

ARTICLE 14

ARCHITECTURAL STANDARDS

All property which is now, or may hereafter be, subjected to this Declaration is subject to architectural and site plan review. This review shall be in accordance with this Article and such standards as may be promulgated by the DRC (the "Architectural Standards"). The Board of Directors shall have the authority and standing, on behalf of the Master Association, to enforce in courts of competent jurisdiction decisions of the DRC. Until the closing of the sale of the last Unit to be built in Lindsford, the Declarant also shall have the authority to enforce decisions of the DRC concurrently with the Master Association. The Board of Directors shall have the right to lien Units for actionable violations of this Declaration, the Architectural Standards promulgated by the DRC and decisions of the DRC. Said lien shall include, but not be limited to, remedial action taken by the Master Association, costs and previous party legal fees incurred by the Master Association in prosecuting its claim. This Article may not be amended without the Declarant's written consent, in its sole and absolute discretion, so long as the Declarant owns any land subject to this Declaration. The DRC may amend the Architectural Standards from time to time and Owners and Merchant Builders are required to obtain current copies of the



Architectural Standards from the Board and/or DRC prior to commencing any construction or reconstruction within Lindsford.

No "construction," which term shall include within its definition clearing, excavation, grading and other site work, no exterior alteration or modification of existing improvements, and no plantings or removal of plants, trees or shrubs shall take place, except in strict compliance with this Article, until the requirements below have been fully met, and until the written approval of the DRC is obtained. The DRC shall have the absolute and exclusive right to approve such construction, exterior alteration or modifications or planting or removal of plants, trees and shrubs, which the DRC determines is not suitable or desirable in its opinion for any reason, including purely aesthetic reasons, harmony of extended design and architectural compatibility. The DRC may establish reasonable fees to be charged for review of an application for approval hereunder, which fees, if established, shall be paid in full prior to review of any application hereunder. Notwithstanding the foregoing, the Declarant, in its discretion, may establish preliminary procedures for architectural review whereby the developer of a Neighborhood, may meet with the DRC for the purpose of exhibiting to such body preliminary concepts or drawings for the contemplated construction, and in order to assist such Neighborhood developer in formulating a design which will comport with the Architectural Standards. Such discussions shall not be binding on the DRC.

All structures constructed on any portion of the Properties shall be designed and built in accordance with the approved plans and specifications submitted to the DRC.

Section 14.1 DRC. The DRC shall have exclusive jurisdiction over all construction on any portion of the Properties. Until all of the Property has been developed and conveyed to purchasers (other than Merchant Builders) in the normal course of development and sale, the Declarant retains the right to appoint all members of the DRC, which shall consist of at least three (3), but no more than five (5) persons, none of whom shall be required to be Owners and who shall serve terms subject to the sole discretion of Declarant. There shall be no surrender of the Declarant's right to appoint all members of the DRC prior to that time, except in a written instrument in recordable form executed by Declarant. Until Declarant relinquishes the right to appoint members of the DRC, the authority of the DRC shall arise from the Declarant and not the Master Association. Upon the expiration of the Declarant's right to appoint the members of the DRC, the members of the DRC shall thereafter be appointed by the Board of Directors.

The DRC shall prepare and promulgate the Architectural Standards and application and review procedures. Copies shall be available from the DRC for review by Owners, Merchant Builders, and developers who seek to engage in development of, or construction upon, all or any portion of the Properties, and such parties shall conduct their operations in accordance therewith. The DRC shall have sole and full authority to prepare, and to amend, the guidelines and procedures set forth in the Architectural Standards. In the event that the DRC fails to approve or disapprove plans submitted to it, or to request additional information it may require, within fifteen (15) business days after submission thereof, the plans shall be deemed approved.

Section 14.2 Minimum Standards. The minimum architectural standards for



Lindsford are:

14.2.1 Construction:

- CBS exterior wall construction with stucco finish
- Concrete tile roofs with minimum 5:12 pitch
- Brick Paver Driveways
- Minimum 2-car garage with automatic garage door openers
- Minimum landscape and irrigation packages to be established for each home type

14.2.2 Setbacks:

- 40' Attached Villa Lots, 50' Lots, and 60' Lots:
- 20' Front Setback
- 5' Side Setback
- 10' Rear Principal Structure Setback
- 5' Rear Accessory Setback

14.2.3 Townhomes:

- Front Setback of 16.5' from right-of-way with a minimum of 19' spacing between the edge of sidewalk and principal structure
- 20' Building Separation – Side Setback
- 10' Rear Principal Structure Setback

Section 14.3 No Waiver of Future Approvals. The approval of the DRC of any proposals, or plans and specifications, or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the DRC, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matter whatsoever subsequently or additionally submitted for approval or consent.

Section 14.4 Variance. The DRC may authorize variances from compliance with any of its guidelines and procedures set forth in the Architectural Standards when circumstances such as topography, natural obstructions, hardship or aesthetic or environmental considerations require, but only in accordance with the duly adopted rules and regulations set forth in the Architectural Standards. Such variances may only be granted, however, when unique circumstances dictate, and no variance shall (a) be contrary to the restrictions set forth in the body of this Declaration, or (b) estop the DRC from denying a variance in other circumstances.



For purposes of this Section, the inability to obtain the issuance of any permit or the terms of any financing shall not necessarily be considered a hardship warranting a variance.

The approval by the DRC does not constitute governmental approval. It is the sole responsibility of the developer of a Neighborhood, a Unit Owner or Merchant Builder, as applicable, to obtain the necessary permits and meet all governmental requirements.

Section 14.5 Compliance. Any contractor, subcontractor, agent, employee or other invitee of the developer of a Neighborhood, an Owner or Merchant Builder who fails to comply with the terms and provisions of the Architectural Standards may be excluded from the Properties by the Master Association without liability to any Person. Prior to exclusion of any contractor or subcontractor for violations of guidelines and procedures set forth in the Architectural Standards, the contractor or subcontractor shall have the right to the notice and hearing procedures contained in the By-Laws.

Section 14.6 Right to Inspect. There is specifically reserved unto the DRC the right of entry and inspection upon any Neighborhood or Unit for the purpose of determination by the DRC whether there exists any constriction or any improvements which violate the terms of any approval by the DRC, or the terms of this Declaration, or of any other covenants, conditions and restrictions to which a deed or other instrument of conveyance or Plat makes reference. The DRC is specifically empowered to enforce the provisions of this Declaration by any legal or equitable remedy, and in the event it becomes necessary to resort to litigation to determine the propriety of any constructed improvement, or to remove any unapproved improvements, the prevailing party shall be entitled to recovery of all court costs, expenses and reasonable attorney's fees in connection therewith, and the same shall be assessable and collectible in the same manner as any Benefit Assessment provided for herein. The Master Association shall indemnify and hold harmless each member of the DRC from all costs, expenses and liabilities, including attorney's fees, incurred by virtue of any service by a member of the DRC.

Section 14.7 Exemption. Notwithstanding anything to the contrary contained herein, improvements and construction activities of Declarant shall be exempt from the provisions of this ARTICLE 14. The Developer shall have the universal right to grant itself and any Merchant Builder variances from the construction requirements set forth herein, subject only to the appropriate governmental approvals. The Master Association shall indemnify the Developer from any suit instigated by a Member, Owner or Merchant Builder from any liability with regard to the Section 14, with such indemnification specifically surviving Turnover. This provision may not be amended without the Developer's consent (before or after Turnover), which consent may be withheld for any reason.

Section 14.8 DRC Liability. Neither the DRC, the Master Association nor Declarant nor any of their representatives shall be liable to anyone submitting plans for approval or to any Owner or occupant of the Property by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval of any plans or the failure to approve any plans. Any developer of a Neighborhood or any Owner making or causing to be



made any proposed improvement or additions to any Unit within the Property agrees and shall be deemed to have agreed, for such Neighborhood developer or Owner, and his or her heirs, personal representatives, successors and assigns, to hold the DRC, the Master Association, Declarant and all other Owners and Neighborhood Associations harmless from any liability, damage to the Property and from expenses or damages arising from the construction and installation of any proposed improvement, and such Owner or Neighborhood developer shall be solely responsible for the maintenance, repair and insurance of any improvement, alteration, modification or change and for assuring that the proposed improvement meets with all applicable governmental approvals, rules and regulations.

Section 14.9 Limitation of Liability. No approval by the DRC shall constitute an opinion of the DRC that the improvements comply with this Declaration, governmental requirements or any easement or other obligation appearing in the Public Records for Lee County affecting the Properties, nor shall the same give rise to any liability for design, construction materials, construction methods, structural integrity, fire / safety requirements, adequacy of budgets or legal effect. The DRC shall not be liable for mistakes and may require an Owner or developer of a Neighborhood to correct deficiencies arising as a result of any DRC approval.

