

Exhibit B
to
Cove Pointe Declaration of Covenants,
Conditions, Restrictions and Easements

Cove Pointe
Design Guidelines

DG.1. Definitions. Unless otherwise defined herein, capitalized terms used in these Design Guidelines shall have the meaning set forth for such term in the Cove Pointe Declaration of Covenants, Conditions, Restrictions and Easements (the "Declaration")

DG.2. Statement of Purpose. **The developer of Cove Pointe (the "Declarant") recognizes and respects that the Property is located within an older neighborhood of historical distinction, which is locally referred to as "The Cove." It is the desire of the Declarant, as developer of the Property, to insure for itself and the future homeowners within the Property, that the development of Cove Pointe embraces the "best of the old Cove" neighborhood. While the neighborhood referred to locally as *The Cove* offers a wide variety of architectural styles, the "best of the old Cove" is characterized by high degree of attention to architectural detail reminiscent of homes built before 1960, regardless of when the home was actually built or renovated. The "best of the old Cove" is found also in homes, which consistently and authentically embody a design theme of historic significance.** For purposes of illustration only, some examples of the "best of the old Cove" are attached hereto as *Exhibit B-1*. While some of the homes in these examples do not necessarily reflect the maintenance standard required by the Cove Pointe Declaration or comply with all restrictions under the Declaration, they are included to illuminate what is meant by the term "best of the old Cove." **Another defining characteristic of The Cove neighborhood is the high concentration of beautiful and mature trees. Accordingly, it is the desire of the Declarant, as developer of the Property, to insure for itself and future homeowners within the Property, that the redevelopment of the Property be undertaken in a manner which minimizes the negative effect on the many mature, beautiful trees located on the Property and provides for a plan to replace trees which are impacted by development activity. To that end, the design and placement of improvements upon any Lot, and the construction methods undertaken during development of the Property, shall maximize, to the extent reasonably possible, the preservation and protection of trees.**

DG.3. Statement of Policies. The Declaration established the Association and the ARB, and sets forth its jurisdiction, powers, obligations and the rules and regulations under which it will conduct its review of Proposed Improvements. Statements in these Design Guidelines are intended to condense, simplify or clarify provisions of that Declaration. In the event of a conflict, the Declaration's provisions will prevail. The

ARB has been established to define and interpret aesthetic standards in Cove Pointe, and examine, approve or disapproval all and all Proposed Improvements. ARB approval must be obtained for, but not limited to: the construction, installation, modification or alteration of any structures or improvement on, adjacent to, or appurtenant to a Lot, including without limitation the painting devises, fountains, swimming pools, spas, hot tubs, whirlpools, seawalls, docks or piers (and as used in this Declaration, the term “dock” shall include all improvements associated with or connected to a dock, including boat lifts and boat houses), any fencing, walls, enclosures, exterior lighting; awnings, shelters, gates, statues or other outdoor ornamentation, utility enclosures, walkways, irrigation systems, landscaping, terraces, driveways, parking areas, mailboxes, playground equipment, playhouses, greenhouses, outbuildings, storage buildings, garages, patios, porches, and any other modifications, alterations or improvements visible from the Common Area, dedicated streets or parks, or other Lots. Each stage of Proposed Improvements will be carefully monitored by the ARB to assure compliance with the philosophy set forth in the Declaration and these Design Guidelines. The ARB is committed to specific principals and standards to be observed by all Owners. Each detail has been carefully formulated to assure for all residents an attractive environment, which embraces the “*best of the old Cove*” and **respects and preserves the mature, beautiful trees located on the Property**. The ARB’s commitment to the Owners is the reason behind these Design Guidelines and the spirit in which all of the professionals associated with creating this neighborhood will approach their roles and responsibilities.

DG.4. ARB Objectives. The ARB and its review and monitoring of Proposed Improvements shall be directed towards but not limited to attaining the following objectives for Cove Pointe:

DG.4.1. **Preventing excessive or unsightly grading, indiscriminate or unnecessary earth moving or clearing of property, removal of trees and vegetation, and any development which could cause disruption of natural water courses or scar natural land forms.**

DG.4.2. **Ensuring that the location and configuration of the Proposed Improvements are visually harmonious with the terrain and vegetation of the Lot** and with the surrounding residential Lots and structures and does not unnecessarily block scenic views from existing or planned structures or tend to dominate any general development or natural landscape.

DG.4.3. **Ensuring that the architectural design of Proposed Improvements and their materials and color are visually harmonious with Cove Pointe’s overall appearance and design theme of the neighborhood.**

DG.4.4. Ensuring the plans for landscaping provide visually pleasing settings for structures on the same Lot and on adjoining or nearby Lots, and blend harmoniously with the natural landscape.

DG.4.5. Ensuring that development of Lots are undertaken in such a way as to minimize impacts on tree protection zones (defined as the distance of one foot from the trunk of the tree for every one inch of trunk diameter) and to the extent that installation of underground lines and utilities results in impacts to tree protection zones which are unavoidable, ensuring that such underground lines and utilities are installed using directional boring to protect tree roots.

DG.4.6. Ensuring that any Proposed Improvements comply with the provisions of these covenant and the covenants and restrictions set forth in the Declaration.

DG.5. ARB Enforcement Powers.

DG.5.1. The ARB reserves the right during construction of the Proposed Improvements as a part of its approval process, to enter into the Lot to inspect the Proposed Improvements to assure compliance with the approved plans and specifications. Each Owner is hereby deemed to consent to the entry upon his property by the ARB for the purpose of conducting such inspections.

DG.5.2. If any Proposed Improvements shall be made without the approval of the ARB, or are not in compliance with the approved plans and specifications, the Owner shall, upon written demand, cause the Proposed Improvements to be removed or restored within ten (10) days from the date of the written demand to their original condition, and such Owner shall bear all costs and expenses of such restorations or removal, including costs and reasonable attorney's fees of the ARB.

DG.5.3. If the Owner has not removed or restored or commenced to remove or restore the unapproved or non-complying Proposed Improvement with the period set forth in the subparagraph above, the ARB shall have the right to institute an action to recover sums due for damages or to seek injunctive relief to require the Owner to cease, remove or restore the unapproved or non-complying Proposed Improvements. It is hereby declared that any violation of the requirements set forth herein may not be adequately compensated by recovery of damages and, accordingly, the ARB, on behalf of the Association, may seek an injunction to restrain a violation or breach or threatened violation or breach.

DG.5.4. All remedies set forth herein are cumulative. No delay, failure or omission on the part of the ARB in exercising any right, power, or remedy herein provided shall be construed as an acquiescence thereto or a waiver of the right to enforce its rights, powers or remedies.

DG.5.5. No right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against the ARB, the Association, the Declarant, or any Owner on account of any failure to bring any action on account of any violation or breach of the provisions of these Design Guidelines. In all enforcement actions, the

prevailing party shall be entitled to be reimbursed for its attorney's fees, prior to or at trial or on appeal and all reasonable court costs.

DG.6. Basis for ARB Decisions. Approval shall be granted or denied by the ARB based upon the standards and guidelines promulgated by the ARB from time to time, including:

DG.6.1. Compliance with the letter and spirit of the provisions of the Declaration and these Design Guidelines.

DG.6.2. The quality of workmanship and materials.

DG.6.3. The harmony of external design with the surroundings.

DG.6.4. The impact of the Proposed Improvements on the other Lots within the Property.

DG.6.5. **The preservation, protection & retention of trees on the Lot.**

DG.6.6. Such other factors, including purely aesthetic considerations, which in the sole opinion of the ARB shall affect the desirability or suitability of the construction. It is possible, therefore, that a Proposed Improvement might meet the individual criteria delineated herein and still not receive approval, if in the sole judgment of the ARB overall aesthetic impact is unacceptable. The approval of an application for one Proposed Improvement shall not be construed as creating precedent or any obligation on the part of the ARB to approve applications involving similar designs pertaining to different Lots.

DG.7. Limitations of Responsibility. The primary goal of the ARB is to review the application, plans, materials, and samples submitted to determine if the Proposed Improvement conforms in appearance with the Design Guidelines. Any Owner making or causing to be made any Proposed Improvement agrees and shall be deemed to have agreed for such Owner and his heirs, personal representatives, successors and assigns to hold the ARB, the Association, Declarant, and all other Owners harmless from any liability, damage to property and from expense arising from the construction and installation of any Proposed Improvements or in any way relating to the subject matter of any such review, acceptances, inspections, permissions, consents or required approvals, whether given, granted or withheld, and such owner shall be solely responsible for the maintenance, repair and insurance of any Proposed Improvements and for assuring that the Proposed Improvement is in full compliance with all local, state and federal laws, rules and regulations. The ARB, the Association and the Declarant do not assume responsibility for the following:

DG.7.1. Structural adequacy, capacity, or safety features of the Proposed Improvement;

DG.7.2. Soil conditions or erosion requirements;

DG.7.3. Compliance with all building codes, safety requirements, governmental laws, regulations or ordinances;

DG.7.4. Performance or quality of work by any contractor.

DG.8. ARB Membership. Until such time as the Declarant owns less than twenty percent (20%) of the total Lots, the Declarant shall have the sole right to appoint the members of the ARB, fill vacancies on the ARB, and members of the ARB shall thereafter serve at the pleasure of the Declarant. At such time as the Declarant owns less than twenty percent of the Lots, members of the ARB shall serve at the pleasure of the Board of Directors and the Board of Directors shall have the right and responsibility to fill any vacancies occurring on the ARB.

DG.9. ARB Quorum and Action. A majority of the members of the ARB shall constitute a quorum to transact business at any meeting of the ARB, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARB. The ARB shall have the right to meet by telephone or electronically and any action taken telephonically or electronically shall be documented in written minutes of such action signed by all members of the ARB consenting to such action.

DG.10. ARB Administrator. The ARB may appoint an Administrator to handle the day-to-day responsibilities of processing submissions and coordinating with Owners, including the following:

DG.10.1. Explanation and interpretation of the Design Guidelines.

DG.10.2. Providing pre-design conferences to consider existing data relating to a particular Lot, adjacent or planned homes, easements, setbacks, etc.

DG.10.3. Scheduling all meetings and Member notification.

DG.10.4. Review job process, schedule ARB inspections, and issue applicable ARB permits and certifications.

DG.11. Meetings. The ARB will conduct meetings on an as-needed basis.

DG.12. Minutes/Notification. All decisions of the ARB will be recorded at ARB meetings. Recorded minutes of the ARB meetings will be available upon request for a reasonable copying fee. Plans and specifications will be retained by the ARB as part of the record. Applicants will be notified within fifteen (15) regular business days of all decisions by the ARB.

DG.13. Appeals. If an application has been denied, or the approval is subject to conditions with the Owner feels are unacceptable, the Owner shall have the right to make a written request to the Board of Directors within thirty (30) days of such decision

for a review thereof. In such instance, the determination of the Board of Directors upon reviewing any such decisions shall be final, except that if Declarant owns at least twenty percent (20%) of the Lots, if the Declarant does not also approve the appeals decision of the Board of Directors, the ARB determination will stand as final.

DG.14. Fees. The Association and the ARB require the payment of an administration fee at the time of application. The fee is non-refundable and should be made payable to the "Cove Pointe ARB." Fees are subject to change without notice. The following are the fees currently in effect:

DG.14.1. New construction of Proposed Improvements: \$300.00

DG.14.2. Alteration or Modification of Existing Structures: \$150.00

DG.15. Preliminary Review Process. A preliminary plan review has been established to help avoid costly revisions. A preliminary review package should contain (a) the completed application (in the form promulgated by the ARB); (b) a site plan drawn to scale showing the location of all existing trees, setbacks and the placement of all Proposed Improvements; (c) floor plan; (d) elevations showing doors, windows, roof heights, and exterior materials to be used; and (e) the applicable application fee. After reviewing the preliminary package, the ARB will either (i) approve the design as submitted; (ii) approve the design as submitted based on written modifications; or (iii) disapprove the design with an explanation of why the plan was not approved.

DG.16. Final Review Process. The final review process shall include two (2) sets of complete detailed plans and specifications for all the Proposed Improvements, including (without limitation): (a) a site plan drawn to scale and showing the location of all existing trees, property setbacks, and the location of all Proposed Improvements; (b) a foundation plan showing finished floor elevations; (c) floor plans showing the exact square footage (including a separate calculation a heated and cooled square footage) computed for each floor; (d) elevations showing total heights, finished grade, exterior materials, doors, windows, walls, fences, HVAC equipment, and pool or spa circulation equipments, and any screening or enclosures; and (e) landscape plans showing all existing and proposed vegetation, and the automated irrigation system. All such plans and specifications shall be prepared and certified by a licensed architect or engineer in accordance with the City's requirement for new construction. After reviewing the final package, the ARB will either (i) approve the Proposed Improvements as submitted; (ii) approve the Proposed Improvements as submitted based on written modifications; or (iii) disapprove the Proposed Improvements with an explanation of why the plan was not approved.

DG.17. Lot Clearing. **No staking, clearing, excavation, grading or other site work may be undertaken on any Lot until the final package for the Proposed Improvements has been approved by the ARB. Furthermore, each Owner shall be required to contact the ARB before clearing his Lot and shall participate in a site visit with the ARB. Prior to the site visit it shall be the Owner's responsibility to**

flag all trees and vegetation on the Lot to be cleared. During the site visit, a representative of the ARB shall inspect the Lot with respect to the trees and vegetation to be cleared for compliance with the approved final package and the terms hereof. The Owner will be required to preserve as much of the natural vegetation as possible.

DG.18. Governmental Permits. It shall be the sole responsibility of the Owner to obtain all necessary governmental permits prior to commencement of work on the Lot. Building permits and other permits required by law shall be conspicuously posted and continuously maintained on the site during all work.

DG.19. Completion of all Work Commenced. Once work has been commenced on any approved Proposed Improvements, the Owner shall diligently proceed to complete all of the Proposed Improvements included in the approved plans and specifications, all in strict compliance with the approved plans and specifications, without any unreasonable delay or suspension, including the completion of all landscaping included in the approved plans and specifications. If it is determined in the ARB's sole discretion that an Owner is in violation of this provision, the ARB shall give to the Owner written notice thereof, and if within ten (10) days of such notice, the Owner fails to resume work on the Proposed Improvements and thereafter diligently prosecute the same to completion in full compliance with the approved plans and specs, then the ARB shall be entitled to injunctive relief either requiring the Owner to remove all improvements on the Lot and restore it to its condition existing prior to the commencement of any work, or compelling the Owner to deposit with the ARB the full cost required to complete the Proposed Improvements, plus an administrative fee payable to the ARB in an amount equal to twenty percent (20%) of such costs of completion. In addition, the ARB shall be entitled to an award of reasonable attorney's fees and costs incurred by the ARB in connection with the enforcement of this provision. Upon receipt of the aforementioned completion deposit and administrative fee, the ARB shall use the deposit to cause the Proposed Improvements to be completed in accordance with the approved plans and specs.

DG.20. Construction Regulations.

DG.20.1. *Portable Toilets*. Prior to commencing work, and pursuant to City regulation, a portable toilet must be placed on the job site and in a manner so as to least disturb other residences and other construction.

DG.20.2. *Construction Traffic*. No vehicles shall be parked on any other Lots, on any public parks, or on any part of the Common Area.

DG.20.3. *Construction Hours*. The construction working hours are from 7:00 a.m. to 6:00 p.m., Monday through Saturday, except on legal holidays identified by the ARB. These hours are subject to rules and regulations as published by the Association or the ARB from time to time.

DG.20.4. *Street and Site Clean-up.* All construction sites must be maintained in a neat and orderly fashion. All contractors are required to provide at least one (1) trash dumpster for every residence under construction. Dumpsters must be emptied on a regular basis or when waste is visible from the street. The builder is responsible for trash that blows off the site and shall retrieve such trash immediately. No trash shall be stockpiled on the Lot. There will be no stockpiling or dumping on other Lots, public park, streets, or the Common Area. Contractors will use only the utilities provided on the site on which they are working. The street and curb shall be cleaned a minimum of once per week and kept free of debris and dirt. The Owner is ultimately responsible for his contractor or builder's compliance with this provision and shall be responsible for any cost incurred by the Association or the ARB to bring any Lot into compliance herewith.

DG.20.5. *Noise Levels.* Loud radios, CD players, or other noise will not be allowed within the community. Normal radio or CD player levels are acceptable; however, speakers mounted on vehicles or outside of homes under construction are not permitted.

DG.20.6. *Signage.* During construction, an approved small construction sign shall be allowed within the front setback of the Lot to assist subcontractors, suppliers and others to locate the particular Lot. Such sign may be erected at commencement of construction and must be removed at completion of construction. The Association or the ARB shall have the authority to remove and retain any unauthorized signage.

DG.21. Survey and Certificate of Occupancy. Upon completion of construction of the Proposed Improvements, the Owner shall submit to the ARB: (a) a final as-built survey certified by a licensed surveyor showing the location of all improvements on the Lot, as well as the property setback lines; and (b) a copy of the Certificate of Occupancy issued by the City. Upon certification by the ARB that all Proposed Improvements have been satisfactorily completed, including landscaping, in accordance with the approved plans and specifications, the ARB will issue a final approval certificate.

DG.22. Additional Requirements. These Design Guidelines have been adopted to assist the Owners within Cove Pointe in connection with the architectural approval process. These are merely guidelines, and the ARB will have the right to waive any of the requirements, or will have the right to require additional or more stringent requirements.

These initial Design Guidelines for Cove Pointe subdivision were adopted and approved by the Declarant, Cove Preservation Partners, Inc., and the ARB on the Day of _____, 200__.

COVE PRESERVATION PARTNERS, INC.,
a Florida corporation

By:
Name:
Title:

COVE POINTE ARCHITECTURAL REVIEW
BOARD

By:
Name:
Title: Chairman

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me this _____ day of _____,
200__, by _____, (Title): _____ of COVE
PRESERVATION PARTNERS, INC., a Florida corporation, on behalf of said corporation,

- () who is personally known to me.
- () who produced _____ as identification.

Signature of Notary Public

Print, Type or Stamp Name
of Notary Public
Commission Expiration Date:
Commission No.:

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me this _____ day of _____,
200__, by _____, Chairman of COVE POINTE ARCHITECTURAL
REVIEW BOARD, an unincorporated entity,

- () who is personally known to me.
- () who produced _____ as identification.

Signature of Notary Public

Print, Type or Stamp Name
of Notary Public
Commission Expiration Date:
Commission No.:

Exhibit B-1
to
Cove Pointe Declaration of Covenants,
Conditions, Restrictions and Easements
and to
Design Guidelines

Copies of Photos on Following Pages
Photos are 250K
and can be viewed
by clicking on "sample
photos" link on main page

Exhibit B-2
to
Cove Pointe Declaration of Covenants,
Conditions, Restrictions and Easements
and to
Design Guidelines

**Cove Pointe
Tree Mitigation Plan**

Design Guideline DG.2 requires that plans submitted to the Cove Pointe ARB for approval of the development of each Lot include a specific plan to replace trees which are impacted by development activity. To that end, the Owner will be required to meet OR EXCEED (as determined by the ARB in its sole discretion) the tree mitigation standards set forth in section 5-5.9.5 of the Panama City Land Development Code, for all protected trees which are removed, including without limitation, those which are located within the footprint of the residential structure. Owners will be required to provide mitigation in accordance with the standards set forth in section 5-5.9.5 regardless of whether the removal of the tree would otherwise be exempt under section 5-5.9.3 of the Panama City Land Development Code. Section 5-5.9.5 provides in pertinent part, as follows:

“Replacement of removed trees.

“a. Any protected trees removed by an owner or developer shall be replaced at the expense of the owner or developer with a species identified on the tree replant list.

“b. Each removed tree shall be replaced with a new tree or trees having a total tree caliper equivalent to that of the diameter at breast height of the tree removed.

“c. Single-trunk replacement trees shall be a minimum of one-inch caliper and a minimum of six feet in overall height.

“d. A replacement tree may be a tree moved from one located to another on the site.

“e. Mitigation. If in the judgment of the director of engineering services the site cannot accommodate the total number of required replacement trees required as a result of insufficient planting area, the applicant shall make a monetary contribution to the tree protection and related expenses trust fund. The amount of such contribution shall be determined as follows:

“i. for every diameter inch of replacement trees required, the contribution shall be equal to the retail [retail] value of a two-inch caliper, nursery-grown shade tree plus the cost of planting. The retail value and planting cost per diameter inch shall be calculated by the city by taking the average published price of container-grown or balled and burlapped two-inch caliper laurel oak. The retail and planting value per diameter inch shall be adjusted annually. The city may permit the planting of trees upon city property in lieu of monetary contributions.

“ii. [not applicable].

“f. Any replacement tree, planted for credit, which dies within one year of planting, shall be replaced by a tree having not less than a three-inch diameter at the time of planting, at the expense of the owner or developer responsible for the replacement of the tree removed.

“g. No replacement tree trees with the potential to reach a height of 18 feet or greater shall be planted or otherwise located under or within ten feet on either side of overhead utility lines.”

In determining whether the approved development plan for a Lot must either meet the mitigation requirements of section 5-5.9.5 of the Panama City Land Development code or exceed them, the ARB will consider the overall effect of the proposed improvements for each Lot on a case-by-case basis, including such factors as the number, species and condition of trees remaining on the Lot, the location, number, species and condition of trees on adjoining property, the lengths to which the Owner's proposed design and placement of improvements went to minimize impacts to trees on the Lot, and the species of replacement trees proposed by the Owner. In most instances, the ARB will require an Owner to exceed the requirements of section 5-5.9.5 of the Panama City Land Development code.