

SPANISH WELLS UNIT THREE

RULES AND REGULATIONS

www.spanishwellshoa3.com

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[Approved by Board of Directors](#)

President Signature: *David C. Hancock*

Spanish Wells Unit Three Rules and Regulations

Date: December 13, 2023

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1 GENERAL REQUIREMENTS & APPROVAL

The Board of Directors may add to and may from time to time modify these Rules and Regulation as follows:

By the affirmative vote of 2/3 of the Board members, the Board of Directors may modify, enlarge, amend, waive, or add to these Rules and Regulations provided that the notice of the board meeting contains the full text of a provision sought to be revised.

2 ARCHITECTURAL CRITERIA REQUIREMENTS AND CONTROL

The specific “criteria” in this section is to be used in conjunction with the “Declaration of Protective Covenants for Spanish Wells Unit Three”. The “criteria” outlined below not only applies to new construction activities but to changes to existing homes e.g., material modification to the exterior of the home, changes or replacement of roofing, changes to landscape features, paint color, driveway, etc. The intent of these criteria and requirements is meant to ensure that Spanish Wells Unit Three is maintained as a first-class community in which the Association members strive to make it an even better place to call home through their continuing efforts to protect, maintain and enhance our property values.

No structure shall be commenced, erected, improved, or altered, nor shall any grading, excavation, tree removal or change of exterior appearance of any structure or of the Common Area be commenced without prior written approval of the Architectural Review Committee (ARC).

A form requesting approval of changes can be found in Spanish Wells Unit Three website. This form shall be submitted for consideration to the ARC.

2.1 Landscaping

2.1.1 Grass

Saint Augustine, Floritan or Empire Zoysia turf grass are the recommended Florida Friendly Grasses which are required on all front, rear and side yards. Deviations from those recommended can be submitted to the ARC for consideration and approval if they are considered and documented as Florida-Friendly landscaping.

2.1.2 Driveways

All driveways shall have a driveway from the street to the garage door and be no less than 16 feet wide. All new or replacement driveways shall be poured concrete or pavers. In the case of concrete driveways, they may be stamped while still wet to provide a textured or patterned surface. With prior approval of the ARC the

concrete driveways may be colored with dye, or the surface of smooth concrete driveway may be painted in a color harmonious with the exterior color scheme of the home as approved. Further, when pavers are selected the color and type shall be approved by the ARC prior to their purchase and installation.

In most cases a culvert under the driveway may be used and installed. If a culvert is installed a cement culvert shall be used and installed to the level of the driveway over the mandated drainage swale in the front yard.

Swale specifications shall meet or exceed the requirements approved by Lee County in the development plan for the Association. Where curb cuts are required for driveway entrances, the curb will be repaired in a fully acceptable manner.

2.1.3 Fences, Hedges, Walls.

Fencing and masonry walls are permitted, with prior written approval of the Board of Directors, but may only be used to screen air conditioners or other equipment. No fences or walls of any kind are permitted in the front yards and no pens, dog runs, or other similar enclosures are permitted. Privacy walls, screening walls and fences of vegetative material not attached to the dwelling are considered landscape features and shall be maintained and neatly trimmed.

2.2 Roofing

2.2.1 Roofing General Requirements

Flat roofs shall not be permitted. Roofs must be tiled (fired clay, stone or concrete) and have a minimum pitch of 5 inches for 12 inches of length. There are two homes in Unit Three which do not comply. Both homes have received approval for these issues and are considered grandfathered and do not have to comply in the future. The addresses of these home are as follows:

9748 Alhambra

9840 Alhambra

2.2.2 Deviation Approvals

From time to time the community may find it necessary to approve roofing material that in appearance meets the intent of our requirements but is made of a material that is not made of clay, stone, or concrete.

Approvals:

- Metal Roofing which replicates the Spanish Barrel design is approved for use in the community if the color choice is approved by the ARC.

2.3 Mailboxes

All mailboxes and address markers shall be uniform. The Board of Directors may require owners to replace mailboxes and address markers prior to obsolescence in order to maintain uniformity. All new mailboxes shall comply with the standards by the Spanish Wells Unit Three Association. They shall be purchased from and installed by the same vendor as recommended by the Association. The specifications are as follows:

Company: Lykins Sign Tek
Item: SW500 Spanish Wells Mailbox
Description: Custom cast aluminum decorative mailbox with an internal mail slot, cast scroll, cast ball cap and a 3" aluminum fluted post of one-piece aluminum construction finished and painted black in a zinc chromate multi-coat automotive urethane enamel. House numbers are included.

2.4 Solar Panels

Solar heat collector and/or solar electrical panels installations must meet city, county, and state permit requirements. The solar panel plan indicating location on the dwelling must be submitted to the ARC for approval prior to application for city permit or installation. (As a general rule solar panels shall not be placed on the roof facing the street.)

2.5 Hurricane Shutters

2.5.1 Storage

Hurricane or storm shutters shall not be stored openly on the exterior of any building or structure.

2.5.2 Shutters

Shutters that are designed with frames and slats and that are attached with hinges at the top or sides are allowed as permanent, year-round installations. The appearance, design and color must be approved by the ARC.

2.5.3 Permanent Shutters

Electric or manual roll-down or accordion shutters are allowed and may only be deployed during hurricane season or during the homeowners extended absence from the property. **Shutters must be of a color approved by the ARC and must be maintained in good condition.**

2.5.4 Removal Shutters

Bolt-on metal, opaque plastic, fiberglass shutters or clear plastic shutters can be installed only during hurricane season or during the homeowner's extended absence from the property. **Metal or fiberglass shutters must be painted to match the general color scheme of the house and the color must be approved by the ARC.**

Clear Plastic shutters must be replaced if they become unsightly due to the aging process that may cause yellowing, cracking, or other visible signs of deterioration.

2.5.5 Temporary Shutters

Temporary wood or cloth shutters may be used after a hurricane watch or warning is issued. Any temporary wood or cloth shutters that have been installed must be removed within 48 hours after the watch or warning expires or is cancelled.

2.6 Signs, Flags, and Banners

No sign of any kind shall be displayed to public view on any lot or common area, except for the following:

2.6.1 Real Estate Sign

Real Estate Signs For A Residence Or A Lot Shall Conform To The Following Requirements, Viz. One "For Sale" sign may be placed on the property as described below. In addition, during supervised "Open House" events, one "Open House" sign may be placed for the duration of the event. Any sign placed on a property may include only the name, address, and telephone number of the owner; in the case of representation by a real estate broker, investment company, or business form licensed to sell real estate in Florida, only the name and telephone number of a salesperson or broker.

2.6.2 Sign Size

All "For Sale" or signs must be uniform in size, 12 inches high by 18 inches wide. Sign Display Requirements. The sign must be supported by a 2 inch by 2-inch post. The top of the sign may not be more than 48 inches above the ground by the sign.

2.6.3 Sign Color

Signs placed by real estate entities shall be lettered in burgundy on a beige background and may include a colored company logo not to occupy more than 20 percent of the area of the sign.

2.6.4 Placement of Sign

Other requirements of this section notwithstanding, "For Sale" signs may be placed only on the street side of the property being offered, i.e., on the side of the property abutting the road that abuts the property) no sign may be closer than thirty-five (35) feet from the center of the road. If the property is a corner lot, the sign may not be less than thirty-five (35) feet from the center line of either intersecting street or road abutting the property.

2.6.5 Open House Signs

The "Open House" period shall not start before 9 a.m. and must be concluded by 6 p.m. "Open House" signs shall not exceed 4 square feet, no side being

longer than 24 inches. The "Open House" sign must be removed at the conclusion of the showing and in any case not later than 6 p.m. on each day that sign has been displayed.

2.6.6 Flags

Any homeowner may display one portable, removable United States flag or official flag State of Florida in a respectful manner, and one portable, removable official flag, in a not larger than 4 ½ feet by 6 feet, which represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. Any homeowner may erect a freestanding flagpole no more than 20 feet high on any portion of the homeowner's real property ensuring that the flagpole does not obstruct sightlines at intersections and is subject to all building code, zoning setbacks, and other applicable governmental regulations.

3 MAINTENANCE

This section amplifies and/or provides additional requirements not identified in Section 4 of the Declaration of Protective Covenants for Spanish Wells Unit Three.

3.1 Lawn care

3.1.1 Lawn Mowing

Lawn mowing is required and shall be accomplished on a regular basis ensuring that the lawn height does not exceed 5 inches.

3.1.2 Sprinkler System

The required sprinkler system shall be functional and used as necessary to maintain a healthy lawn and landscaping. This would include the maintenance, repair, or replacement of the irrigation system sprinkler heads, relocation of sprinkler heads and replacement of worn parts.

3.2 Plantings

3.2.1 Replacement of Plants

Replacement of dead, or unsightly landscaping and plantings, regardless of cause shall be replaced. Additionally, if any portion of an owners landscape becomes infected with a contagious disease or insect, it's the owner's responsibility to take care of removing the infected items, or correcting the issue with treatments that restore the landscaping to a healthy condition.

3.2.2 Front of Home Height Restrictions

Maintain planting (shrubbery) at a height (of approximately 3 feet) in front of home and must be neatly pruned and maintained.

3.3 Well Water Stains and Roof Cleanliness

3.3.1 Stains

Unightly Chemical deposits on homes or dirty roofs shall be cleaned.

3.4 Driveways

Maintenance, repair or replacement of the pavers, or concrete, and driveway from their residence to the street.

3.5 Waste Pickup

3.5.1 Containers

Trash, garbage, and other waste shall be kept only in sanitary containers, which shall be kept in a clean and sanitary condition and in the garage or an enclosed area except when out for pick-up.

3.5.2 Timing

Recycle bins and trash receptacles shall not be put on the curb before 6:00 p.m. the day prior to the scheduled pick-up, and shall be removed from the curb before 6:00 p.m. on the day of pick-up.

3.5.3 Horticulture

Horticulture waste shall not be put out on the street more than 3 days before the scheduled pickup day. Commercial landscape companies shall be responsible for removal of horticulture waste on the day created.

4 ENFORCEMENT (Revision 3)

4.1 Compliance Committee (Revision 3)

The Board shall have the right and the obligation to appoint to serve at the pleasure of the Board a Compliance Committee. It shall have the responsibility and the authority to enforce compliance with Spanish Wells Unit Three Covenants and Rules and Regulations. The committee members need not be members of the Association but shall be appointed by the Board of Directors and be at least twenty-one (21) years of age.

4.2 Compliance Notification (Revision 3)

The Chairman of the Compliance Committee will (when it is believed that a compliance issue has been identified) shall notify the homeowner by email, hand deliver, or my mail. This letter will clearly state the compliance concern and allow the resident 14 days to respond or comply.

If after 14 days, no action has been taken, the Chairman shall notify the President of

Spanish Well Unit Three for further action by the Board of Directors. However, the Chairman, at his discretion, can delay such action if the Chairman believes that resolution is possible or communication with the homeowner has been legitimately delayed.

Refer to Section 6 for Fines and Suspension process.

5 Leasing (Revision 3)

5.1 Leasing Coordinator

The Board of Directors shall appoint a member of the community or Board member to serve as the single point of contact (Leasing Coordinator), who may be supported by a committee, related to administering the requirements and Covenants of Spanish Wells Community Association regarding Leasing. Additionally, any future Spanish Wells Unit Three Covenants pertaining to Leasing when officially recorded in Lee County, Florida.

5.2 Owners Who is Leasing Submittals Requirements (Revision 3)

Submittals - The owner or agent shall provide the Leasing Coordinator a copy of the proposed lease and a fully completed lease application form (see website Resident Information – Leasing Information Section 4 -Lease Request Form) **not less than thirty (30) days** prior to the proposed occupancy. The lease and lease application form must include the identification of all persons who will be occupying the home during the term of the lease. Upon the adoption of Spanish Wells Unit Three Covenants pertaining to leasing the Leasing Coordinator will have the authority to approve proposed leases, review and approve background check information and accept or deny proposed leases.

The lease, background checks (when required by Unit Three Covenants), and lease applications form shall be sent to the Leasing Coordinator whose email address can be found on our website (spanishwellshoa3.com) or mail to:

Unit III Homeowners Association
Attention: Rental Policy Committee
P.O. Box 2943
Bonita Springs, FL 34133-294313

5.3 Leasing Coordination Responsibility

- Maintain an inventory of all homes in Unit Three that are offered for rent/lease and make available to the Board of Directors. If requested by the Board of Directors

provide a leasing report at Board meetings.

- Maintain all records pertaining to the leasing of homes in Unit Three for a period of 7 years.
- Develop an information sheet (summary) with key rules and regulations and provide same to individuals seeking to lease or rent a home in Unit Three.
- Inform Lee County when a home is being offered for lease/rental or is being leased or rented to assure that landlords are paying the appropriate Tourist Development Taxes (“bed tax”) and are not claiming homestead exemptions.
- Reporting – The Leasing Coordinator reports to Lee County the addresses of all Unit Three properties that are offered for lease/rent to assure that landlords are paying the appropriate Tourist Development Taxes (“bed taxes”) and are not claiming homestead exemptions.

6 FINES AND SUSPENSIONS PROCESS (Revision 3 Complete Revision due to changes in Chapter 720 of Florida Statue)

The Board of Directors may levy fines and/or suspensions against members, or members' tenants or guests, or both, who commit violations of Chapter 720 Florida Statute, the provisions of the governing documents, or the rules and regulations. Fines shall be in amounts deemed necessary by the Board of Directors to deter future violations. The maximum fine for a single violation shall be \$100.00. The maximum fine for a continuing violation shall be limited to \$1,000.00. Additionally, the following guidance is provided, suspension of the use of common areas (e.g., suspension of gate pass) and facilities, may be imposed for a reasonable period to deter future violations.

Further, should an Owner or an Owner's lessee(s), family member(s), guest(s) or invitee(s) fail to correct his or her conduct after written warning from the Board, the Owner shall be responsible for legal fees and costs incurred by the Association to compel compliance, including without limitation pre-litigation notices or demands. If the Owner fails to pay said fees and costs upon demand by the Association, they shall be treated as an unpaid assessment and secured by a lien on the Lot until paid, together with all fees and costs incurred in the collection process.

The procedure for imposing fines, suspending use rights, and assessments shall be as follows:

6.1 Procedure

Step 1 - At the discretion of the Compliance Director who believes that board action will be necessary to achieve compliance he/she shall notify the President of the Board of Directors with the specifics of the violation along with supporting documentation. Initial actions are as follows:

- Prior to a Board Meeting, in which a fining or suspension is an agenda item, the President shall solicit three individuals from the community to serve on the Fining Committee. These individuals shall not be board members or their spouse.
- The Board shall address the violation issue at a duly noticed Board meeting under New Business and shall include the following actions:
 - Review the violation and vote to proceed/or not with the fines and/or suspension. The fine shall be at most \$100/violation or \$100/per day of ongoing violation, except the fine may not exceed \$1,000 in the aggregate. (Please note that a fine of less than \$1,000 may not become a lien against a parcel.)
 - If the Board chooses to proceed the Board shall review the individuals who volunteered for the Fining Committee and vote to approve them.

Step 2 - The Board shall send out violation letter which shall include the following items:

- A statement of the date, time, and place of the Hearing.
- A specific designation of the provisions of the Chapters 720, Florida Statutes, the governing documents, or the rules which are alleged to have been violated;
- A short and plain statement of the specific facts giving rise to the alleged violation(s); and
- The possible amounts of any proposed fine and/or possible use rights of common areas or facilities to be suspended. **Provided in Attachment C is SWCA “Downgrade or Reinstatement of Bar Code Access”.**
- A date for which the violation shall be corrected (giving at least 14 days’ notice).

Step 3 - The Fining Committee shall hold its hearing at the date, time and location listed in the violation letter.

- The Fining Committee shall outline the details of the violation and the proposed fine or suspension being sought by the Board of Directors.
- The Fining Committee shall give the violator (if present) the opportunity to provide reasons why the violation is not reasonable and a fine should not be imposed.
- The violator shall be excused from the hearing, and the Committee will then vote on the fine or suspension.
- The Fining Committee shall report its decision to the Board.

- After the hearing, the committee shall provide written notice to the owner of the committee's finding related to the violation, which shall include any fines or suspensions that the committee approved or rejected, and how the owner can cure the violation, is applicable.

Step 4 - The Board imposes fine based on Fining Committee approval.

- The Board at the next board meeting (48 hours' notice minimum) under old business shall impose a fine.
- The letter outlining the vote of the Fining Committee and the actions of the Board shall be sent to the owner. The owner shall be given 5 days to pay the fine and/or notify them of their suspension.

6.2 Fines and Suspensions Without Hearing.

The foregoing notwithstanding, unless prior notice and a Hearing is specifically required by law, no prior notice or opportunity for a Hearing is required for the imposition of a fine or suspension upon any member because of the failure of the member to pay assessments or other charges when due.

6.3 Suspension of Voting Rights.

If an owner is more than ninety (90) days overdue in payment of assessments or other financial obligation to the Association, then the owner's voting rights shall automatically be suspended until such time as the owner's account is paid in full.

6.4 Correction of Health and Safety Hazards.

Any violation of the Association's rules that creates conditions of the property that are deemed by the Board of Directors to be a hazard to the public health or safety may be dealt with immediately as an emergency matter by the Association, and the cost thereof shall be charged to the Lot owner.

7 MAJOR EXTERIOR RENOVATION, TEARDOWN/REBUILD AND NEW HOMES

Provided below find additional rules and regulations related to the major exterior renovation, teardown/rebuild and new homes. These requirements provided below are a supplement to the Declaration of Protective Covenants.

7.1 Definition

The definition of major exterior renovation is defined as follows:

“Major Exterior Renovation” means any exterior remodel (with exception like kind screen enclosure replacement (no footprint change) which meets the following criteria:

- Changes to the home footprint requiring a building permit,
- Alters the home physical appearance requiring a building permit or
- The addition of a swimming pool

Please note: Not all “major renovation” will require the deposit of \$2,500. It shall be the decision of the Architectural Review Committee (ARC). An example of where it may be required is the adding a second story to the home.

7.2 Submittal of Plan Requirements

Each Owner/Agent or Builder shall, prior to commencement of any major Exterior Renovation, teardown/rebuild or new home construction, submit the required plans and drawings and other items specified to the Chairman of the ARC. Complete plans and required documentation (as described below) that fully comply with the “Architectural Criteria” of the Association, will normally be acted upon within five working days after receipt. **It is required that written approval by the ARC of the Association, be obtained prior to submitting the plans to the Bonita Springs Community Development Department.**

7.3 Security Deposit

The plans and documents shall be accompanied by a check for \$2,500.00 payable to Spanish Wells Unit Three Homeowners Association for new construction, teardown/rebuild, and some major exterior renovations. The security deposit will be refunded to the Owner or Agent within forty-five days after the Association has received a copy of the Lee County Certificate of Occupancy for the dwelling and the ARC has been assured that the home, landscaping, and item described in the “Architectural Criteria” have been fully met in the construction and development of the lot. Any fines imposed by the Board as provided in below for non-compliance with architectural requirements shall be subtracted from the security deposit.

7.4 Compliance

Failure to obtain written approval of the ARC for all plans, proposals, and specifications prior to the commencement of any construction shall be deemed a material breach hereof and the ARC shall then have the right, in attention to any other right permitted by law or in equity, to proceed in the courts to obtain a mandatory injunction requiring any construction done without said written approval to be torn down or removed forthwith. The approval, rejection or withholding of any approval by either the ARC or the Board of

the plans, proposals 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 by either body that such plans, proposals, and specifications comply with any building, plumbing, electrical code or other applicable governmental regulations or requirements. Persons making proposals to construct such structures or improvements shall be responsible for obtaining all necessary technical data and to make application to and obtain approval of Bonita Springs Community Development Department and any other appropriate governmental agencies prior to commencement of any work or construction. If the dwelling and/or landscaping are not approved by the ARC or if all the conditions of the “Architectural Criteria” have not been met, the Owner/Agent shall have forty-five days to correct the offending items after receiving written notice. In the event the ARC determines that all the specifications have not been met within the forty-five days grace period, the Board may in accordance with Section 720.305, Florida Statutes, levy reasonable fines against the owner in the maximum amount permissible by law per violation, with a single notice and opportunity for a hearing. The fine will be deducted from the security deposit.

7.5 Building Application Form

Provided in Attachment A is an “Building Application Form” which must be completed for new homes and major exterior renovation. The “Building Application Form” with signatures of both owner/agent and builder. Include current address and telephone numbers of both owner and builder and inform ARC of any change in my address or telephone number. The following must be accomplished:

- Submit 1 copy of complete sets of building plans inclusive of a plot plan detailing foundation locations and setbacks.
- Submit 1 copy of complete set of landscape drawings with description of planting and site locations, and a finished grading plan, including swale grade, location and dimensions.
- Submit a color plan with chips relating to the dwelling exterior, trim and the like.
- Attach the \$2,500.00 security deposit to Building Application Form.
- Prior to written approval by the ARC to proceed, barricade fencing to protect adjacent property, or the golf course will be erected prior to any construction including grading and fill.

7.6 Board Rights

The Board shall have no duty, responsibility, or liability to any Owner or the any other Person whomsoever with respect to the exercise of the Board’s rights or the failure to exercise the Board’s right. The Board’s decision to approve, reject or withhold approval of plans, proposals and specifications may be based upon: (i) the harmony of the exterior design, color, vegetation, topography, and the overall community design; (ii) the character

of the exterior materials; (iii) the planned quality of the exterior workmanship; (iv) the General Development Plan or (v) any other material and relevant factors. In the event the Board rejects plans as submitted the ARC shall so inform Owner/Builder, in writing, the reasons for disapproval, and the Board's recommendation to remedy same, if in the Board's opinion, remedy is possible. If Owner/Builder believes their approval request was unjustly disapproved by the Board, they may submit a written appeal to the Board for review. In the event the Board's disapproval stands, Owner/Builder may request, in writing, the Board to call a special meeting of the Association as described in Section 3.2 of the Bylaws. The Association shall vote on submitted plans. The Association's decision shall be the final binding decision.

The Board reserves the right to require as a condition precedent to the approval of any development plans, a reasonable commitment for diligent prosecution and completion of construction and appropriate remedies in the event of default in order to protect the use and enjoyment of the property.

7.7 Building/Construction

No foundation for a building shall be poured nor shall construction commence in any manner or respect, until plans and specifications have been approved by the ARC.

No part of the surface of the finished concrete pad may be less than 18 inches above the center of the paved roadway in front of the dwelling in which the slab is located or to be located.

Lot grading shall be performed in accordance with the Spanish Wells Drainage Plan of June 1992.

No garage, tool or storage building may be constructed separate and apart from the residential dwelling. Such structure(s), even of a temporary nature, may not be erected prior to construction of the main residential dwelling.

The ARC shall have final approval of all exterior color plans. A color plan showing the color of the roof, exterior walls, shutters, trims, and the like shall accompany the "Building Application Form" or the "Architectural Review Application".

7.8 Management of Construction Site.

The sanitation structure shall be located twenty feet from the street on the building lots with the door facing the rear of the site.

A construction dumpster (minimum six yards' capacity) shall be located on the site and emptied promptly when filled. An overflowing dumpster shall be emptied within five working days after written notice or be subject to penalty by the Association. The site and adjacent properties shall be policed for removal and disposal of trash and debris relating to the construction activities or refreshments for the workmen.

All road damage must be repaired to the satisfaction of the Spanish Wells Community

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Association. The amount or degree of any damage will be determined by Before and After Dated Photographs of the road and road edges.

Any side or rear property line that is next to an existing home or the golf course shall be fenced with plastic barricade fencing in accordance with local code. The barricade fences shall be maintained by the builder during the construction period.

Excessive noise caused by radios, boom boxes and the like should be prevented by the builder. Normal construction noises are unavoidable, but excessively loud radios and the like on the construction site are extremely irritating to neighbors.

Landscaping must be completed within thirty days of the issuance of the Certificate of Occupancy.

A minimum penalty of up to the maximum amount allowed by law per day per violation to a maximum aggregate total of all penalties of \$1,000.00 until the offending items have been corrected may be levied on the Owner/Agent after written notification, and a five-working day grace period, for failure to follow the requirements for site management described above. It is the intent of these construction site management regulations to foster good neighbor relations between builder/owners and the Association. They are not intended to cause a hardship or discourage future builders and owners. The ARC and/or the President of Spanish Wells Unit Three Homeowners Association, Inc. should be notified immediately about problems or concerns that arise from the implementation of these criteria.

Drainage ditches are not to be used as repositories for debris. Their conformation must be maintained to satisfaction of Spanish Wells Community Association. Any deviation will be determined by photographic records.

ATTACHMENT A – BUILDING APPLICATION FORM

APPLICATION FORM

I have read and understand the Architectural Criteria covered in the Spanish Wells Unit Three Covenants supplemented by Rules and Regulation and will comply with all requirements and specification therein.

(Please affix appropriate signature)

Builder/Contractor: _____

Title: _____ Date: _____

Telephone Numbers: _____

Address: _____

Signature: _____

Owner(s): _____

Telephone Number: _____

Address: _____

Signature: _____

ATTACHMENT C – DOWNGRADE OR REINSTATMENT OF BAR CODE ACCESS

Downgrade or Reinstatement of Bar Code Access

This process does not remove the contingent liability of the sub-association in any way

whatsoever: Date: _____

Suspension

From: _____

By:

(Name of HOA)

(Name of Board

Officer Requesting) To: Spanish Wells Community Association, Inc.

Name of member: _____ Address of member:

Start date of Suspension: _____

Signature: _____

(Neighborhood Association
Board Officer)

The neighborhood association or neighborhood sub-association listed above will indemnify and hold harmless the Association and will reimburse the Association for any loss, liability, claim, damage, or expense (including costs of investigation and defense and reasonable attorneys' fees and expenses), whether or not involving a third-party claim, arising from or in connection with any voluntary action or omission the neighborhood association or the neighborhood sub-association takes in accordance with this proposed rule.

Bar Code Access: _____ Copy to Member: _____

Reinstatement

Date: _____

From _____

By: _____

Spanish Wells Unit Three Rules and Regulations

(Name of HOA)

(Name of Board Officer

Requesting) To: Spanish Wells Community Association Inc.

Name of member: _____ Address of member:

Date of Reinstatement: _____

Signature: _____

(Neighborhood Association Board Officer)

Bar Code Access: _____ Copy to Member: _____

Supporting Documentation from requesting Neighborhood board received and attached:
