construction Plan Review with those comments being addressed. If comments are not addressed at Final Construction Plan Review or major revisions are required for Final Construction Plan approval an additional fee covering the direct costs of the Committee will be charged. Design Review fees are as follows:

_____	\$4,000	New Dwelling Unit Construction
_____	\$500	Major Alteration or Addition to an existing Dwelling Unit
_____	\$50	Minor Alteration or Addition to an existing residence
_____	\$250	Changes to or Resubmission of Plans
_____	\$1,500	New Builder review
_____	\$50	Review of files for previous construction
_____	\$25	Fence, paint, pavers, replacement of existing roof with a new roof of similar color and materials, and minor landscape changes

Notes (see EXHIBIT C: FEES AND CONSTRUCTION DEPOSIT REQUIREMENTS)

- 1) Review fees for New Dwelling Unit Construction and Major Alteration or Addition include Design Review Committee Review plus up to two (2) hours professional review.
- 2) Review fee for Minor Alteration or Addition includes Design Review Committee Review plus up to one (1) hours professional review.
- 3) Submittals for review from existing residences for minor “like for like” changes (paint color, mailbox, fence, solar collection system, etc.) shall not require a review fee.

DESIGN REVIEWS

Concept Review: see **EXHIBIT A: SUBMITTAL/TRANSMITTAL CHECKLIST** for all requirements.

Final Plan Review: see **EXHIBIT A: SUBMITTAL/TRANSMITTAL CHECKLIST** for all requirements.

CONSTRUCTION/ALTERATION/ADDITION MILESTONES: The Owner or Builder shall specify completion times (in months) for each new construction, alteration or addition milestone listed below. Construction shall be completed within twenty-four (24) months after commencement of construction. The Builder shall notify the DRC well in advance of any changes in these completion milestones:

Construction/Alteration/Addition Milestone*	Completion Time (Months)
1a. Lot Clearing/Demolition/Foundation: plumbing roughed in & slab poured. (Granada/Island Estates/Oasis & Villas)	
1b. Lot Clearing/Demolition/Foundation: Pilings and Grade Beams poured. (Grande Mer, Playa del Sur, Carino la Mer)	
2a. Framing/Structure: exterior walls, roof trusses, roofing dry-in, windows & doors. (Granada/Island Estates/Oasis & Villas)	

2b. Framing/Structure: exterior walls, roof trusses, roofing dry-in, plumbing roughed in, windows & doors. Final Landscaping and Irrigation Plan Submitted (Grande Mer, Playa del Sur, Carino la Mer)	
3. Outside & Inside Finishes: electric, plumbing, drywall, cabinetry, roof tile, paint.	
4. Driveway & Landscaping must be complete: Ready for Certificate of Occupancy.	
5. Certificate of Occupancy: Ready for Buyer Move-in.	

CONSTRUCTION START: (All items required for construction to start)

- Deposit/Irrevocable letter of credit/construction loan
- \$15,000 Deposit (New Dwelling Unit Construction)
- \$7,000 Deposit (Major Alteration or Addition)
- \$500 Deposit for driveway brick paver renovation

HDOA EXHIBIT F: CONSTRUCTION AGREEMENT

- Pre-Construction Meeting (At property with clearing limits marked)

FINAL REVIEW AND ACCEPTANCE: (All items required for New Dwelling Unit Construction Final Review and Acceptance)

- Final survey (For Island Estates show storm retention areas(s))
- Completion transmittal
- Certificate of Occupancy

Incomplete information may unnecessarily delay review or approval of your application.

I have read and reviewed the Master Declaration, Neighborhood Declaration, and Design Review Manual, including all Exhibits, prior to submitting this application and agree to abide by all such documents. The Owner agrees that the DRC may communicate directly with the Builders during the construction project.

Signed _____ Date _____

Hammock Dunes Design Review Committee

EXHIBIT C

FEES AND CONSTRUCTION DEPOSIT REQUIREMENTS

FEES

NEW DWELLING UNIT CONSTRUCTION

\$4000 Design Review Fee – Covers the normal process of evaluating concept architectural and landscape submittals and reviewing final plans that address DRC comments. Includes interim inspection of construction progress and final acceptance. Includes 1 conceptual, 1 preliminary, and 1 final review. Additional reviews will be charged at \$250 per meeting.

Additional Fees for New Dwelling Unit Construction:

- \$1,000, Pool and Extra Amenities
- \$500, Ocean Estates Private Walkover Connection
- \$1,000, Walkover, Intracoastal Seawalls and/or Docks
- \$6,500, Lot Binding (legal fees and recording fees will be additional)
- \$500, Solar Panels
- \$1,000, Closed Loop Well Systems

\$15,000 Refundable Construction Deposit – Required before construction begins. See **DEPOSITS** for specifics.

Major Alteration or Addition

\$500 Design Review Fee – Covers structural or site modifications after original construction that affects or alters the existing exterior architecture, footprint and or square footage, or exterior appearance in any fashion or warrants the issuance of a building permit by a governmental authority. Also covers additions of pools, screen enclosures and docks. Includes up to two hours of professional review, but an additional fee of \$150 per hour may be charged for overly complex submittals.

\$7000 Refundable Construction Deposit – Required before work begins. See **DEPOSITS** for specifics.

Minor Alteration or Addition

\$50 Design Review Fee – Structural or site modifications of a relatively minor nature that do not require issuance of a building permit by a governmental authority. Also covers landscape alterations. Includes up to one hour of professional review; however additional reviews or time spent outside the normal review and inspection process may be subject to a \$150 per hour additional charge.

Plan Change Fee

\$500 Design Review Fee – This fee is required for re-submittals or any major change to the original approved plans during new Dwelling Unit construction. (Note – An additional \$50 fee is required to retrieve prior construction plans)

New Builder Review Fee

\$1500 Review Fee – One-time fee to obtain general contractor approval to build in Hammock Dunes

\$25 Fee

Minor improvements to an existing residence such as fence, pavers, satellite dish, exterior paint color change, rescreening of a lanai, small landscape projects, and new roof. However, DRC approval is still required.

DEPOSITS

CONSTRUCTION DEPOSIT

The Owner shall deposit fifteen thousand dollars (\$15,000) for New Construction or seven thousand dollars (\$7,000) for a Major Alteration or Addition with the HDOA. The construction deposit will be held in an interest-bearing account until the improvements are complete, and the DRC performs its Final Review and Acceptance. Any accruing interest will be used to fund the Hammock Dunes Owners' Association administrative costs and not refunded. The construction deposit will be refunded to the person/entity that submitted the check (name on the check) within thirty (30) days after Final Review and Acceptance. Upon completion of the Final Review and Acceptance, the Owner may request an accounting from the HDOA of his or her funds that were deposited, and the HDOA must provide such accounting to the Owner within 7 days after receiving the Owner's request.

In the event the DRC finds the need to utilize these funds for any of the purposes enumerated below, the DRC shall, except in an emergency, give the Owner two (2) business days within which to begin to correct the problem. If the action is not begun within that time, the DRC is authorized to remedy the situation and withdraw funds from the Construction Deposit and/or the Letter of Credit to cover any expenses. The Builder must replace any funds withdrawn from the construction deposit within five (5) business days of notification of the withdrawal by the DRC.

The construction deposit may be used to offset any costs incurred by the HDOA or the DRC to:

1. Repair damage to any property caused by the Builder or their subcontractors, suppliers and representatives during construction.
2. Pay for any cleanup of the site and adjacent property not performed by the Builder.
3. Bring the lot, Dwelling Unit and any Structures thereon into compliance with the requirements of the Master and Neighborhood Declaration and the Design Review Manual.
4. Recover legal fees and other costs incurred by DRC in order to correct any construction or alteration not performed in substantial compliance with the plans receiving Final Approval.
5. Comply with the terms of the **EXHIBIT F: CONSTRUCTION AGREEMENT**.

COMPLETION GUARANTEE

Cash Deposit, Irrevocable Letter of Credit and Construction Loan Commitment – To verify adequate funds are available to complete the proposed construction, for each New Construction or Major Alteration or Addition, the Owner/Builder shall also provide one of the three (3) following requirements contemporaneous with signing the HDOA **EXHIBIT F: CONSTRUCTION AGREEMENT**:

- 1. Cash Deposit** – The Owner/Builder may deposit with the Hammock Dunes Owners' Association the sum of one hundred thousand dollars (\$100,000) for New Construction OR ten percent (10%) of the documented cost of construction approved by the DRC (new Dwelling Unit construction) not to exceed one hundred thousand dollars (\$100,000). For a major alteration or addition, the cash deposit is ten percent (10%) of the documented cost of construction. Any accruing interest will be used to fund the Hammock Dunes Owners' Association administrative costs and not refunded. The cash deposit will be refunded to the person/entity that submitted the check (name on the check).
- 2. Irrevocable Letter of Credit** – Submit an Irrevocable Letter of Credit in the amount of one hundred thousand dollars (\$100,000) for New Construction or ten percent (10%) of the documented cost of construction approved by the DRC (new Dwelling Unit construction) not to exceed one hundred thousand dollars (\$100,000) to be held by the HDOA until all requirements of this agreement, including Final Review and Acceptance, are complete. For a major alteration or addition, the irrevocable letter of credit is ten percent (10%) of the documented cost of construction. A sample of an Irrevocable Letter of Credit is attached (Appendix C).
- 3. Construction Loan Commitment** – Provide to the DRC an original copy of the construction loan commitment from an institutional lender. The institutional lender and the form of the construction loan commitment are subject to review and approval of the DRC. The construction loan commitment shall be for the applicable residence only.

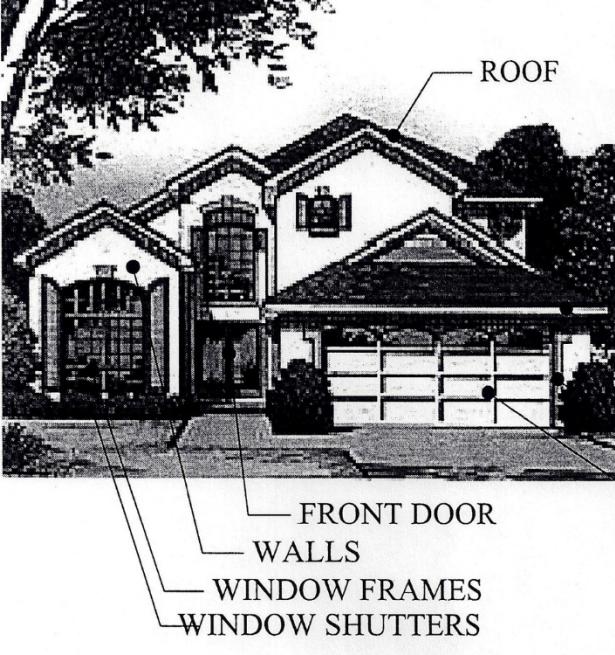
TREE REMOVAL DEPOSIT

When approval is granted by DRC and Flagler County, as applicable, for tree removal and a replacement tree is required a refundable deposit of \$400 per caliper inch of replacement is required until replacement tree is installed.

Hammock Dunes Design Review Committee

EXHIBIT D

EXTERIOR COLORS AND MATERIALS

		EXTERIOR COLORS & MATERIALS NOTE: SAMPLES and/or COLOR CHIPS OF ALL EXTERIOR FINISHES and MATERIALS MUST ACCOMPANY FINAL REVIEW SUBMITTAL.
A: ROOF Color _____ Mfg _____ Material _____	E: GARAGE DOOR Color _____ Mfg _____ Material _____	
B: FACIA Color _____ Mfg _____ Material _____	F: TRIM BANDING Color _____ Mfg _____ Material _____	
C: SHUTTERS Color _____ Mfg _____ Material _____	G: WINDOW FRAMES Color _____ Mfg _____ Material _____	
D: WALLS Color _____ Mfg _____ Material _____	H: FRONT DOOR(S) Color _____ Mfg _____ Material _____	
OTHER: _____ Color _____ Mfg _____ Material _____	OTHER: _____ Color _____ Mfg _____ Material _____	

Hammock Dunes Design Review Committee

EXHIBIT E

SAMPLE LETTER OF CREDIT

Date

Brie Cunniff
Southern States Management Group
785 W. Granada Blvd.
Suite 5
Ormond Beach, FL 32174
Office: 386-446-6333
Fax: 386-446-1830

Dear Mr.

(Name of bank) hereby opens our Irrevocable Letter of Credit Number in favor of the Hammock Dunes Owners' Association, Inc. for the account of or benefit of (name and address of builder) in the amount of one hundred thousand dollars (\$100,000) (for New Construction) or ten percent (10%) of the proposed cost (for Major Alteration or Addition Construction), not to exceed one hundred thousand dollars (\$100,000), available by your drafts on us at sight to be accompanied by:

1. Copy of the letter of credit issued in favor of the Hammock Dunes Owners' Association, Inc.
2. Affidavit stating that the terms and conditions of the construction agreement between (name of builder) and Hammock Dunes Owners' Association, Inc. signed and approved are not being performed as per said construction agreement outlining the specific non-conforming areas, signed by an authorized official to Hammock Dunes Owners' Association, Inc. with acknowledgement that said signer is an authorized signer.
3. Copy of said contract between the Hammock Dunes Owners' Association, Inc. and (name of bank).

Any drafts under the credit must be marked "drawn under credit number _____ of (name of bank)". This credit is subject to the Uniform Customs and Practice for Documentary Credits (1983 Revision), International Chamber of Commerce Brochure No. 400.

We hereby agree that any drafts drawn under and in compliance with the terms of this credit shall be duly honored on due presentation to (name and address of bank) on or before (36 months from date of agreement) or 30 days following issuance of a Certificate of Occupancy by the County of Flagler, Flagler County, Florida on (street address of the Dwelling Unit), also known as (legal description).

The expiration date of this credit is (36 months from date) of agreement or 30 calendar days following the issuance of the Certificate of Occupancy by the County of Flagler, whichever comes first on property at (street address of the Dwelling Unit), also known as (legal description).

Hammock Dunes Design Review Committee

EXHIBIT F

CONSTRUCTION AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2____, by and between THE HAMMOCK DUNES OWNERS' ASSOCIATION, INC., (the "Association"), _____, the "Builder", and _____, the "Owner."

WITNESSETH:

WHEREAS, the Association's Design Review Committee (DRC) has approved the plans and specifications for new construction or alteration or addition at the location identified as:

NOW THEREFORE, in consideration of the mutual promises made herein, the parties agree as follows:

1. The Association may from time to time inspect the construction site and monitor compliance with approved plans and specifications, as well as requirements specified in the Hammock Dunes Private Community Master Declaration, the Neighborhood Design Review Manual, all of which are incorporated herein by reference, and collectively referred to as the "Governing Documents."
2. Such inspections shall be performed for the benefit of the Association only, and not for the benefit of the owner of the above-described property, adjacent owners, or the Builder.
3. Subject to approval by the DRC, Builder shall specify completion dates for each new construction, alteration or addition milestone listed below and shall complete each milestone so specified. The Builder shall notify and obtain approval from the DRC well in advance of any changes in these completion milestone dates. Unless otherwise approved by the DRC and due to unforeseeable circumstances, the Certificate of Occupancy must be issued within 24 months after construction has commenced.

Construction/Alteration/Addition Milestone	Completion Date
1a. Lot Clearing/Demolition/Foundation: plumbing roughed in & slab poured. (Granada/Island Estates & Villas)	
1b. Lot Clearing/Demolition/Foundation: Pilings and Grade Beams poured. (Grande Mer, Playa del Sur, Carino la Mer)	
2a. Framing/Structure: exterior walls, roof trusses, roofing dry-in, windows & doors. (Granada/Island Estates & Villas)	
2b. Framing/Structure: exterior walls, roof trusses, roofing dry-in, plumbing roughed in, windows & doors. Final Landscaping Plan submitted. (Grande Mer, Playa del Sur, Carino la Mer)	
3. Outside & Inside Finishes: electric, plumbing, drywall, cabinetry, roof tile, paint.	
4. Driveway & Landscaping Completed: Ready for Certificate of	
5. Certificate of Occupancy: Ready for Move-in.	

4. The Association may from time to time notify the Owner or Builder as to any discrepancies between the actual construction and the approved plans or if the Builder or construction deviates from the terms of the.
5. Upon written request from the Builder, the Association may perform a final review and report, noting either full compliance with the approved plans and specifications or specific discrepancies that must be corrected prior to final approval.
6. The Owner and Builder acknowledge that they have read all requirements specified in the Master Declaration, Neighborhood Declaration or Design Review Manual, and agrees to perform all site work and construction in conformance with these requirements, the approved plans and specifications, and approved changes thereto.
7. The Owner and Builder agree that they shall correct any deviations from the approved plans and specifications and other requirements as communicated from the Association or its designated representatives within the time prescribed by the Association.
8. As of the effective date of this Exhibit F: Construction Agreement, the Lot's curb condition is as follows:

The Builder shall protect and maintain the above-described current condition of the Lot's curb and all adjoining property, including but not limited to the Common Areas, Neighborhood Common Areas, rights-of-way, streets, curbs, property monuments, and other private or community properties, from any damage as a result of the Builders' operations, or by any actions by the

Builders' subcontractors, subsubcontractors, material men, suppliers, employees, or agents. If such damage occurs, the Builder shall, at the option of the Association:

- a. Restore all damaged property to its original state, completing corrective action within the time prescribed by the Association's notice of such damage, or
- b. Pay the Association and an Owner of any property damaged by the Builder for all expenses entailed in the restoration of the damaged property to its former condition, or
- c. Provide such other remedies as may be allowed by Florida law. The remedies in this paragraph are additional to any actions and remedies provided for by law for the adjoining owner.

9. The Builder shall install silt fencing around the construction perimeter.

10. The Builder understands the Owner shall, along with this Exhibit F: Construction Agreement, submit a construction deposit of fifteen thousand dollars (\$15,000) for New Construction or seven thousand dollars (\$7,000) for Major Alteration or Addition Construction.

- a. The Builder agrees that upon Final Review and Acceptance by the DRC, the Association may refund any unused portion of the construction deposit to the Owner.
- b. The construction deposit may be used to offset any costs incurred by the HDOA or the DRC to:
 - i. Repair damage to any property caused by the Builder or their subcontractors, suppliers and representatives during construction.
 - ii. Pay for any cleanup of the site and adjacent property not performed by the Builder.
 - iii. Bring the Dwelling Unit and any Structures thereon into compliance with the requirements of the Master and Neighborhood Declarations and the Design Review Manual.
 - iv. Recover legal fees and other costs incurred by DRC in order to correct any construction or alteration not performed in substantial compliance with the plans receiving Final Review and Acceptance
 - v. Recover any legal fees and other costs incurred to enforce any provision of the Master and Neighborhood Declarations and the Design Review Manual whether litigation is commenced or not.

11. The Owner or Builder shall also provide one of the three (3) following items prior to signing Exhibit F: Construction Agreement:

- a. Cash deposit of one hundred thousand dollars (\$100,000) for New Construction or ten percent (10%) of the documented cost of construction not to exceed one hundred thousand dollars (\$100,000). For a major alteration or addition, the cash deposit is ten percent (10%) of the documented cost of construction. The cash deposit will be refunded after Final

Review and Acceptance and the conditions of this construction agreement have been satisfied.

- b. Submit an Irrevocable Letter of Credit, in the amount of one hundred thousand dollars (\$100,000) or ten percent (10%) of the documented cost of construction not to exceed one hundred thousand dollars (\$100,000), to be held by the HDOA until all requirements of this agreement, including Final Review and Acceptance inspection, have been completed. For a major alteration or addition, the irrevocable letter of credit is ten percent (10%) of the documented cost of construction.
- c. Provide to the DRC an original copy of the construction loan commitment from an institutional lender. The institutional lender and form of the construction loan commitment is subject to review and approval of the DRC.
12. The Association has the right, but not the obligation, to use the construction deposit, the cash deposit or irrevocable letter of credit to enter upon the Owner's lot and complete Construction upon Owner or Builder default of the terms of this Agreement or the Design Review Manual and after providing Owner or Builder notice and opportunity to cure the default.
13. The Owner or Builder shall make a written request for interim and final reviews from the Association as require by the Design Review Manual and shall be subject to compliance as noted above.
14. This Agreement shall be binding on the Builder, his subcontractors, subsubcontractors, material men, agents, employees, suppliers, successors and assigns, and, as between the Association and the Builder, the Builder shall be liable for the acts or omissions of itself and all such other parties.
15. Builder and Owner shall indemnify and hold harmless the Association, its officers, directors, agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of, in whole or in part, any act, omission or default of the Builder, Subcontractor, Subsubcontractors, material men, suppliers, employees or agents of any tier or their respective employees. The Builder and Owner shall defend the Association, its officers, directors, agents and employees if any claim is made against them. The duty to defend is separate and distinct from the duty to indemnify and is valid notwithstanding the enforceability of this indemnification provision. In claims against any person or entity indemnified under this paragraph by an employee of the Builder, a Subcontractor, material men, or agents of any tier or their respective employees, the indemnification obligation under this paragraph shall not be limited by compensation or benefits payable by or for the Builder or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.
16. Builder will obtain and maintain in force during the term of the Construction comprehensive general public liability and property damage insurance in the amounts and categories established by Association and shall name Association as an additional insured in such policies. Evidence of such insurance coverage shall be delivered by Builder to Association prior to commencement of any work.

17. Builder shall be fully insured under all applicable state and federal workers' compensation laws. Builder shall also ensure that any and all subcontractors are likewise insured. Evidence of such insurance coverage shall be delivered by Builder to Association prior to commencement of any work.
18. Builder is solely the agent of the Owner and not of the Association. Exhibit F: Construction Agreement does not create any agency relationship between the Builder and the Association.
19. For the purposes of notice, the following individuals and addresses are specified:
 - a. For the Association:

 - b. For the Builder:

 - c. For the Owner:

20. The approval, rejection or withholding of any approval by the Association or the DRC, of the proposed plans and specifications and the location of all structures, and every alteration of any structure, shall not be construed or interpreted as a representation or determination that any building, plumbing, electrical code or other applicable governmental regulations or requirements have or have not been met. Each Owner and Builder shall be responsible to obtain necessary approvals of the appropriate governmental agencies as required for any work or construction.
21. Owner and Builder understands that it is their responsibility to ensure that all persons employed have licenses required by law and by any governmental entity.
22. Owner and Builder understands that if the Builder, or any Subcontractor, Sub-subcontractors, materialmen, suppliers, employees or agents of any tier or their respective employees violate the terms of the Builder Conduct in Exhibit G to the Design Review Manual, the HDOA Board may revoke approval of the Builder.

For the ASSOCIATION: _____

Print Name: _____

For the BUILDER:

For the OWNER:

Print Name: _____

Print Name: _____

Hammock Dunes Design Review Committee

EXHIBIT G

BUILDER CONDUCT

All Owners shall be held responsible for the acts of their Builders, Contractors, subcontractors, sub-subcontractors, material men, suppliers, laborers, or agents of any tier, or their respective employees and any other persons or parties involved in the construction or alteration of a Dwelling Unit. All Builders shall be held responsible for the acts of their contractors, subcontractors, sub-subcontractors, material men, suppliers, laborers, or agents of any tier, or their respective employees and any other persons or parties involved in the construction or alteration of a Dwelling Unit. The HDOA may revoke any Builder Approval if the Builder violates any provisions of this Builder Conduct. In this regard, a Builder and Owner shall be responsible for the following:

- A. Ensuring that the construction site is kept clean and free of all debris and waste materials, and that stockpiles of unused materials are kept in a neat and orderly fashion. Maintenance of dumpsters and portable toilets on site is required. There shall be no burning. Disposal of any toxic chemicals on any site, any parcel, any lot, or the property itself is prohibited.
- B. Prohibiting the possession or 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. No construction personnel shall enter the properties in an intoxicated or impaired state.
- C. Assuring that all Builder subcontractors, sub-subcontractors, material men, suppliers, laborers, or agents of any tier and their respective employees are properly insured.
- D. Assuring that all Builder subcontractors, sub-subcontractors, material men, suppliers, laborers, or agents of any tier and their respective employees do not commit any violations of the covenants, restrictions, rules and regulations of the HDOA or the DRC.
- E. Limiting working hours for construction personnel to 7:00 a.m. to 7:00 p.m. Monday through Friday and 8:00 a.m. to 5:00 p.m. on Saturdays. No construction work will be allowed on Sundays or Federal Holidays. All workers must vacate Hammock Dunes at the end of the working hours. Exceptions to this rule may be allowed by the DRC/HDOA under special circumstances and only with prior written authorization.
- F. Prohibiting construction personnel from having pets within Hammock Dunes.
- G. Maintaining portable toilets at the construction site with lattice around them as in Exhibit H.
- H. Prohibiting the playing of music or other sounds from non-construction activities which can be heard on adjoining property.
- I. Prohibiting use of adjacent property for access or storage of material or equipment. If this becomes a problem, the DRC should be contacted for assistance.
- J. Limiting all Builder subcontractors, sub-subcontractors, material men, suppliers, laborers, or agents of any tier and their respective employees to construction related activities at the designated site only. (NO FISHING, TOURING, ETC.)

- K. Ensuring Builder's employees, subcontractors and suppliers use only designated construction access routes as described by the DRC.
- L. Assuring that employees, subcontractors, suppliers or construction vehicles do not limit or hinder access to the street or cul-de-sac or adjacent property driveways.
- M. Prohibiting use of loud, offensive, discourteous, profane or discriminatory language.
- N. Controlling dust or other emissions from the construction site.
- O. Ensuring the use and presence of only one dumpster on the lot.
- P. Dumpsters shall be emptied when full.

Violations of these rules may result in penalties imposed per HDOA **EXHIBIT F: CONSTRUCTION AGREEMENT**.

Hammock Dunes Design Review Committee

EXHIBIT H

CONSTRUCTION PORT-O-LET ENHANCEMENT



Illustration of typical Port-O-Let enhancement

- Framed lattice panels three sides
- Trellis top treatment
- Open side at door placed away from street view

Hammock Dunes Design Review Committee

EXHIBIT I

GEOTHERMAL CLOSED LOOP SYSTEMS

A geothermal “closed-loop” system that utilized underground sealed piping loops to circulate water for heating and cooling purposes is supported by the Hammock Dunes Owners’ Association because they “do not utilize wells”. The St. Johns River Water Management District performs on-site reviews to ensure “closed-loop” geothermal systems do not penetrate to the depth of the aquifer, and after the piping loops are placed, the holes around the piping loops are backfilled. There is no casing, no penetration to the aquifer, and no pathway from the aquifer to the surface, or vice versa.

“Closed-loop” geothermal systems are currently more energy efficient when compared to more traditional methods of heating and air conditioning homes. **Thus, the position of the Hammock Dunes Owners’ Association is that, in allowing “closed-loop” systems, we are in compliance with the Florida Statute concerning renewable energy resources.**

Accordingly, the Hammock Dunes Owners’ Association supports the use of “closed-loop,” non-well, geothermal systems, so long as property owners planning to install them apply to the Design Review Committee (DRC) for review of their plans, just as Owners must apply to the DRC for review of new Dwelling Unit construction or any other major alterations to their structures and/or properties. All Owners are cautioned not to install a geothermal system of any type without coordinating with the DRC. “Open-loop” systems are prohibited and will not be approved.

“Open-loop” systems—utilizes one well to extract water from the aquifer and bring that water to the surface, where it is used for cooling or heating purposes, depending on the season. The heated or cooled water is then discharged back into the aquifer through a second well. The volume of water and flow rate is significantly greater than the volume of water associated with a potable water well serving a single residence.

A warning on “open-loop” geothermal systems: The DRC review will prohibit any geothermal installations that are “open-loop”, because these installations include “wells”.

Geothermal Closed Loop Submittal Requirements

1. Survey Plat with all proposed locations of underground piping. Setback from property line by at least 5 feet.
2. Survey Plat with actual locations of underground piping after installation (including vertical depths of each loop.) As Built after construction.
3. County and St. John’s Permits including all materials of construction and other installation details. Closed-loop systems use High Density Polyethylene Pipe; with specifications of

materials and plastic welding, pressure testing, loop to loop connections, valves to isolate leaks, etc.

4. Location of Cooling Tower (if applicable; horizontally and vertically). Above wave surge elevation, if East of CCCL.
5. Cooling Tower walled buffer to include Concrete Pad, CMU/Stucco wall, (as with any outside mechanical system), architecture/design/color compatible with exterior of Dwelling Units.
6. Walled cooling tower unit located similar to previous neighborhood respective Dwelling Units.
7. Landscape plan revision per the improvement.