

The Trails at Bent Creek

Declaration of Covenants Art. 5 Approval of Improvements Architectural Review Rules and Procedures Manual

(Rev April 13, 2022)

1) Promulgation

- a. In accordance with the Declaration of Covenants (hereinafter referred to as "DoC") for The Trails at Bent Creek (hereinafter referred to as "TABC"), Article 5 Section 5.1, The Trails at Bent Creek Homeowners Association (hereinafter referred to as "HOA") shall establish and maintain a standing committee selected by the Board of Directors (hereinafter referred to as "BOD") to be known as the "Architectural Review Committee" (hereinafter referred to as "ARC") to exercise the powers and to undertake the duties and responsibilities specified in the subparagraphs.

2) Membership and Scope of the Committee

- a. The Committee may be composed of not less than 3 nor more than 5 persons. The Committee shall have the responsibility and power to approve or disapprove all building plans and specifications (which shall also include landscaping plans) for residential structures and appurtenances to be constructed upon the lots including any outbuildings and additions or alterations to the exterior thereof and including all landscaping prior to such construction, erection or location to determine whether such plans and specifications are suitable and consistent with the natural surroundings, the neighborhood, as well as the other structures and designs within The Trails At Bent Creek.
- b. Committee members serve at the will and pleasure of the BOD and may be removed by a majority vote of the BOD.
- c. The Committee may also consider other factors, including aesthetic considerations, which in the opinion of the Committee will affect the desirability of the exterior construction and landscaping. Each such structure and any additions or alterations thereto shall be constructed only in accordance with the plans and specifications or design so approved by the Committee; a copy of which shall be kept on file with the Property Manager.
- d. In the event plans and specifications or design have been submitted for approval by the Committee as provided herein, and in the further event that the committee fails to act upon the request for approval within 60 days (DoC Art 5.1) after receipt of the same, then approval shall be deemed granted.
- e. The Committee is further authorized to review and to give its approval of all exterior colors prior to the painting, staining or any other change of color to the

exterior of Residences and the committee is further authorized to review and give its approval of the design, height and location of all other exterior improvements of every kind and nature located on each lot prior to the installation.

- f. Once a plan has been approved by ARC, any subsequent changes shall be resubmitted to ARC for review and approval. ARC reserves the right to periodic inspections during construction and/or inspection of completed construction to determine plan compliance.

3) Goals

- a. Establish uniform Architectural Guidelines throughout The Trails At Bent Creek making it easier for Home Owners to change and/or improve their lots in accordance with the Declaration of Covenants.
- b. Review requests for improvements, discuss with resident if necessary, and approve or reject the request in a timely manner.
- c. Define the ARC process and establish performance factors regarding response time to resident.
- d. Create an on-line synopsis of the Covenants & Restrictions as they apply to the typical requests received. This includes sheds, fences, pools, yards, etc.
- e. Provide on-line access to the OFFICIAL Covenants & Restrictions and all documents that affect them. This includes amendments, exhibits, and other documents.
- f. Recommend amendments to the current Covenants & Restrictions as needed to clarify documents and maintain curb appeal of the community.
- g. **The member shall request the ARC form from The Property manager 904 278-2338 or email arc@agentlink.net**
- h. Members can fill out with their requests for ARC review, submit the application, scanned images, etc. Intent is to expedite the approval process and / or remedial action necessary for approval.

4) General

- a. No structures of any kind shall be erected, altered, placed or permitted to remain on any Lot other than:
 - 1. One single—family dwelling, not to exceed two and one—half stories in height;
 - 2. One private garage to accommodate up to two (2) cars or three (3) cars with approval of HOA;
- b. Sheds / Storage Buildings
 - 1. One story building for storage
 - 2. Located to the rear of the back of building line of the dwelling

3. Having not more than one hundred forty-four (144sqft) square feet of floor space
 4. Shed must be constructed on cement slab, pavers or skids.
 5. Walls are to be no more than 8 Ft. tall
 6. Roof peak is to be no more than 11 Ft. from the ground.
 7. Exterior walls will be kept in good repair and be painted earth tone colors or white.
 8. All sheds must be behind a fence or other approved device to screen their view from the street running in front of the lot.
 9. Lot owners are responsible for obtaining all required permits and following all COJ rules and regulations including but not limited to all setbacks, easements and hurricane tie downs.
 10. Sheds that are constructed of wood.
 1. Shingles should match the house as close as possible.
 11. Sheds that are constructed of metal/vinyl material.
 1. There will be no shiny, unpainted metal roofs or walls.
 12. Shed approval process
 1. Submit a copy of:
 - a. Completed ARC Request form.
 - b. Your plot map showing shed location, setbacks/easements.
 - c. Shed plan showing sq. footage, height, width, length and building material.
 - d. Brief description of what completed building will look like, include color selection of exterior walls, trim, etc.
- c. Fences. (DoC 5.3)
1. No fence or wall shall be erected, placed or altered on any Lot nearer to the street than the minimum building set back line
 2. No fence be erected on the remainder of the Lot which exceeds six feet (6') in height without the approval as required by DoC Section 5.1.
 3. All fences constructed on the Lots shall be six feet (6') in height and shall be six inch (6") board shadow box design, board on board, or white PVC/ vinyl design.
 4. There shall be no stockade type fencing whatsoever
 5. As to Lots which include storm water Retention Ponds (as defined in the DoC)
 1. No fence shall be erected closer to the storm water Retention Ponds
 - a. Than the "top of bank" as designated on the recorded plat of the Property.
 - b. Any such fence shall be four feet (4') in height along said "top of bank" boundary.
 - c. All lake boundary fencing shall be constructed of shadow box design or alternatively the lake boundary fencing

may be constructed of PVC whiter or metal, painted black in color, with spacing between pickets not more than four inches (4")

2. In the event metal fencing is to be used to enclose a swimming pool on a storm water retention pond lot, Lot owner is responsible to verify local code requirements for swimming pool fencing.
3. As to Lots which back up to "Conservation Easement Area (SJRWMD)" as designated on the recorded plat of the Property
 - a. No fence shall be erected along the "Conservation Easement Area (SJRWMD) " line higher than six feet (6') in height, or may be four feet (4' in height
 - b. Shall be six inch (6") shadow box design or PVC white, or may be constructed of metal, painted black in color, with spacing between pickets not more than four inches (4") .
6. No fencing shall be commenced without prior approval by the Architectural Review Committee.
7. Fencing shall be installed with the finish side of fence material facing the outside.
8. Fence may be left in natural state, painted or stained with an earth tone color.
9. Face of fences facing a street must be toward the street.
10. Lot owners are responsible for determining lot lines to achieve proper placement of fence or they will be responsible for removing fence.
11. Lot owners are responsible for obtaining all required permits and following all COJ rules and regulations including but not limited to all setbacks and easements.
12. Fence approval process
 1. Submit a copy of:
 - a. Completed ARC Request form.
 - b. Your plat map showing fence height, location, setbacks/easements.
 - c. Brief description of what completed fence will look like, include color selection, type of fence (board on board, shadow box, etc)

d. Pools

1. Permanent below ground pools must be installed by a professional pool company. The member may install above ground pools but is responsible for pool installation and compliance with these rules.
2. The lot owner is responsible to ensure the company they hire complies with the following, or the lot owner is responsible for any costs to correct the following items.
 - a. Excavated dirt is removed from the site or dispersed in such a way as to not change the grade of the lot.

- b. Any drainage water during the construction of the pool causes no damage to adjoining lots or to common areas.
- c. Common areas and adjoining lot damage are to be returned to their original condition, streets and sidewalks cleaned and pressure washed if required.
- d. Lot owners are responsible for determining lot lines to achieve proper placement of pool or they will be responsible for any corrections required to comply.
- e. Lot owners are responsible for obtaining all required permits and following all state/COJ rules and regulations including but not limited to all setbacks and easements.

3. Pool approval process

- a. Submit a copy of:
- b. Completed ARC Request form.
- c. Your plat map showing pool location, and easements.
- d. Brief description of what completed pool will look like. Plan for removal or use of excess dirt.

e. Landscaping

- 1. The mass indiscriminate cutting down of trees is expressly prohibited without the written consent of the ARC described in Section 2 herein
- 2. All disturbed areas on any Lot must be seeded or covered with sod or mulch and maintained to present a pleasing appearance, to prevent the growth of weeds and to prevent erosion.
- 3. It is the responsibility of each Owner to maintain the area between the front property line of his Lot and the street, as well as the side property line and the street in the case of corner lots
- 4. If the Lot Owner fails to maintain his or her lawn and landscaping, the HOA shall have the right, but not the obligation, to enter upon any such Lot to perform such maintenance work (DoC 5.7) which may be reasonably required, all at the sole expense of the Lot Owner, which expense shall be payable by the Lot Owner to the HOA upon demand. All related costs incurred by the HOA incident to the correction of the terms and conditions of this paragraph shall be recoverable by the HOA
 - a. Said cost to include a reasonable attorney's fees for the collection of same, in a court of competent jurisdiction.
 - i. Should the Declarant elect rather than file suit in a court of competent jurisdiction for the collection of aforementioned enumerated costs and expenses, the Declarant shall have the right to file a lien against the subject property where

said correction of any violation has occurred and shall have all the rights enumerated in these Covenants and Restrictions as the HOA concerning the collection of said cost and expenses in the enforcement of such lien. Decorative additions to front yards, such as large water fountains, flagpoles, statues or other sizeable lawn ornaments should have ARC approval.

f. Parking of Wheeled Vehicles, Boats Etc.

1. No recreational vehicles, boats, travel trailers, motorized homes, campers, mopeds, trucks (other than pickup trucks) commercial vehicles, trailers of any kind, including, without limitation, vehicles in disrepair, may be kept or parked between the paved road and the residential structures or within the front or side yard or within the right-of-way.
2. They may be so kept, if maintained completely inside a garage attached to the main residence or within the rear or side yard provided the rear or side yard is fenced so as to conceal such object from view of other Lots or roadways within the Property.
3. Private automobiles or vehicles of the Owners bearing no commercial signs, unless in connection with their employment, may be parked in the driveway upon the Lot from the commencement of use thereof in the morning to the cessation of use thereof in the evening.
4. Private automobiles of guests of Owners may be parked in such driveways only during the times necessary for pickup and delivery service and solely for the purpose of said service.
5. No trailers or mobile homes may be maintained or kept on any Lot.
6. No recreational vehicles, boats, boat trailers, horse trailers or any other trailer may be parked or stored in the front yard.
7. All homes shall provide a driveway to accommodate a minimum of two (2) vehicles side by side with appropriate access to said vehicle spaces.

g. Signs

1. No sign of any kind shall be displayed to the public view on any Lot except "For Rent" or "For Sale" signs, which signs may refer only to the particular Lot on which displayed, and shall be of materials, size, height and design approved by the ARC.
2. The HOA may enter upon any Lot and summarily remove any signs which do not meet the provisions of this paragraph.

h. Aerials Antennas and Satellite Receiver Dishes

1. No radio or television aerial or antenna nor other exterior electronic or electrical equipment or devices of any kind shall be installed or maintained on the exterior of any structure located on a Lot or on any portion of any Lot.

2. Satellite dishes must be placed in a side or rear yard and fenced or otherwise screened from view so that it is not visible from outside of the lot, including front and side streets, roads, common areas, neighboring lots or vacant land unless otherwise approved by the ARC
- i. Prohibited Activities.
 1. No trader business, noxious or offensive activity, in the sole opinion of the HOA shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
 2. No immoral, improper, offensive or unlawful use shall be made of the Lots or any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.
 3. The responsibility of meeting the requirements of governmental bodies pertaining to maintenance, replacements, modification or repair of the Lots shall be the same as is elsewhere herein specified.
 4. No garage shall at any time be used as a residence or enclosed and incorporated into a residence.
 5. No commercial activity shall be carried out in the residence or garage, temporarily or permanently.
 - j. Common and Maintenance Areas
 1. The HOA shall maintain all of the Common and Maintenance Areas in an attractive condition and in a manner that is harmonious with the Property and in accordance with any applicable governmental or agency permitting requirements.
 - k. Garbage and Refuse Disposal
 1. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste.
 2. Rubbish, trash, garbage or other waste shall be kept in closed sanitary containers constructed of metal or rigid plastic.
 3. All equipment for the storage or disposal of such material shall be kept in clean and sanitary condition
 4. Garbage cans not be visible from the street except on scheduled garbage pick-up days.
 - l. Miscellaneous
 1. No clothes lines shall be allowed.
 2. No window air conditioning unit shall be installed on any side of a building on a Lot.
 3. Christmas decorations may be displayed the week of Thanksgiving and must be removed no later than February 1.
 4. Recreation equipment such as basketball hoops, hockey rings, trampolines must be stored behind a fence or other approved device to screen their view from the street running in front of the lot. Except when in active use.

5) Amendments

a. The BOD reserves and shall have the right:

1. to amend this document, but all such amendments shall conform to the general purposes and standards of the covenants and restrictions of the TABC DoC;
2. to amend this document for the purpose of curing any scrivener's error, and any ambiguity in or any inconsistency between the provisions contained herein;
3. to include in any contract or deed or other instrument hereafter made any additional covenants, restrictions and easements applicable to the Property which do not lower the standards of the covenants and restrictions of the TABC DoC;
4. to release any Lot from any part of the covenants and restrictions which have been violated if the BOD, in its sole judgment, determines such violation to be a minor or non-adverse violation.

b. Amendment by Owners

1. In addition to any other manner herein provided for the amendment of this document, the covenants, conditions, restrictions, easements, and charges of this document may be amended, changed, added to, derogated, or deleted at any time and from time to time upon the execution and recordation of an instrument executed by Owners of not less than two-thirds of the Lots shown on the recorded plat of the Lots.

6) Enforcement of Covenants

a. If any person, firm, corporation, trust or other entity shall violate or attempt to violate any covenants or restrictions contained herein, it shall be lawful for the HOA, or any Owner of any Lot;

1. To prosecute proceedings for the recovery of damages against those violating or attempting to violate any such covenant or restriction, or
2. To maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenant or restriction for the purpose of preventing or enjoining any such violation or attempted violation.

b. The remedies contained in this Section shall be construed as cumulative of all other remedies now or hereafter provided by law.

1. The failure of the HOA, BOD, Owner or its respective successors or assigns to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation

herein contained, however long continued shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior or subsequent thereto.

- c. The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this document which relate to the maintenance, operation. and repair of the storm water management system.

7) Interpretation

- a. In all cases the provisions set forth or provided for in this document shall be construed together and given that interpretation or construction which will best affect the intent of the general plan of development of the Property.
- b. The provisions hereof shall be liberally interpreted and if necessary, they shall be so extended and enlarged by implication as to make them fully effective.

8) Captions

- a. The captions of the paragraphs hereof are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular paragraph to which they refer.

9) Gender and Grammar

- a. The singular wherever used herein shall be construed to mean the plural when applicable and the use of the masculine pronoun shall include the neuter and feminine, wherever applicable.

10) Provisions Severable

- a. The invalidation of any provision or provisions of this document by judgment or court order shall not affect or modify any of the other provisions of this document which shall remain in full force and effect.

11) Attorney ' s Fees

- a. In connection with any action for the enforcement of any of the rights and obligations contained herein, the prevailing party shall be entitled to be reimbursed for all costs including, without limitation, attorney's fees at trial or on appeal.

Approved by unanimous vote at The Trails at Bent Creek Board of Directors on this 21st day of April 2018.

James R. Billberry
President / CEO

The Trails at Bent Creek

Declaration of Covenants Art. 5 Approval of Improvements Architectural Review Rules and Procedures Manual

(Amendment 1 April 13, 2022)

12) ARC administrative procedures

- a. An HOA member submits two copies of an ARC request to the Property Management Company via USPS Certified Mail.
- b. The Property Manager makes the initial review of the application for correctness and form to include all required documents and has the authority to reject applications that are obviously in conflict with our TABC HOA Covenants, COJ Code, or incomplete.
- c. The Property Manager enters the ARC into the tracking system and forwards a copy to each ARC member.
- d. When the ARC is ready to vote on a request(s), the Property Manager will set up a meeting (electronic or live), provide an agenda, and have the notice of the date and time posted on our community bulletin board 48 Hours prior to the meeting. The Chair of the ARC meeting will rotate each meeting. The meeting will be monitored and conducted i/a/w/ FSS 720.
- e. The Chair of the ARC will call for a vote on each ARC request at that meeting. The ARC Member will record his / her vote on the tracking system at that time or as soon as possible after signing off the electronic website.
- f. The results of the meeting will be forwarded to the property manager to follow the usual process.
- g. The ARC may decide to set a specific day of the month for their meetings. If there are no pending ARC requests, the ARC meeting will not be necessary.

13) ARC Meeting Agenda format

- a. Open meeting
- b. Roll call of ARC members
- c. Establish quorum
- d. Property manager Rep reads a summary of ARC Request
- e. Chair calls for ARC member comments or questions.
- f. Chair calls for Applicant comments (limit to 3 minutes)
- g. Chair calls for Member (Public) comment (limit to 3 minutes per member)
- h. Chair calls for ARC Member vote
- i. Next ARC Request on agenda.
- j. Repeat above as required
- k. Announce the next meeting date
- l. Motion to adjourn