SOLIVITA COMMUNITY ASSOCIATION, INC.
395 Village Drive, Suite C
Poinciana, FL 34759

ARCHITECTURAL REVIEW COMMITTEE (ARC)

STANDARDS OF PROCEDURE

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SOLIVITA COMMUNITY ASSOCIATION, INC.
ARCHITECTURAL REVIEW COMMITTEE
STANDARDS OF PROCEDURE

Pursuant to the Amended and Restated Master Declaration for Solivita Section 30.1 (the "**Declaration**"), the Architectural Review Committee ("**ARC**", formerly called the Architectural Control Committee) is a permanent committee of the Solivita Community Association, Inc. ("**Association**"). Pursuant to the Declaration, the ARC hereby adopts the following procedures, which shall be known as the Architectural Review Requirements.

1. Defined Terms. All initially capitalized terms shall have the meanings set forth in the Declaration unless otherwise defined herein.

2. Approval Required. The ARC shall approve or disapprove any improvements or structure of any kind within any portion of Solivita including, without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, decorative building, landscape device or object, and/or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Home or any other portion of Solivita. The ARC shall approve or disapprove any exterior addition, changes, modifications or alterations therein or thereon. All decisions of the ARC shall be submitted in writing to the Association Board of Directors ("**Board**"). Any party aggrieved by a decision from the ARC shall have the right to request a rehearing before the ARC. Any party aggrieved by a hearing decision of the ARC shall have the right to make a written request to the Board within thirty (30) days of such hearing decision for a review thereof. The determination of the Board upon reviewing any such hearing decision shall in all events be dispositive. Notwithstanding the foregoing, ARC approval is not required for improvements or changes to the interior of a Home which are not visible from the exterior of a Home.

3. Deviations. The ARC has the right to deviate from the provision of these Architectural Review Requirements for reasons of practical difficulty or particular hardship which otherwise would be suffered by any Owner without consent of the Owner of any adjoining or adjacent Home. Any deviation, which shall be memorialized in a written agreement, shall not constitute a waiver of any restriction or provision of these Architectural Review Requirements as to any other Home. The granting of a deviation or variance shall not nullify or otherwise affect the right to require strict compliance with the requirements set forth herein on any other occasion. Notwithstanding the foregoing, the ARC shall not enforce any policy or restriction that is inconsistent with the rights and privileges of Owners set forth in the Declaration or these Architectural Review Requirements.

4. Right to Act. The ARC may enforce the Declaration or these Architectural Review Requirements upon its own volition, or upon the request of any Owner(s) and/or the Board.

5. Procedure. In order to obtain the approval of the ARC, each Owner shall observe the following:

5.1 Application. Each applicant shall submit an application to the ARC with respect to any proposed improvement or material change in an improvement, together with the required application fee(s) as established by the ARC. The current application form is attached hereto as "Exhibit A" and is available online at: www.SolivitaHOA.com. All applications must also include written permission from the Owner of a neighboring property if the contractor must go over the property of that neighbor to perform the work described in the Application.

5.2 Plans Generally. The ARC may require, at its discretion, up to three (3) complete sets of all plans and specifications for any improvement or structure of any kind, including without limitation, any building, fence, wall, swimming pool, tennis court, enclosure, decorative building, landscape device or object, or other improvement, the construction or placement of which is proposed upon any Home, which plans shall include the proposed elevation of all floor slabs and pool decks, and three (3) complete sets of the drainage grading plan, tree survey, lot survey, color plan, and materials designation plan for such improvement or structure.

5.3 Revised Plans. Preliminary plans and drawings must be submitted to the ARC, and approval of the same obtained. The ARC may require the submissions of revised plans and specifications if initial plans must be revised. All plans and drawings submitted must be signed by the contractor who prepared such plans and drawings and the Owner of the Home and must include (unless waived by the ARC) the following:

5.3.1 A copy of the current certified survey of the Home showing the proposed location of the improvement, grade elevation, contour lines, location of all proposed paved areas, and location of all existing trees.

5.3.2 A landscape plan including a graphic indication of the location and size of all plan materials on the site (existing and proposed), and the Latin and/or common names of all plants and their planted size.

5.3.3 The ARC may also require the submission of a sample(s) of proposed building materials and colors to be used.

5.4 Incomplete Application of Supplemental Information Required. In the event the information submitted to the ARC is, in the ARC's opinion, incomplete or insufficient in any manner, the ARC may request and require the submission of additional or supplemental information. The applicant shall comply with the request within fifteen (15) days thereafter.

5.5 Quorum. A majority of the ARC shall constitute a quorum to transact business at any meeting. The action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARC. Meetings of the ARC must be open to all members of Association.

5.6 Time for Review. The ARC shall approve or deny the application in writing no later than thirty (30) days after receipt of all information required by the ARC for final review. The ARC shall have the right to disapprove any plans and specifications which are not suitable or desirable, in the ARC's sole discretion, for aesthetic or any other reasons or to impose qualifications and conditions thereon. In approving or disapproving such plans and specifications, the ARC shall consider the suitability of the proposed improvements, the materials which the improvements are to be built, the site upon which the improvements are proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent neighboring property.

5.7 Rehearing. In the event that the ARC disapproves any plans and specifications, the applicant may request a rehearing by the ARC for additional review of the disapproved plans and specifications. The meeting shall take place no later than thirty (30) days after written request for such meeting is received by the ARC, unless applicant waives this time requirement in writing. The ARC shall make a final written decision no later than thirty (30) days after such meeting.

5.8 Appeal to Board. Upon final disapproval (even if the members of the Board and ARC are the same), the applicant may appeal the decision of the ARC to the Board within thirty (30) days of the ARC's written review and disapproval. The appeal must be in writing and submitted to the Board Secretary. Review by the Board shall take place no later than thirty (30) days subsequent to the receipt by the Board Secretary of the Owner's appeal request. The Board shall make a final decision no later than sixty (60) days from the date the written request for appeal is received by the Board Secretary. The decision of the ARC, or if appealed, the Board, shall be final and binding upon the applicant, his heirs, legal representatives, successors and assigns.

5.9 Procedures. The ARC shall adopt additional procedures and forms necessary to carry out its responsibilities under the Declaration and these Architectural Review Requirements as amended from time-to-time.

6. The Criteria.

6.1 Alterations. Any and all alterations, deletions, additions and changes of any type or nature whatsoever to then existing improvements or the plans or specifications previously approved by the ARC shall be subject to the approval of the ARC in the same manner as required for approval of original plans and specifications.

6.2 Time for Completion. Construction of all improvements shall be completed within the time period set forth in the application as amended and approved by the ARC.

6.3 Permits. The Owner is solely responsible to obtain all required building and other permits from all governmental authorities having jurisdiction and is responsible for compliance with all applicable building and zoning codes.

6.4 Harmony and Appearance. The ARC shall have the right of final approval of the exterior appearance of Homes including the harmony of the architectural design with other Homes within the community including, but not limited to, the quality and appearance of all exterior building materials.

6.5 Architect. All Homes and structural improvements and buildings within Solivita shall be designed by a Florida licensed architect.

6.6 Setbacks. Each owner is responsible for compliance with any building codes and setback regulations. The minimum front, side and rear setbacks and minimum square footage for all Homes in the Community shall be as required by the Polk County Zoning Code and/or applicable municipal code and/or Florida Building Code, whichever is more restrictive.

6.7 Type. No building shall be erected, altered, placed or permitted to remain on any residential Lot other than a Home. Unless approved by the ARC as to use, location and architectural design, no garage, tool or storage room, playhouse, screened enclosure, greenhouse, or other structure may be constructed separate and apart from any residential building nor any such structure(s) be constructed prior to construction of the main residential dwelling.

6.8 Work Commencement. No work shall commence prior to approval by the ARC. No foundation for a building shall be poured, nor pilings driven, nor shall construction commence in any manner or respect, until the layout for the building is approved by the ARC. It is the purpose of this approval to assure that removal of desirable existing trees is minimized and that the building is placed on the Lot in its most advantageous position.

6.9 Exterior Color Plan. The ARC shall have final approval of all exterior color plans including materials and each Owner must submit to the ARC a color plan showing the color of all exterior surfaces which shall include samples of the actual colors to be utilized and the materials. The ARC shall determine whether the color plan and materials are consistent with the Homes in the surrounding areas and that they conform with the color scheme of the Community. The color plan must be submitted prior to construction or repainting. The ARC, at the direction of Association, reserves the right, and is hereby given the right, to determine that any building in the Community is in need of outside painting. In the event the determination is made that a building requires outside painting, the ARC shall give the Owner(s) of such building notice of such determination, which notice shall be accompanied by the demand that such Owner(s) comply with such demand within forty-five (45) days after the mailing of such notice. Reference Master Declaration section 21.30 Paint. In the event such Owner(s) fail to comply with such notice and demand, the Association shall have the right, but not the obligation, to cause such outside painting to be done and performed, and shall make an Individual Assessment against the Owner(s) to recover the costs of such outside painting, including, without limitation, an administrative fee equal to the greater of $50 or 15% of the cost of such work, and shall have full lien rights against the Home as set forth in the Declaration.

Notwithstanding the foregoing, in the event a determination is made that a Paired Residence is in need of outside painting, Association shall:

(i) be responsible for such outside painting;

(ii) make an Individual Assessment against the Owner(s) to recover the costs of such outside painting; and

(iii) have full lien rights against the Paired Residence as set forth in the Declaration.

6.10 Roofs, Eaves and Gables. All roofs, including the replacement of all or any part of a roof, must be approved by the ARC. All required heat and plumbing vents shall not penetrate the roof on the road-side of the building unless determined to be absolutely necessary by the ARC or unless the vents were installed on the road-side by Developer when the Home was built. A sample of the material to be used, including the color of the material, must be submitted with the application for approval of a roof or for the replacement of a roof with any material other than the existing material. All roof main spans shall have a slope or pitch of a minimum of five feet of rise for each twelve feet of lateral distance, or 5/12. Roofing materials shall be cement tiles, metal, or other materials of similar usable life approved by the ARC.

6.11 Window Frames. Window frames must be anodized, vinyl-coated, fiberglass, "Fibrex," or electrostatically painted. If a window frame is steel, the color should be in harmony with the exterior of the Home. No mill finish aluminum color will be allowed.

6.12 Front, Rear and Side Facades. The treatment of the rear and side facades will be similar to that of the front elevations of the Home and similar materials (as determined by the ARC) will be used.

6.13 Garages. No carports will be permitted. Garage doors may have embossed facing window panels (but only in the upper panel of the garage door). All garage doors must be color compatible with the Home exterior. Garage doors must be functional at all times and be equipped with automatic door openers.

6.14 Driveway and Walkways. All replacement driveways and/or walkways must be constructed in the same style and of the same materials, or if no exact match is available materials closely matching, utilized by the original builder in the construction of the original driveway and/or walkway. All requests for the extension or modification of a driveway must be submitted to the ARC with an application and lot survey. No painting is allowed and only clear coat sealants may be used.

6.15 Signs. The following signs shall be permitted:

6.15.1. Such signs as Association shall establish as being necessary for purposes of orientation, directional, or traffic control.

6.15.2. Such signs as are presently authorized to developers and builders until such time as the Lots are sold. Notwithstanding anything to the contrary herein, contractors may place permit boards on a Lot when required by the county code. Such signs must be removed immediately upon completion of construction. No contractor signs are allowed.

6.15.3. Owners shall not display or place any sign of any character, whatsoever, including "for rent," "for sale" or brokerage signs on the Association Property. Association will be responsible for providing and placing any and all signage on Association Property which is properly applied for by Owner.

6.15.3.1 Owner must use the current approved vendor Association signage order form which may be obtained from the Association. Owner must submit the signage order form for sign placement no less than thirty (30) days prior to the date which Owner desires to have a "for sale/rent" sign placed on any Lot. All signs will be standard and uniform in size, color, quantity and quality for all Lots.

6.15.4 No other signs of any kind shall be displayed in the public view on any property within Solivita and all Owners of property subject to these Architectural Review Requirements do hereby grant to Association and the ARC, the right to enter upon their property for the purpose of removing any unauthorized signs.

6.16 Games, Play Structures and Recreational Equipment. No basketball-backboard, outdoor play equipment, skate board ramp, swing set, gym, sand box, nor any other fixed or portable game or play structure including, but not limited to, portable goals, platform, dog house, playhouse or structure of a similar kind or nature shall be constructed on any part of a lot located within sight of the street or any neighboring properties unless properly screened as determined by the ARC.

6.17 Fences and Walls

6.17.1 No fence or walls shall be constructed on any Home without the prior approval of the ARC. The ARC may require the composition and color of any fences or walls to be consistent with the material used in the Home, surrounding Homes and other fences, if any. The use of landscaping is to be encouraged in place of walls and fences. No chain link fences will be permitted. All fenced-in areas will be the landscape maintenance responsibility of the Owner unless the Owner provides gate access with a minimum width of forty-two inches (42") to the landscape maintenance provider. If a hedge is required to be installed in front of the fence, the Owner will be responsible for maintaining the hedge at a height no higher than the height of the fence. If there is no fence but only a hedge, the hedge shall be maintained by the Owner at a height of six feet or less. The ARC may adopt sample standards by which fences and walls may be built.

6.17.2 Any and all fencing/walls located on the Community Property shall be subject to the "Fencing Guidelines" attached hereto and incorporated herein by reference as Exhibit C. The ARC may withhold its consent for the installation of any fence or wall that does not meet the Fencing Guidelines and any standards set forth herein. Without limiting any other provision hereof, the ARC may require supplemental planting and/or ground cover to enhance the appearance of any fencing.

6.17.2.1 Interior Lots. Fences outside the buildable area of the site shall not exceed four Feet (4') in height.

6.17.2.2 Property Lines. Fences on property lines shall only be permitted along the Interior rear and interior side yards. All such fences shall not extend forward of the constructed building edge of the Home on Front Yard and Side Yard streets. Fences along golf courses, lakes, ponds, or open public spaces shall be installed a minimum of five (5') from the property line.

6.18 Landscaping Criteria. Basic landscaping plans for such items as landscape rocks, curbing/edging, up lighting and/or landscape lighting for landscape beds at each Home, or the modification to any existing landscaping plan must be submitted to and approved by the ARC. Use of landscape rocks, curbing/edging, up lighting, and/or landscape lighting is at the Owner's sole responsibility and risk and at Owner's sole cost and neither HOA or landscape contractor is not responsible for damage. All landscaping must be installed as to fit in with neighboring properties. The ARC may reject the landscape plan based upon its review of its overall design and impact. Such landscaping plan must detail the location and dimensions of beds and also planting materials. New plantings shall require the Owner to maintain such area at such Owner's own cost or pay to the Association the additional cost of maintaining new plantings as determined by the Association as the Association shall only maintain landscaping as installed by Developer or the Association. The planting of dangerous plants resulting in unusual or excess debris will not be permitted. No invasive or non-native plants (e.g., melaleuca, Brazilian pepper), or fruit bearing trees are permitted. No landscaping shall be removed without prior written approval of the ARC. Each Owner is solely responsible for

compliance with landscaping and zoning codes. ("**Drainage Improvements**") attached hereto and incorporated herein by reference as Exhibit D. Owners who wish to install a drainage pipe from the residential unit which will enter onto PCDD land or drain into a PCDD pond must submit an application and receive prior approval from the PCDD. Subject to an application fee.

6.18.1 Decorative Landscape Stones. ARC approved landscape stones for plant beds are: tan or gray river rock, gray, brown or red lava rock. Faux stone coverings and/or boulders shall be subject to the approval by the ARC. The Association is not responsible for adding or replacing landscape stones. Use of landscape stones is the Owner's sole responsibility and risk and at Owner's sole cost.

6.18.2 Rubber Mulch. ARC approved colors for rubber mulch in plant beds: brown, black or red. The Association is not responsible for adding or replacing rubber mulch. Use of rubber mulch is the Owner's sole responsibility and risk and at Owner's sole cost.

6.19 Swimming Pools. Swimming pools are not permitted without prior approval of the ARC. Above ground pools are not permitted. Any swimming pool to be constructed shall be subject to the requirements of the ARC, which include, but are not limited to, the following:

6.19.1 Composition to be of material thoroughly tested and accepted by the industry for such construction;

6.19.2 No lighting of a pool or other recreation area shall be installed without approval of the ARC, and if allowed shall be designed for recreation character so as to buffer the surrounding Homes from the lighting;

6.19.3 All applications for the installation of a swimming pool must be accompanied with a copy of a current certified survey of the Home and the proposed pool and a building permit. The pool must comply with all applicable set-back requirements. All applications must also include written permission from the Owner of a neighboring property if the contractor must go over the property of that neighbor to build the proposed pool;

6.19.4 Pool Filter. Equipment must be placed out of view of neighboring properties and the noise level to neighboring properties must be considered in locating equipment. Pool equipment should be located a minimum of five feet (5') from the property line and in a location which is least intrusive to neighboring properties. If garages are located along property lines, then pool equipment may be located between parallel garage walls within the five foot (5') setback, but no greater than three feet (3') from the property line. The need to screen equipment may be necessary. All screening must have the prior written approval of the ARC and must be color compatible with the Home.

6.19.5 Pool Heating. Equipment must comply with all applicable building, zoning and fire codes. Such equipment must be hidden or screened with landscaping material. All screening must have the prior written approval of the ARC.

6.20 Screened Enclosures. No screened enclosure shall be installed unless approved by the ARC. The approval of the ARC may address color, height, setbacks, buildable area radius, and other like factors. The ARC may adopt sample standards by which screened enclosures may be built.

6.20.1 The screening of front porches and entryways must comply with all applicable building, zoning and fire codes. Screen enclosures should be white or bronze for all structural components with charcoal screens, unless otherwise provided by the ARC. In addition, the ARC has adopted sample standards by which the screening may be built.

6.20.2 Pool screen enclosures should be white or bronze for all structural components with charcoal screens, unless otherwise provided by the ARC, other than those portions of the pool enclosures which exist entirely within the buildable area of the site.

6.20.3 Pool screen enclosures should be no wider than the width of the building to which they are attached less five feet (5') with the side extremes of the enclosure inset a minimum of two foot six inches (2'-6") from the end corners of the buildings to which they are attached.

6.21 Courts. Tennis courts, play courts and game courts are not permitted within Lots.

6.22 Garbage and Trash Containers. No Home shall be used or maintained by an Owner as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and, except during pickup if required, shall be placed at the curb. All containers shall be kept out of public view from the front of a Home and from neighboring properties.

6.23 Temporary Structures. No structure of a temporary character, including but not limited to trailer, basement, tent, shack, garage, barn or other out building shall be used at any time as a temporary or permanent dwelling.

6.24 Window(s)/ Wall Air Conditioning Units. No window or wall air conditioning unit may be installed in any window or exterior wall of a Home.

6.25 Mailboxes. No mailbox, paper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected on any Home unless and until the size, location, design and type of material for such receptacle shall have been approved by the ARC. The Association may select a uniform style of mailbox, approved number decals, HOA logo, and post for Homes. Each mailbox, numbers, and post shall be maintained in good condition by the Owner having the use of such mailbox and post. Tandem boxes shall be jointly maintained, with each Owner contributing equally for maintenance and repair costs.

6.26 Utility Connections. Building connections for all utilities, including but not limited to, water, electricity, telephone and television shall be run underground from the property connecting points to the building structure in such a manner to be acceptable to the governing utility authority.

6.27 Antenna. All outside antennas, antenna poles, antenna masts, electronic devises, satellite dish antennas, or antenna towers are subject to the prior approval of the ARC. The ARC may require that all such items be screened from view and that the installation of the antenna comply with all applicable safety restrictions, including any restrictions as to location and height of antenna as imposed by applicable fire codes, electrical codes, zoning codes, and building codes. A one-meter satellite dish may be installed with the prior approval of the ARC.

6.28 Flags. The installation of a flag pole to display the United States of America flag, State of Florida flag or the United States Army, Navy, Air Force, Marine Corps, Coast Guard, Space Force or POW-MIA flag is considered an Express Approval as long as the following guidelines are followed:

6.28.1 Owner may install one (1) portable, removable United States of America flag or official flag of the State of Florida, displayed in a respectful manner, and;

6.28.2 One (1) portable, removable official flag not larger than 4½ feet by 6 feet displayed in a respectful manner, which represents the United States Army, Navy, Air Force, Marine Corps, Coast Guard, Space Force or POW-MIA flag.

6.28.3 In addition, Owner may install one (1) freestanding flagpole no more than twenty feet (20') high on any portion of such Owner's Lot, so long as the flagpole does not obstruct sightlines at intersections and is not erected within an easement, from which the Owner may display, in a respectful manner without prior ARC approval, said flags listed above.

6.29 Holiday Lights and Decorations. This provision applies to all holidays throughout the year. Holiday lights and decorations may be put up on Homes within Solivita so long as the lights do not create a nuisance as set forth in the Declaration (i.e. no unacceptable spillover to adjacent Home and does not cause excessive traffic). Any lights and decorations for holidays other than the seasonal lights

allowed between November 15 and January 15 may be put up no more than seven (7) days before said holiday and shall be taken down no more than seven (7) days after said holiday.

Reference **Declaration Section 21.9 Decorations**: holiday lighting and decorations shall be permitted to be placed upon the exterior portions of the Home and upon the Lot in a manner permitted hereunder commencing on Thanksgiving and shall be removed not later than January 15th of the following year. The ARC may establish standards for holiday lights. The ARC may require the removal of any lighting that creates a nuisance.

6.30 Additions. Rainwater from a new addition roof or new grade of Home terrain must not run onto neighboring property as to create a nuisance. The location of all windows in a new addition must not adversely affect the privacy of adjoining neighbors. Each Owner is responsible for maintaining established drainage patters on the Lot of the Home so as not to adversely affect drainage in any portion of Solivita. ("**Drainage Improvements")** attached hereto and incorporated herein by reference as Exhibit D. Owners who wish to install a drainage pipe from the residential unit which will enter onto PCDD land or drain into a PCDD pond must submit an application and receive prior approval from the PCDD. Subject to an application fee.

6.31 Awnings and Shutters. All awning and shutters (other than those installed by Developer) must be approved for aesthetic appearance only by the ARC and must be a color compatible with the exterior of the Home. Removable storm shutters shall be stored in the Home or garage. Reference Master **Declaration Section 21.19 Hurricane Shutters**.

6.32 Doors. The replacement of exterior doors must be color compatible with the exterior of the Home. All exterior entrance doors must be compatible with the neighborhood. All changes are subject to ARC approval.

6.33 Glass Block. The use of glass block on an existing Home or the use of glass block in an addition to an existing Home is subject to the approval of the ARC.

6.34 Storage Sheds. All storage sheds are prohibited.

6.35 Gutters, Solar Collectors, Solar Tubes, Garage Door Vents, and Attic Fans. All gutters shall be compatible with the exterior house color, trim color and window metal color. Gutter down spouts must not concentrate water flow onto neighboring properties. Gutters, solar collectors, solar tubes, garage door vents, and attic fans are permitted with ARC approval.

6.36 Statuary, Wall Art, Outdoor Furniture, and Benches. A Lot survey indicating where statuary, wall art, and/or outdoor furniture and benches will be placed, its size, quantity, and photos must be included with the ARC application. All statuary, wall art, and/or outdoor furniture must first receive the written approval of the ARC.

6.36.1 Statuary is defined as any object whether composed of metal, wood, rock or artificial substance which is to be placed on exterior of Home and/or within a planting bed. Examples include birdfeeders and birdbaths, fountains, ornaments, sculptures, etc.

6.36.2 All Statuary to be placed in a front yard can be no larger than thirty-six inches (36") high and thirty-six inches (36") wide. All statuary must be placed so as to fit into a planting bed.

6.36.3 Rear yard Statuary must be no larger than thirty-six inches (36") long, thirty-six inches (36") high and thirty-six inches (36") wide. It should be placed in such a manner as to not be obtrusive to your neighbor on either side or rear of the Home.

6.36.4 Statuary that has moving parts must be so noted on the ARC Application. Any statuary with electric motors must be placed in such a way as to not disturb neighbors.

6.36.5 Fountains may be no more than sixty inches (60") high and must be in working order and properly maintained at all times. Fountains are subject to ARC approval. Fountain water must be treated to prevent mosquitoes.

6.36.6 All wall art to be placed on the exterior of a Home must first receive the written approval of the ARC.

6.36.7 All outdoor furniture and benches located on the exterior of the Home must be located in a planting bed and must be maintained at all times. All outdoor furniture and benches must first receive the written approval of the ARC.

6.36.8 Wreath(s) and artificial vegetation. All wreath(s) and artificial vegetation are subject to ARC approval and must be well maintained and harmonious with the exterior of the Home.

6.37 Trellises, Arbors, Pergolas, all other Outdoor Structures, and Pots. All installation must be approved by the ARC. ARC Applications for any item included in this Section must include the item's size, pictures of the item, a drawing indicating proposed location on the Lot.

6.37.1 Trellises must be black, white, or bronze.

6.37.2 Pots must be in harmony with the size and location of plant bed(s). The ARC has the right to approve or disapprove the quantity of pots in any exterior plant bed(s).

6.37.3 Any pot or outdoor item and placed in a planting bed in the proposed location approved by the ARC shall be placed at Owner's sole risk and Association and Association vendors are not liable for damage caused to said items.

6.37.4 The installation of decorative landscape fences is prohibited.

6.38 Generators. All Home generators must be approved by the ARC and must comply with all applicable codes and ordinances. All Home generators must be landscaped or otherwise screened from view. Generators may only be used during power outages and in accordance with applicable codes and ordinances. Generators may be tested as provided in the Declaration.

7. Express Approval – 30 days. Notwithstanding any provision herein to the contrary, unless the ARC disapproves one of the following proposed improvements within thirty (30) days after the ARC Re-paint house exteriors and trims in the identical color previously approved by the ARC receives written request for such approval, the request for such improvement shall be deemed approved by the ARC. All references in this paragraph to "identical" shall mean that such item shall be replaced with an item that is identical in all aspects to the existing item (i.e., the identical style, texture, size, color, type, etc.).

7.1 Re-surface existing driveways in the identical color/ material previously approved by the ARC.

7.2 Replace existing mailbox with identical mailbox previously approved by the ARC.

7.3 Replace existing roof with identical roof material.

7.4 Replace existing hurricane shutters with identical hurricane shutters previously approved by the ARC.

8. Express Approval - 5 Days. Notwithstanding any provision herein to the contrary, unless the ARC disapproves one of the following proposed improvements within five (5) days after the ARC receives written request for such approval, the request shall be deemed approved by the ARC.

8.1 Installation of an antenna designed to receive direct broadcast satellite services, video programming services via multipoint distribution services, and/or television broadcast services.

8.2 Installation of a satellite earth station antenna that is one (1) meter or less in diameter.

9. Deviations. No Construction may commence until the final plans and specifications have been approved by the ARC. No deviations from the approved plans and specifications shall be permitted. If a deviation is discovered, the ARC may require work to be stopped until the deviation is corrected. The Association may withhold issuance of its Certificate of Compliance if the completed construction deviates from the ARC approved plans. The Association may take appropriate action against the responsible parties to require conformance to the ARC approved plans.

10. Administrative Fees and Compensation. As a means of defraying its expense, the ARC may institute and require a reasonable filing fee to accompany the submission of the preliminary plans and specifications, to be not more than one fourth of a percent (1/4%) of the estimated cost of the proposed improvement, subject to a minimum fee of Twenty-Five and no/100 dollars ($25.00). No additional fee may be required for re-submissions. No member of the ARC shall be entitled to any compensation for services performed pursuant to these Architectural Review Requirements. In addition, if special architectural or other professional review is required of any particular improvement, the Owner may also be responsible for reimbursing the ARC for the cost of such a review.

11. Liability. Notwithstanding the approval by the ARC of plans and specifications submitted to it or its inspection of the work in progress, the ARC, Developer, Association, and/or their affiliates nor any other person acting on behalf of any of them, shall be responsible in any way for any defects in any plans or specifications or other material submitted to the ARC, nor for any defects in any work completed pursuant thereto. Each Owner submitting plans or specifications to the ARC shall be solely .. responsible for the sufficiency thereof and the adequacy of improvements constructed pursuant thereto. In no event shall the ARC, Association, or Developer and/or their affiliates owe any duty to any Owner or any other party with respect to the quality of the construction or the compliance of the construction with approved plans and specifications and the respective Owner shall indemnify and hold harmless the ARC, Association, and Developer and/or their affiliates from any and all claims resulting there from including reasonable attorneys' and paraprofessional fees and costs. The approval of any proposed improvements or alterations by the ARC shall not constitute a warranty or approval and no member or representative of the ARC or the Board shall be liable for, the safety, soundness, workmanship, materials or usefulness for any purpose of any such improvement or alteration nor as to its compliance with governmental or industry codes or standards. By submitting a request for the approval of any improvement or alteration, the requesting Owner shall be deemed to have automatically agreed to hold harmless and indemnify the aforesaid members and representatives, Developer and/or their affiliates and the Association, generally, from and for any loss, claim and/or damages connected with such aspects of the improvements or alterations.

12. Construction by Owners. The following provisions govern construction activities by Owners after consent of the ARC has been obtained:

12.1 Miscellaneous. Each Owner shall deliver to the ARC copies of all construction and building permits as and when received by the Owner. Each construction site in Solivita shall be maintained in a neat and orderly condition throughout construction. Construction activities shall be performed on a diligent, workmanlike and continuous basis. Roadways, easements, swales, Community Property and other such areas in Solivita shall be kept clear of construction vehicles, construction materials and debris at all times. No construction office or trailer shall be kept in Solivita and no construction materials shall be stored in Solivita subject, however, to such conditions and requirements as may be promulgated by the ARC. All refuse and debris shall be removed or deposited in a dumpster on a daily basis. No materials shall be deposited or permitted to be deposited in any canal or waterway, Community Property, or other Homes in Solivita or be placed anywhere outside of the Home upon which the construction is taking place. No hazardous waste or toxic materials shall be stored, handled or used, including without limitation gasoline and petroleum products, except in compliance with all applicable federal, state and local statutes, regulations and ordinances, and they shall not be deposited in any manner on, in or within the construction or adjacent property or waterways. All construction activities shall comply with these Architectural Review Requirements. Any permit

boards or signs must be removed immediately upon completion of construction and work activities shall comply with these Architectural Review Requirements. In the event an Owner fails to comply with the foregoing, the ARC shall have the right, but not the obligation, to cause the boards and/or signs to be removed and to charge an Individual Assessment against the Owner to recover the cost of removal including, without limitation, an administrative fee equal to the greater of $50 or 15% of the cost of such removal.

12.2 Required Lists. There shall be provided to the ARC a list (name, address, telephone number and identity of contact person), of all contactors, subcontractors, materialmen and suppliers (collectively "Contractors") and changes to the list as they occur relating to construction. Each builder and all of its employees and contractors and their employees shall utilize those roadways and entrances into Solivita as are designated by the ARC for construction activities. The ARC shall have the right to require that each builder's and contractor's employees check in at the designated construction entrances and to refuse entrance to persons and parties whose names are not registered with the ARC.

12.3 Owner Responsibility. Each owner is responsible for insuring compliance withal terms and conditions of these Architectural Review Requirements by all of its employees and Contractors. In the event of any violation of any such terms or conditions by any employee or Contractor, or, in the opinion of the ARC, the continued refusal of any employee or Contractor to comply with such terms and conditions, after (5) days' notice and right to cure, the ARC shall have, in addition to the other rights hereunder, the right to prohibit the violating employee or Contractor from performing any further services in Solivita. Each Owner is responsible for restoring any Community Property damaged or destroyed by work activities of such Owner's Contractor(s).

12.4 ARC Standards. The ARC may, from time to time, adopt standards governing the performance or conduct of Owners, contractors and their respective employees within Solivita. Each Owner and contractor shall comply with such standards and cause its respective employees to also comply with same. The ARC may also promulgate requirements to be inserted in all contracts relating to construction within Solivita and each Owner shall include the same therein.

13. Inspection. There is specifically reserved to Association and ARC and to any agent or member of either of them, the right of entry and inspection upon any portion of Solivita for the purpose of determining whether there exists any violation of the terms of any approval or the terms of the Declaration or these Architectural Review Requirements. Without limiting the foregoing, the ARC shall have the right to make or cause inspections during the construction of any structure or improvement to ensure that such structure or improvement is being constructed in accordance with the plans previously submitted to and approved by the ARC.

14. Violation. If any improvement shall be constructed or altered without prior written approval, or in a manner which fails to conform with the approval granted, the Owner shall, upon demand of Association or the ARC, cause such improvement to be removed, and restored to its original condition until approval is obtained or in order to comply with the plans and specification originally approved. The Owner shall be liable for the payment of all costs of removal or restoration including, without limitation, all costs and attorney's fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, incurred by Association or ARC. The costs shall be deemed an Individual Assessment and enforceable pursuant to the provisions of the Declaration. The ARC and/or Association is specifically empowered to enforce the architectural and landscaping provisions of the Declaration and these Architectural Review Requirements, by a legal or equitable remedy.

15. Court Costs. In the event that it becomes necessary to resort to litigation to determine the propriety of any constructed improvement or to cause the removal of any unapproved improvement, if the Association prevails the Association and/or ARC shall be entitled to recover court costs, expenses and attorneys' fees and paraprofessional fees at all levels, including appeals, in connection there with.

16. Supplemental Exculpation. Developer, Association, the Directors or Officers of the Association, the ARC, the members of the ARC, and any person acting on behalf of any of them, shall not be liable for any cost or damages incurred by any Owner or any other party whatsoever, due to any mistakes in judgment, negligence, or any action of Developer, Association, ARC or their members, officers, or directors, in connection with the approval or disapproval of plans and specifications except as otherwise provided by law. Each Owner agrees, individually and on behalf of Owner's heirs, successors and assigns by acquiring title to a Home, that they shall not bring any action or suit against Developer, Association or their respective directors or officers, the ARC or the members of the ARC, or their respective agents, to recover any damages caused by the actions of Developer, Association, or ARC or their respective members, officers, or directors in connection with enforcement of the Architectural Review Requirements, except as otherwise provided by law. Developer, Association, its directors or officers, the ARC or its members, or any person acting on behalf of any of them, shall not be responsible for any defects in any plans or specifications or the failure of same to comply with applicable laws or code nor for any defects in any improvements constructed pursuant thereto. Each Owner submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

17. Amendments to Architectural Review Requirements. The ARC shall recommend from time to time to the Board modifications and/or amendments to these Architectural Review Requirements. Any modifications or amendments to these Architectural Review Requirements shall be consistent with the provisions of the Declaration, and shall not be effective until approved by the Board, and, prior to the Community Completion Date by Developer. Notice of any modification or amendment to these Architectural Review Requirements, including a verbatim copy of such change or modification, shall be posted within Solivita, provided, however, the posting of notice of any modification or amendment to these Architectural Review Requirements shall not constitute a condition precedent to the effectiveness or validity of such change or modification.

EXHIBIT A

SOLIVITA HOMEOWNERS ASSOCIATION, INC.

ARCHITECTURAL REVIEW APPLICATION

Homeowner Name: _____

Property Address: _____

Lot #: _____ Phase: _____ Phone: _____ Email: _____

Please select the category of the request: (Only 1 Change Request Per Application)

□ Fence	□ Exterior Color Change	□ Landscaping	□ Pavers
□ Screen enclosure	□ Exterior Color Same	□ Patio	□ Roof
□ Swimming Pool	□ Solar Collectors	□ Gutters	□ Other
□ Lawn Ornament			

I hereby request consent to make the following change, alteration, renovation, and/or addition to my property **(Describe the change, addition & installation, and the location)**:

_____

_____

_____

THIS SECTION MUST BE COMPLETED

☐ The work will be performed by a contractor. (Please provide a copy of their license and proof of insurance.)

☐ The work will be performed by a homeowner. (Please read and initial statement below.)

_____ The ***applicant a/k/a homeowner holds the association and its management agent harmless in the event that the applicant plans on initiating and performing the improvements themselves.***

ALL the applications must include the following documents/ information when submitted, for the request to be reviewed & considered by the Committee:

- Signed Application by the Property Owner or Power of Attorney
- Paint Change must include Color Samples or Swatches
- Drawing(s) or Sketch with the size or dimension(s)of the change or additions
- Color Picture(s) of samples and materials for the proposed change(s)
- Official Property Survey or Polk County Aerial map marked with the location
- Copy of the contract or proposal indicating the height, materials, shape, color(s) name, and samples along with the Contractor's Business License & Insurance
- All Landscape must include Drawing(s) or Sketch with the size or dimension(s) of the change(s) or addition(s) and a copy of the Official Property Survey or Polk County Aerial map marked with the location of the landscape change(s)

In the accordance with the Declaration of Covenants, Conditions and Restrictions and the Association's Rules and Regulations, Installation must conform exactly to the approval and the Association's guidelines. Any variancecould result in violations and/or fines. I agree not to begin any property improvement(s) until I have been notified in writing of the approval. I understand that the responsible Board and/or Committee has up to thirty days (depending on governing documents) to review and either approve or disapprove this Application for the Alteration(s). No response is an automatic DENIAL. If any change is made that has not been approved, the responsible Board/Committee has the right to ask me to remove the improvement from my property.

Signature of Owner(s):_____ Date:_____

Date Received by Staff Member: _____ Completion Date:_____

Evergreen Lifestyles Management
Solivita- 395 Village Dr. Suite C Kissimmee, FL 34759 Telephone: 863-427-7022 or 863-427-7032
Email: compliance@solivitahoa.com

SOLIVITA HOMEOWNERS ASSOCIATION, INC.

ARCHITECTURAL REVIEW APPLICATION

Your approval is subject to the following:

- You are responsible for obtaining any necessary permits from the appropriate Building Department(s).
- Access to areas of construction is only allowed through your property and you are responsiblefor any damages done to the common areas during construction.

The Architectural Review Committee shall have no liability or obligation to determine whether such improvement, alteration, and addition comply with any applicable law, rule, regulation, code, or ordinance. IT IS UNDERSTOOD AND AGREED THAT **"Solivita" AND "Evergreen LifestylesManagement.".,** ET AL, ARE NOT REQUIRED TO TAKE ANY ACTION TO REPAIR, REPLACE OR MAINTAIN ANY SUCH APPROVED CHANGE, ALTERATION OR ADDITION, OR ANY STRUCTURE OR ANY OTHER PROPERTY. THE HOMEOWNER AND ITS' ASSIGNS, ASSUME ALL RESPONSIBILITY ANDCOST FOR ANY ADDITION OF CHANGE AND ITS FUTURE UP KEEPAND MAINTENANCE.

- If there is damage to common areas during construction, the homeowner will be notified and must satisfactorily repair the damages. The Homeowner is required to notify the Community Association Manager, once the construction is complete so verification can be made that thereare no outstanding damages.

ARC COMMITTEE USE ONLY – DO NOT WRITE IN THE BOX BELOW

This Application is hereby: □ ***Approved*** □ ***Disapproved*** □ ***Approved W/ Conditions***

Date_____**Signature** _____

Explained Conditions:

_____

_____

Explained Disapproval:

_____

_____

Evergreen Lifestyles Management
Solivita- 395 Village Dr. Suite C Kissimmee, FL 34759 Telephone: 863-427-7022 or863-427-7032
Email: compliance@solivitahoa.com

EXHIBIT B

FEE SCHEDULE

Estimated Fees are as follows:

1. Express Approval Items: No Charge.

2. Structural Changes: Association's actual costs of review plus ten percent (10%). Actual costs may include, without limitation, architect and engineer fees.

EXHIBIT C

FENCING GUIDELINES

As per the amended and restated Solivita Declaration Section 16.47 Fences and Walls, no walls or fences shall be erected or installed without the prior written approval of the Architectural Review Committee. These guidelines are presented to provide a clear understanding of the fencing requirements within the Community.

The use of landscaping is encouraged in place of walls and fences. Landscaping of minimum installed height of 24 inches and maximum maintained height of 48 inches planted at 24 inches on center may be required around the exterior of residential fences or walls. The new plantings shall require the Owner to maintain such area at such Owner's own cost or pay to the Association the additional cost of maintaining the new plantings as determined by the Association. The additional costs will be billed annually by the Association directly to the homeowner.

No fence shall be approved that impedes drainage on or adjacent to the lot.

Fences and walls shall be maintained by the applicant in a "like new" condition at all times.

In areas where property faces two roadways, or is located in any area constructed to be a comer lot, no fence or wall shall be located within the clear visibility triangle as established within the Polk County land Development Code Section 711.

Pool enclosure safety barrier fencing shall not be less than four feet (4') in height per Polk County Land Development Code Section 210.

Only **black, or bronze** rail aluminum fences may be permitted with a maximum height not to exceed four feet (4'). Fencing style shall be similar to the "Ascot" as manufactured by "Alumni-Guard". Fencing shall have 2" square posts with minimum 5/8" square pickets. Spacing shall be governed by code requirements if applicable, but no less than the minimum prescribed. Access gates will be required for all fencing with minimum width of 42". All gates must be equipped with spring-loaded, self-closing hinges and gravity latches. No chain link fencing will be permitted.

It is required that plans submitted for ARC approval for fencing and walls be depicted on house/lot survey showing the necessary setbacks required along with appropriate landscaping.

Fencing shall extend from the rear corners of the dwelling unity and at no time extend beyond the constructed dwelling into the side yard or front yard. At no time will fencing be outside the envelope of the home.

Fencing shall be categorized into several types as explained below:

<u>Rear Lot Line. Lake Front and Golf Course Properties</u>

Fences along golf course, lake or pond, or open public space shall be installed a minimum of five feet (5') from the rear of the property line. No walls will be permitted. Landscape screen is not required.

<u>Side & Rear Lot Lines Not Facing Street. Sidewalk or Lake</u>

Fences shall be installed a minimum of five feet (5') from the rear property line and a minimum of five feet (5') from the side property line. Landscape screen will be required of minimum installed height of 24 inches planted at 24 inches on center.

Four feet (4') high concrete masonry block or solid concrete wall with stucco and painted to match house color shall be permitted for back to back lots for added privacy. Wall shall be no closer than five feet (5') from rear property line, a maximum often feet (10') from the rear of the house and shall not extend beyond than the width of the house. Landscape screen will be required of minimum installed height of 24 inches planted at 24 inches on center.

Lot Lines Facing Street or Sidewalk

Fences shall be installed a minimum of five feet (5') from the property line. Landscape screen will be required of minimum installed height of 24 inches planted at 24 inches on center.

Four feet (4') high concrete masonry block or solid concrete wall with stucco and painted to match house color shall be permitted for corner lots for added privacy. Wall shall be no closer than five feet (5') from rear property line, a maximum of ten feet (10') from the rear of the house and shall not extend beyond than the width of the house. Landscape screen will be required of minimum installed height of 24 inches planted at 24 inches on center.

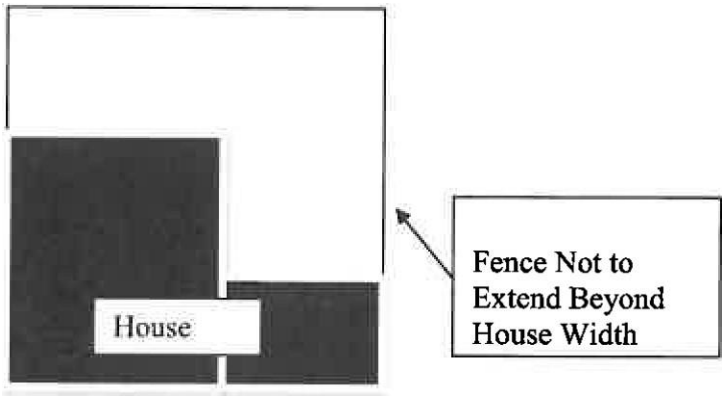


EXHIBIT D

POINCIANA COMMUNITY DEVELOPMENT DISTRICT

219 E. Livingston St., Orlando, FL 32801

ATTN: District Manager

DRAINAGE IMPROVEMENT INSTALLATION APPLICATION

The undersigned ("**Owner**") represents that they are the owners of record for the property described below ("**Property**"). The Owner desires to install drainage improvements consisting of drainage pipe ("**Drainage Improvements**") connecting from the gutter attached to the residential unit on the Property to the stormwater pond located adjacent to the Property owned and maintained by the Poinciana Community Development District ("**CDD**") and is submitting this Drainage Improvement Installation Application ("**Application**") for that approval.

Owner(s) Name(s) _____

Lot _____ Street Address _____

City, State and Zip Code _____

Phone Number _____

Tax Folio Number _____

If using a Contractor for the installation of the Drainage Improvements, please identify:

Contractor Name: _____

License Number (if applicable): _____

Contractor Phone Number: _____

(Attach Certificate of Insurance from Contractor – if applicable):

Expected Start Date: _____ Expected Completion Date: _____

OWNERS' ACKNOWLEDGEMENT

In signing below and submitting this Application, Owner(s) acknowledge and agree as follows:

i. The Application and the Non-Exclusive License Agreement (*Installation of Drainage Improvements*) ("**License**") attached as **Attachment A** hereto, have been signed by all parties named as grantee or transferee in the most recent deed or other conveyance instrument recorded in the Official Records of Polk County for the Property.

ii. Owner(s) agree to abide by the terms of the License.

iii. Owner(s) have received the Drain Pipe Detail Sketch, attached hereto as **Attachment B** ("**Sketch**"), which details the minimum standards and guidelines for installation of the Drainage Improvement

iv. All Drainage Improvements must be installed per the minimum standard and guidelines provided in the Sketch, which shall be determined in the sole discretion of the District Engineer.

v. Owner(s) shall be responsible for the District's costs ("**Costs**") associated with processing this Application, License (review and recording), and inspection of the Drainage Improvements by District Engineer (including any re- inspections) in the amount of $100.00. Payment shall be made by Owner with this Application.

Owner Signature: _____ Date: _____

Co-Owner Signature: _____ Date: _____

District Management -- For Office Use Only

RECEIVED BY & DATE: _____ Payment Received: _____

APPROVED___DISAPPROVED_____

Explanation for Disapproval (if applicable): _____

PRIVACY NOTICE: Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager.

Attachments: License (Attachment A); Sketch (Attachment B)

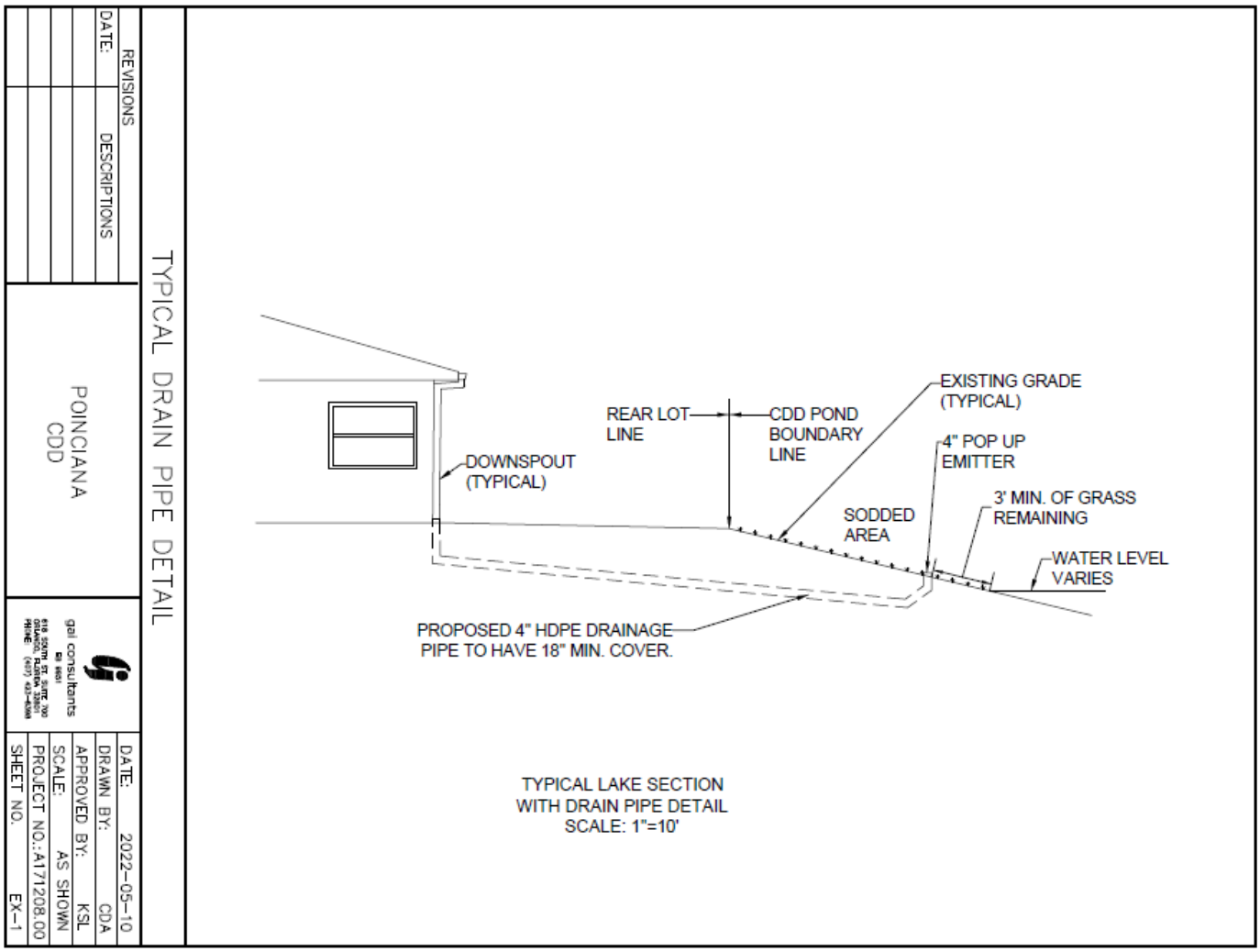
Attachment A

LICENSE AGREEMENT

Attachment B

SKETCH

Example of Drawing/ Rendering



ARCHITECTURAL REVIEW COMMITTEE

NAME	SIGNATURE	DATE
Yolanda Santiago	Yolanda Santiago	8/31/2022
Susan Borchini	Susan Borchini	9/5/22
Thomas Gallagher	Thomas A. Gallagher	9/5/22
Michele Woods	Michele Woods	9/5/22

BOARD OF DIRECTOR APPROVAL

NAME	SIGNATURE	DATE
Brenda N. Taylor, President	Brenda N. Taylor	9-26-2022
Michael Luddy, Vice President	Michael Luddy	9/26/22
Glenn Larson, Secretary/Treasurer	Glenn Larson	9-26-22