

**SECONDTHIRD AMENDMENT TO THE  
THIRD AMENDED AND RESTATED RULES AND REGULATIONS OF  
INDIGO EAST NEIGHBORHOOD ASSOCIATION, INC.**

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**SECOND AMENDMENT TO THE  
THIRD AMENDED AND RESTATED RULES AND REGULATIONS OF  
INDIGO EAST NEIGHBORHOOD ASSOCIATION, INC.**

These are the Rules and Regulations of Indigo East Neighborhood Association, Inc., a Florida corporation not for profit. These Rules and Regulations will be administered by Indigo East Neighborhood Association, Inc. and/or a management company duly appointed by it (jointly and severally referred to as the "Association").

Except as otherwise specifically defined in these Rules and Regulations, capitalized terms used in these Rules and Regulations shall have the meanings assigned to those terms by the Declaration of Covenants, Conditions and Restrictions for Indigo East recorded May 27, 2004 in Official Records Book 3730, Pages 757 through 848, of the Public Records of Marion County, Florida.

These Rules and Regulations apply to all of Indigo East. Each Owner of each Residential Unit in Indigo East and his or her family members, tenants, invitees, successors and assigns, each resident of each Residential Unit in Indigo East, and each visitor to Indigo East, shall be bound by, and they shall abide by, the provisions of these Rules and Regulations and all other Governing Documents, as the same may be amended from time to time.

1. **Use, Maintenance and Alterations.** Each Residential Unit shall be used for single-family residency only. Single-family shall mean and refer to (a) a group of one or more persons each related to the other by blood, marriage, or legal adoption, provided that such group does not exceed more than two (2) adults per bedroom or a maximum of four (4) related people who maintain a common household in a Dwelling; or (b) a group of not more than two (2) persons not all so related together with up to one (1) person related by blood, marriage, or legal adoption to one of the other two (2), for a maximum of three (3) people who maintain a common household in a Dwelling. The number of individuals approved for occupancy by the Association for each Residential Unit will depend on the individual facts and circumstances of each application including, but not limited to, the age, number, and relationship of the proposed Occupants, and the size and configuration of the Residential Units.

Each Occupant shall keep and maintain the interior and exterior of his or her Residential Unit in good, presentable, clean and sanitary condition and repair, including but not limited to the fixtures in the Dwelling or Home, the Lot in which the Dwelling or Home is located and the lawn and landscaping on that Lot.

No alteration or modification of the exterior or structural components of any Residential Unit, of the landscaping or lawn irrigation (sprinkler) system on any Lot, nor any exterior painting of doors, driveways, or exterior areas of any Dwelling, Home or Lot, nor the installation, alteration or painting of any fence or wall, may occur or be made without the specific advance written approval of the Association or its designee. In considering any request for approval of a proposed alteration or modification, the Association or its designee will take into account the easement rights of others in the access, ingress, egress, utility, drainage and other easements within the affected Lot or Common Areas of the Community. It is the Occupant's obligation to make application to the Association at its designated offices for any proposed alteration or modification prior to commencement of the work. If an Owner encloses any exterior area of the Dwelling or Home with a screen or other enclosure, or if the Owner encloses any portion of the Lot or Parcel with a fence or other enclosure, the enclosed area shall be considered thereafter as an interior portion of

the Dwelling or Home that shall be the obligation of the Owner to maintain, repair and replace, at the Owner's sole cost and expense. The provisions of this rule are supplemented by the Community Standards attached hereto as Exhibit "B" and incorporated herein by this reference.

2. **Garbage and Trash.** Routine disposal of garbage and trash shall be accomplished only on the designated days for Indigo East. No garbage or trash receptacles may be placed outside the Residential Unit before 7:00 pm the night before the designated pick-up day(s) or left out past 4:00 pm on the designated pick-up day(s). There shall be no disposal within Indigo East of any unusual or excessive garbage or trash generated from within any Residential Unit (including but not limited to clothing, household furnishings or construction debris) except in drop storage containers, construction debris containers or dumpsters approved by the Association and provided by the applicable Owner, resident or other party at no cost to the Association. No trash, rubbish, debris, garbage or other waste material or refuse shall be placed, stored or permitted to accumulate on any part of Indigo East except in covered or sealed sanitary containers. All such sanitary containers must be stored within each building, buried underground, or placed within an enclosure or concealed by means of a screening wall of material similar to and compatible with that of the building. These elements shall be integrated with the concept of the building plan, shall be designed so as not to attract attention, and shall be located in the most inconspicuous manner possible.

Appropriate compost containment storage bins, that will not attract rodents, are subject to the review and approval of the ARB. No open composting in piles is allowed.

3. **Animals.** No livestock, birds, poultry, reptiles or other animals of any kind shall be raised, bred or kept in the Community by any Occupant of any Residential Unit except for a reasonable number of dogs, cats, birds or other usual and customary household pets kept or maintained solely as domestic pets and not for any commercial purpose. For the purposes hereof, numbers in excess of two (2) of each such type of usual and customary household pet (other than aquarium-kept tropical fish) per Residential Unit shall be presumed unreasonable, but the Board shall have the authority in its sole and absolute discretion, and upon such terms and conditions as may be deemed appropriate by the Board, to grant permission for a larger number of animals in any Residential Unit. Animals brought into Indigo East must be well behaved. Any breed or variety of dog, cat or other animal deemed too noisy, aggressive, offensive, threatening, disruptive or otherwise an actual or potential nuisance, as determined by the Association in its sole and absolute discretion, may be excluded from Indigo East by the Association. In addition, upon the written request of any Owner, the Board may conclusively determine, in its sole and absolute discretion, whether or not, for purposes of this section, a particular animal is a usual and customary household pet and/or whether or not a particular animal is too noisy, aggressive, offensive, threatening, disruptive or otherwise an actual or potential nuisance. The Board shall have the right to require the owner of any animal deemed by the Association to be too noisy, aggressive, offensive, threatening, disruptive or otherwise an actual or potential nuisance to remove such animal from Indigo East. While outside Residential Units, all animals must be kept on a leash or other restraint and must be accompanied at all times by the owner or custodian. Animal feces must be picked up immediately and disposed of properly by the owner or custodian of the animal. Each Owner shall be liable to the Association for the cost of repair of any damage to the Neighborhood Common Property or Neighborhood Limited Common Property caused by any animal belonging to such Owner or to any occupant of such Owner's Residential Unit. All animal food shall be kept in proper storage containers, and stored in an interior location, so as not to attract wildlife.

4. **Offensive or Unlawful Activities.** No occupant nor their guests, shall do or permit to be done anything that interferes with the rights, comfort or convenience of other owners, residents, guests, or visitors. No improper, unsanitary, unsightly, offensive or unlawful use, condition or activity shall be permitted, conducted or maintained in the Community by any occupant or occupant's guests or visitors to Indigo East, and all applicable governmental laws and regulations shall be observed. No nuisances shall be allowed, nor use or practice, which is the source of an annoyance to occupants, or which interferes with the peaceful possession of any other occupant within the Community. No Owner, resident or visitor may use or play, or permit to be used or played anywhere in Indigo East any mechanical, electrical or other device (including but not limited to any musical instrument, stereo, amplifier, radio or television) between the hours of 11:30 p.m. and the following 7:00 a.m. in a manner that disturbs any other Owner, resident or visitor in Indigo East. The use, enjoyment and occupancy of Indigo East shall be carried out in such manner as not to cause or produce any of the following effects discernible outside buildings located thereon or affect the adjoining property or any portion or portions thereof: noise or sound that exceeds the levels permitted under the Marion County Noise Ordinance, as amended from time to time; offensive or abusive language, behavior or acts; smoke, noxious, toxic or corrosive fumes or gases; obnoxious odors; dust, dirt or fly ash; unusual fire or explosive hazards; or vibration. For the purposes of interpreting and implementing this section, the Board shall have exclusive and absolute authority to determine whether or not any existing or proposed activity or condition violates this section.

5. **Skateboarding, skating, rollerblading and similar activities.** Skateboarding, skating, rollerblading and similar activities are permitted only on the Residential Units and streets in Indigo East and shall not be permitted in any other Neighborhood Common Property or Neighborhood Limited Common Property in Indigo East.

6. **55 and Older Community.** Indigo East has been designated as housing for persons who are fifty five (55) years of age or older. At least eighty percent (80%) of the Residential Units in Indigo East must be occupied by at least one person who is fifty five (55) years of age or older. In order to ensure that Indigo East qualifies as housing for persons fifty five (55) years of age or older under the Federal Fair Housing Act (42 U.S.C. 3601, et seq.), satisfies the occupancy and age verification requirements of Rule 100.307 of the U.S. Department of Housing and Urban Development (24 C.F.R. 100.307), and complies with the requirements of the Florida Fair Housing Act (Chapter 760, Florida Statutes) and the rules and regulations of the Florida Commission on Human Relations, a survey of the residents of Indigo East will be conducted and updated by the Association as and to the extent required by applicable law. Each Owner and resident shall cooperate with the Association in its efforts to comply with the requirements of the above-mentioned acts and rules and regulations, and with all other applicable laws. Such cooperation shall include (but shall not be limited to) providing to the Association, within 10 days after written request, such information (such as but not limited to identification of whether at least one occupant of the Residential Unit is fifty five (55) years of age or older and the current age or date of birth of such person) and signed surveys, sworn affidavits, certifications and other reliable, legally sufficient documentation as may be required from time to time by the Association.

Declarant and the Association shall have the authority to make any additional capital improvements upon the Neighborhood Common Property and Neighborhood Limited Common Property necessary to provide facilities or services specifically designed to meet the requirements of the Fair Housing Act, as amended, and other applicable laws.

No child under the age of seventeen (17) years shall be allowed to reside in any Residential Unit in the Community. A child under the age of seventeen (17) may visit a Residential Unit overnight for up to thirty (30) days in any twelve (12) month period. An Owner or approved occupant who owns or occupies his or her own Residential Unit may permit one (1) minor only to reside in the Residential Unit with him or her, but only if the minor is at least seventeen (17) years of age and a member of that Owner's or occupant's family. The Association may request documentation from an Owner or occupant of a Residential Unit, including school records, to determine the age, residency, or other relevant information concerning a minor occupying or visiting a Residential Unit.

7. **Leasing and Sales of Residential Units.** Pursuant to the Governing Documents, no Residential Unit may be occupied, leased or sold without the prior written approval of the occupant, lessee or new owner by the Association. Without limiting the generality of the foregoing, the Association shall have the right, in its sole and absolute discretion, to deny approval of any proposed occupancy, lease or sale if, following the taking of the proposed occupancy, making of the proposed lease or closing of the proposed sale, the Residential Unit will not be occupied by at least one (1) person who is fifty five (55) years of age or older. However, no person shall be denied the right to purchase, lease or occupy a unit because of race, religion, sex, national origin, marital status, sexual orientation or handicap.

As a condition precedent to consideration for approval, each prospective occupant, lessee and purchaser must inform the Association in writing whether the Residential Unit will be occupied by at least one (1) person who is fifty five (55) years of age or older and each proposed occupant, lessee and new owner shall appear for an interview with a designated representative of the Association.

In no event may any Residential Unit be leased in a furnished condition for an initial term of less than six (6) months plus one (1) week, and no Residential Unit may be leased in an unfurnished condition for an initial term of less than one (1) year. Residential Units may be leased, licensed or occupied only in their entirety, except as described in the following paragraph, and no fraction or portion of a Residential Unit may be rented. Individual rooms of a Residential Unit may not be leased on any basis. Notwithstanding the foregoing, the father, mother, sibling or child of the occupant, lessee or purchaser may also reside in the Residential Unit provided that all other occupancy restrictions and requirements are met.

Occupancy of any Residential Unit owned by any corporation, limited liability company, partnership, limited partnership, limited liability partnership, limited liability limited partnership, trust or other form of artificial entity shall be limited to any person who: (a) is fifty five (55) years of age or older; (b) currently holds a title and senior management position with that artificial entity or currently owns (directly or indirectly) at least a ten percent (10%) beneficial interest in that artificial entity; (c) is an authorized signatory on the principal bank account of that artificial entity; AND (d) has had his or her name, title and senior management position or ten percent (10%) or more beneficial interest registered by the artificial entity with the Association, in writing, not less than forty five (45) days prior to first occupancy of the Residential Unit by such person. Not more than four (4) persons meeting the foregoing criteria may be registered with the Association for occupancy of a Residential Unit at any one point in time. In addition, no single artificial entity, and no two or more artificial entities under direct or indirect common ownership or control, may own or control, whether directly or indirectly, more than three (3) Residential Units in Indigo East at the same time.

The Association may initiate and pursue (but shall not be obligated to initiate or pursue) any legal or equitable action or other lawful means to remove from any Residential Unit any person whose occupancy has not been approved in writing by the Association.

8. **Notices.** All official notices to the Owners from the Association must be approved by the president or vice president of the Association. No Member of the Association (other than the president or vice president of the Association) shall make or permit to be made, any written, typed, printed or electronically-transmitted notice of any kind, or post the same on any bulletin board, or mail or otherwise circulate, publish or broadcast the same to any other Association Member, which purports to be an official act or notice of the Association. Communications of a social nature or purpose sent to other Owners by any Owner, in his or her personal capacity, will not be deemed to be official notices from the Association, but they must bear the identity of the Owner making or uttering such communications and such Owner shall be fully responsible for the contents of such communication. Except as otherwise required or permitted by the Governing Documents or applicable law, all notices to the Owners shall be mailed to each Owner at the address on file for such purpose with the Association. All notices to the Association shall be sent to 8445 SW 80<sup>th</sup> Street, Ocala, Florida 34481 or such other address or addresses as may be designated from time to time by written notice from the Association to the Owners.

9. **Solicitation.** Solicitation in Indigo East by vendors, service companies or any Owners, residents or visitors is prohibited without the prior, written consent of the Association. Also, no vehicle or other item may be placed or advertised for sale on the exterior of any Residential Unit or on any Neighborhood Common Property, Neighborhood Limited Common Property or CDD-owned property, including but not limited to any street in Indigo East, without the prior written consent of the Association and, in the case of the CDD-owned property, the applicable CDD. No estate sales, garage sales, yard sales, tag sales or similar activities may be held or conducted in Indigo East without the approval of the Association.

10. **Vehicles.** No unregistered motor vehicles, no motor vehicles with expired registration and no abandoned motor vehicles (whether or not currently registered) are permitted at any time in the Community. Any motor vehicle that remains unmoved for a period of fifteen (15) days or more may be treated by the Association as having been abandoned unless the owner thereof first notifies the Association in writing of the owner's intent to leave the vehicle unmoved for a longer period of time and the Association consents in writing to such longer period of time. At no time shall the Association grant permission for motor vehicles to remain unmoved for any period of time if such situation shall create a public safety concern. If a motor vehicle is determined to be abandoned, the Association shall post notice on such motor vehicle and tow within 24 hours if not removed.

No commercial vehicles or containers of any kind (including but not limited to commercial trucks, vans, pickup trucks, or any vehicle retrofitted with commercial bins and/or racks, roof top carriers, flashing strobe lights or lettering, trailers, drop storage containers, construction debris containers and dumpsters) and no recreational vehicles of any kind (including but not limited to RVs, campers, trailers and boats) may be parked overnight in Indigo East without the prior consent of the Association. The preceding sentence does not apply to any vehicles or containers brought into Indigo East incidental to any maintenance or repair activities undertaken by the Association. The Association may designate (but shall not be obligated to designate), in writing, approved areas for placement of such vehicles or containers in Indigo East. Also, by first obtaining a written permit from the Association, an Owner or resident of Indigo East may be allowed to park an

RV/motor home in that Owner's or resident's driveway for a period not exceeding twenty four (24) hours for the purpose of being outfitted prior to departure on a trip or upon returning from a trip.

Each Owner or resident who regularly drives or maintains a motor vehicle within the community must display a "vehicle identification" in the form prescribed by the Association. Such vehicle identification shall remain the property of the Association.

Each Owner shall provide for parking of vehicles off streets within Indigo East. Except as otherwise specifically designated by the Board or permitted by the Governing Documents, no parking on grassed areas shall be permitted in Indigo East. There shall be no outside storage or parking upon any portion of Indigo East of any mobile home, trailer (either with or without wheels), motor home, tractor, truck (other than personal-use pick-up trucks and sport-utility vehicles), commercial vehicles of any type (including, without limitation, cars or trucks with advertising signs or lettering), camper, motorized camper or trailer, boat or other water craft, boat trailer, motorcycle, motorized go-cart, or any other related forms of transportation devices, except if adequately screened from view or otherwise permitted in writing by the Association. No Owners or other occupants of any portion of Indigo East shall repair or restore any vehicle of any kind upon or within Indigo East except: (a) within enclosed garages or workshops, or (b) for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility.

Despite any reference on the plat of Indigo East Phase 1 to potential use of the "B" Tracts and the "L" Tracts for travel by low-speed vehicles, golf cars, golf carts and motorized disability access vehicles, all use of said vehicles within the "B" Tracts and the "L" Tracts shall be limited to the paths and passageways, if any, that are designated for that purpose from time to time by the Association.

No vehicle may be parked, in whole or in part, on any unpaved surface in Indigo East. No vehicles may be parked on the street overnight without the prior consent of the Association.

All private golf carts brought into Indigo East shall at all times comply with the Private Golf Cart Rules attached hereto as **Exhibit "A"** and incorporated herein by this reference.

11. **Vehicle Covers.** Motor vehicle covers designed to match the make/model of the vehicle are allowed so long as such motor vehicle is currently registered. No tarps or other materials are allowed at any time.

12. **Towing.** The Association shall have the authority, but not the obligation, to have any vehicle that violates this rule removed from the Community, without compensation or notice to anyone except as may be required by applicable law, and to levy fines for non-compliance in accordance with the Declaration. Vehicles with no vehicle identification will be towed within 24 hours after notice if concern for public safety, blocking, or parked at any amenities, common areas, storage facilities or RV locations. In addition, any motor vehicle will be noticed for 15 days before considering abandoned unless creating public safety concern, then after 24 hours notice.

13. **Loading and Unloading.** No loading or unloading of trucks, trailers, drop storage containers, construction debris containers, dumpsters, vans or similar vehicles or containers shall be permitted in Indigo East during non-daylight hours or on Sundays or legal holidays without the prior written consent of the Association. Anyone requesting such consent shall be required to



apply to the Association, in writing, not less than forty eight (48) hours prior to the date on which the loading or unloading is to occur. The application for consent must contain a statement showing reasonable cause for the consent to be granted and must also contain the names, residence addresses and driver's license numbers of all persons who will enter Indigo East for the purpose of loading or unloading any vehicle or container. Any person loading or unloading any vehicle or container in violation of this rule shall be considered to be trespassing in Indigo East.

14. **Owner Audio and Video Recording at Association Meetings.** Any Owner may make audio and/or video recordings of meetings of the Board of Directors, committee meetings, or Owner meetings, subject to the following restrictions:

(a) **Distractions Prohibited.** The only audio and video equipment and devices which Owners are authorized to utilize at any such meeting is equipment which does not produce distracting sound or light emissions.

(b) **Placement of Equipment.** Audio and video equipment shall be assembled and placed in position not less than sixty (60) minutes in advance of the commencement of the meeting.

(c) **Stationary Equipment.** Anyone videotaping or recording a meeting shall not be permitted to move about the meeting room in order to facilitate the recording.

(d) **Notice of Recording.** Advance written notice shall be given to the Board of Directors no less than twenty four (24) hours prior to the Board meeting by any Owner desiring to utilize any audio or video equipment at the meeting.

15. **Owner Inspection of the Official Association Records.**

(a) **Inspection Requests.** All requests for inspection of the official records of the Association shall be in writing.

(b) **Notice of Inspection Request.** All requests for inspection of the records shall be delivered to the Association at the address specified by the Governing Documents either by personal delivery or by certified mail.

(c) **Date and Time of Inspection.** The inspection shall occur at a date and time acceptable to the Association, but, unless a later date is requested or agreed to by the Owner, not later than the tenth (10<sup>th</sup>) business day after the receipt by the Board or its designee of the written request for inspection. The Owner may suggest alternative dates and times for the requested inspection for consideration by the Association.

(d) **Records to be Inspected.** Each written request shall specifically outline the records which the Owner or the Owner's authorized representative requests to inspect.

(e) **Owner Information.** Each written request shall contain the name of the Owner who is making the request for inspection, the address of that Owner's Residential Unit, and a telephone number where the person who is making the request may be reached during normal business hours. If a written request is made by an authorized representative (i.e., attorney, C.P.A., etc.), the request shall contain all of the above, plus the identity of the authorized representative.

This will enable a representative of the Board of Directors to confirm the appointment for inspection of the records.

(f) **Hours of Inspection.** Appointments for inspection of the records of the Association must be made between the hours of 10:00 a.m. and 4:00 p.m., Monday through Friday, except when these days fall on a legal holiday.

(g) **Limitations.** Inspection of the official records of the Association shall be limited to no more than the equivalent of one 8-hour business day per calendar month for each Residential Unit, as represented by the Owner or the Owner's authorized representative. Additionally, each period of inspection shall be no longer than two (2) hours in length.

(h) **Reproduction Costs.** An Owner may make or obtain copies of the records that are the subject of that Owner's inspection for a charge which is based on the Association's actual costs for reproducing and furnishing the requested records, including but not limited to associated handling expense.

16. **Owner Participation at Owner Meetings.**

(a) **Written Request.** All requests to speak at a meeting of the Owners shall be in writing and shall specify the agenda item or items to be addressed.

(b) **Notice of Participation Request.** All requests to speak at a meeting of the Owners must be received by the Association at the address specified by the Governing Documents not less than the greater of seventy two (72) hours or three (3) business days prior to the applicable Owner meeting.

(c) **Topic of Participation.** Owners shall only be permitted to speak on specific agenda items, as reflected in the posted notice of the meeting of the Owners, and shall be limited to comments, opinions or questions. The Board of Directors will not participate in a debate with any Owner or Owner's representative.

(d) **Limitation on Participation.** An Owner who desires to speak on an agenda item may only address the particular agenda item one time during each meeting.

(e) **Length of Participation.** An Owner who desires to speak on an agenda item or items may speak for a cumulative maximum time of three (3) minutes during each meeting.

(f) **Board Discussion.** After all Owners who filed their written requests with the Association on or before the greater of seventy two (72) hours or three (3) business days prior to the meeting have had an opportunity to speak on the particular agenda item which was contained in the written request, the Board may discuss that item and said discussion shall be without interruption from the floor.

(g) **Recognition by Chairperson.** Participants must be recognized by the Chairperson before being permitted to speak.

(h) **Prohibited Activities.** Shouting, profanity or comments of a slanderous or derogatory nature, or otherwise disrupting the meeting, shall not be permitted. Participants engaging in this type of conduct are subject to any and all available legal remedies.

17. **Owner Participation at Board of Directors and Committee Meetings.**

(a) **Written Request.** All requests of Owners to speak at a Board of Directors or committee meeting shall be in writing and shall specify the agenda item or items to be addressed.

(b) **Notice of Participation Request.** All requests to speak at a Board of Directors or committee meeting shall be received by the Association at the address specified by the Governing Documents not less than the greater of twenty four (24) hours or one (1) business day prior to the Board of Directors or committee meeting.

(c) **Topic of Participation.** Owners shall only be permitted to speak on specific agenda items, as reflected in the posted notice of the Board of Directors or committee meeting, and shall be limited to comments, opinions or questions. The Board of Directors or committee will not participate in a debate with any Owner or Owner's representative.

(d) **Limitation of Participation.** An Owner who desires to speak on an agenda item may only address the particular agenda item one time during each meeting.

(e) **Length of Participation.** An Owner who desires to speak on an agenda item or items may speak for a cumulative maximum time of three (3) minutes during each meeting.

(f) **Board or Committee Discussion.** After all Owners who filed their written requests with the Association on or before the greater of twenty four (24) hours or one (1) business day prior to the meeting have had an opportunity to speak on the particular agenda item which was contained in the written request, the Board or committee may discuss that item and said discussion shall be without interruption from the floor.

(g) **Recognition by Chairperson.** Participants must be recognized by the Chairperson before being permitted to speak.

(h) **Prohibited Activities.** Shouting, profanity or comments of a slanderous or derogatory nature, or otherwise disrupting the meeting, shall not be permitted. Participants engaging in this type of conduct are subject to any and all available legal remedies.

18. **Signs.** Each Residential Unit may identify its Occupants by a name plate of a type and size approved by the Association or its designee and mounted in a place and manner so approved. No signs, advertising, or notices of any kind or type whatsoever, including but not limited to "Political" "Garage Sale", "Yard Sale", "For Rent" or "For Sale" signs as to any Residential Unit, vehicle or personal property, shall be permitted, posted or displayed in a manner so as to be visible from the exterior of any Dwelling or Home, on any Lot or parcel, or elsewhere in the Community without the prior written approval of the Association. Stickers or signage, not to exceed 2" by 6", advising of the following are permitted in the nearest lower corner of the window near front and back entrance with the prior written approval of the Association: alarm company information, surveillance cameras in use, special needs such as oxygen in use.

19. **Receiving and Transmitting Devices.** Except to the extent required to be permitted by applicable law, no antenna, satellite dish or other signal receiving or transmitting device may be installed or maintained on the exterior of any Residential Unit or upon any Neighborhood Common Property or Neighborhood Limited Common Property without the prior written consent of the Indigo East ARB. This section shall not apply to the installation,

maintenance or use on property within the exclusive use or control of the antenna or satellite dish user (where the user has a direct or indirect ownership or leasehold interest in that property) of:

(a) any antenna, satellite dish or other signal receiving device that is designed to receive direct broadcast satellite service, including direct-to-home satellite services, that is one meter or less in diameter;

(b) any antenna, satellite dish or other telecommunications signal receiving device that is designed to receive internet, high-speed internet, wireless internet, voice over internet protocol, video, cable, satellite, telephone, radio, alarm, security, and other similar technology services delivered by aboveground or underground fiber optic cables, conduits, lines or wireless equipment;

(c) any antenna, satellite dish or other signal receiving device that is designed to receive television broadcast signals; or

(d) any mast supporting an antenna, satellite dish or other signal receiving device described in (a), (b) or (c) of this section.

The foregoing shall not have the effect of prohibiting or limiting Declarant, the Association, and their respective designated licensees, from installing equipment for mast antenna, security, cable television, satellite receiving facilities, mobile radio, or other similar systems within Indigo East. No signal transmitting devices shall be permitted within Indigo East unless contained entirely within the interior of a building or other structure or screened from view in accordance with architectural or landscaping standards adopted by the Indigo East ARB, nor shall radio or television signals, nor any other form of electromagnetic radiation, be permitted to originate from any property within Indigo East. To the extent permitted by law, the Association may adopt additional rules pertaining to devices described in (a), (b), (c) or (d) of this section if necessary to accomplish safety objectives that are stated in the text of the rule; provided, however, that such rules are applied to the extent practicable in a non-discriminatory manner to other appurtenances, devices, or fixtures that are comparable in size and weight and pose a similar or greater safety risk as such devices so regulated, and further provided that such rules are no more burdensome to affected users than is necessary to achieve such safety objectives.

20. **Clotheslines.** Prior to the erection or installation of any clothesline on any Residential Unit, the Owner or occupant of that Residential Unit shall obtain from the Association written approval of the proposed location of the clothesline in order to permit the Association to minimize the negative aesthetic impact of such clothesline on adjacent properties and streets; provided, however, the Association shall not exercise its approval authority in any manner which has the effect of prohibiting clotheslines on any Residential Unit.

21. **Hurricane Shutters.** The Board of Directors shall, from time to time, establish hurricane shutter specifications that comply with the applicable building code, and establish permitted colors, styles, materials and installation standards for hurricane shutters. Subject to the provisions herein, the Association shall approve the installation or replacement of hurricane shutters conforming to the specifications adopted by the Board. The Board shall be entitled to amend the Specifications without notice for the purpose of remaining in compliance with all applicable building codes and manufacturer standards without notice to Owners.

Owners not present in their Residential Unit during hurricane season shall arrange to secure their Residential Unit (including outside patios) prior to a storm watch or warning and Owner shall be responsible for the Residential Unit after the storm, should damage occur. Owners shall contact the Association with the names of those individuals responsible for their Residential Unit.

Any damage to the building structure or interior of the Residential Unit resulting from either the installation of or the use of storm shutters shall be promptly repaired by the Owner. The Association shall have no obligation with respect to the installation of the shutters, and/or for the repair, replacement and/or upgrade of the shutters.

Specifications:

Type: Track mounted removable panel that fit within the masonry or frame opening and tracks that are permanently anchored into the precast lintel and filled masonry units flanking a window opening; or track mounted rollaway shutters permanently attached to the precast lintel and filled masonry units flanking a window opening. Any other material or storm shutter system shall require specific written approval by the Association.

Material: Galvanized metal, Lexan (clear), powder coated steel or aluminum.

Panel Color: White, clear, or galvanized finish. Color shall be factory applied.

Track Color: White, factory applied.

Attachment: Anchor bolts or other means of attachment shall be non-ferrous or stainless steel and in conformance with shutter manufacturer's specifications. In no case shall anchor strength be less than 2,400 lbs. pull out and 1,500 lbs. shear for concrete lintel or column, and not less than 1,220 lbs. shear when installed in a frame opening.

Shutter system shall be in conformance with the Metro Dade Standards PA202-94, PA201-94 and PA203-94. Installation shall be capable of withstanding sustained wind speeds in excess of 120 mph.

No wall penetration shall be made into hollow concrete block or at any location other than within the masonry or frame opening.

All wall penetrations shall be sealed at the time of installation with urethane caulking compound conforming to (specification) or other caulking compound approved by the Association. Track shall be caulked at all edges contacting masonry or frame opening with white caulking compound conforming to (specification).

Inspection: Owner shall submit a review and inspection fee as determined by the Board with each application for modification. The initial fee shall be \$35.00.

22. **Transfer Approvals and Consents.** Any approval or consent of the Association required to be obtained by these Rules and Regulations may be granted, denied or conditioned, or for cause withdrawn, by the Association in its sole and absolute discretion. In order to be effective,

a transfer approval or consent of the Association must be written and signed by at least one (1) officer of the Association.

23. **Enforcement.** The Association shall be entitled to collect from any person or entity that violates these Rules and Regulations any and all expenses incurred by the Association in enforcing these Rules and Regulations and in preventing, correcting or abating any such violation, including but not limited to reasonable attorney's fees and court costs. The Association may also seek the assistance of local law enforcement officials to prevent, correct or abate any violation of these Rules and Regulations or applicable laws, but it shall not be required to do so.

24. **Severability.** If any provision of these Rules and Regulations or the application thereof to any person or circumstance shall be invalid or unenforceable, the remainder of these Rules and Regulations and the application of such provision to all other persons and circumstances shall not be affected thereby and shall continue in full force and effect.

25. **Prior Rules Superseded.** These Amended and Restated Rules supersede and replace all prior rules and regulations promulgated by the Association.

26. **Exempt Entities and Properties.** Despite anything in these Rules and Regulations to the contrary, these Rules and Regulations do not apply to or bind Declarant, any Residential Unit or other property owned by Declarant, any CDD or any property owned by any CDD, or the Community Amenities Provider or any of the Community Amenity Property.

27. **Indigo East Planning Criteria.** The provisions of these Rules and Regulations are supplemented by the Indigo East Planning Criteria attached hereto as **Exhibit "B"** and incorporated herein by this reference.

### **DECLARANT APPROVAL**

The undersigned hereby approves the foregoing Second Amendment to the Third Amended and Restated Rules and Regulations of Indigo East Neighborhood Association, Inc. in compliance with Section 7 of Article III of the Declaration of Covenants, Conditions and Restrictions for Indigo East recorded May 27, 2004 in Official Records Book 3730, Pages 757 through 848, of the Public Records of Marion County, Florida.

**ON TOP OF THE WORLD COMMUNITIES, INC.,**

a Florida corporation

By: \_\_\_\_\_

Name: Kenneth D. Colen

Title: President

Date: \_\_\_\_\_, 20\_\_

Includes amendments to be considered at the December 13, 2017 Board of Directors Meeting

Exhibit “A”

Second-Third Amendment to the  
Third Amended and Restated Rules and Regulations  
of  
Indigo East Neighborhood Association, Inc.

PRIVATE GOLF CART RULES

1. Private golf carts are allowed in On Top of the World Communities, Inc. (the “Community”) only if the owner(s) ~~first~~ obtains and displays an appropriate, unaltered, current permit on the front driver side panel of the cart (see example below) from the Association and the golf cart and its use and operation comply with these Rules at all times. Golf cart permits are issued at the Customer Service Department in Friendship Commons on a bi-annual basis. The use and operation of golf carts in the Community are also subject to Marion County Ordinance No. 05-27. Any use of a privately owned golf cart outside the Community is beyond the scope of these Rules and is the exclusive responsibility of the owner(s).



2. Permission to operate a privately-owned golf cart within the Community is a non-transferable and non-assignable personal privilege and is available only to occupants of the Community.
3. An identification number and decal will be issued for the cart when the application, release of liability, and proof of liability insurance are received and approved. The identification number and decal shall be placed on the front left side of the golf cart in clear view.
4. Those residents desiring a handicap sticker for the cart will be required to comply with Section 320.0848, *Florida Statutes*. You may refer to the following website for more information: <http://www.flhsmv.gov/dmv/forms/BTR/83039.pdf> or drop by the Customer Service Department for a copy of the information. The sticker is only valid within the On Top of the World Communities property.

5. Golf carts may be operated from sunset to sunrise if equipped with, at a minimum, headlights, brake lights, turn signals, and a windshield. Otherwise, carts may only be operated from sunrise to sunset.
6. All privately owned golf carts must be in good working condition, include a rearview mirror and a reflector warning device in both the front and rear of the golf cart, in addition to any other safety equipment required by the Association or the Marion County ordinance.
7. Within the Community, all carts must stay on the designated cart paths, multi-modal paths, roadways where existing, and other areas designated for golf carts. Golf carts shall not be driven in private yards, between villas (unless operated in ingress and egress areas) or homes, on sidewalks, or on any golf course unless playing golf and are in compliance with the Golf Course Cart Use Policy. When not in use, golf carts shall be parked in designated parking areas and not on grass or sidewalks. Golf carts may not be operated on any county maintained roadway including SR 200, SW 80th Avenue and may only cross SW 80th Street and SW 80<sup>th</sup> Avenue and any future county-approved crossing at the designated golf cart crossing points.
8. Golf carts must be stored on owner's property, in driveway or garage unless another location is expressly approved by the ARB. Overnight parking in yards or on the street is prohibited.
9. Residents with privately owned golf carts are required to ensure that their private golf carts are restricted to drivers who will operate the cart in a safe, prudent manner and in accordance with all governmental regulations. Each operator of a golf cart must be at least fifteen (15) years of age and be eligible to obtain a valid automobile driver's license.
10. Cart operators must obey all traffic signs and all driver rules outlined in the Florida Drivers Handbook. Please be courteous to pedestrians.
11. Operation of a golf cart is at the risk of the operator. Cart operators shall be held fully responsible for any and all damages that are caused by the use or misuse of the golf cart by the resident or their guests, and the resident or guest shall reimburse On Top of the World Communities, Inc., its affiliates, and the Association for any and all damages the Community may sustain by reason of use or misuse. As a condition to the issuance of a permit to operate a private golf cart in the Community, the owner(s) of the golf cart and all members of the household will be required to sign a release of liability form required by the Association.
12. Residents are responsible to provide proof annually that the operation of the golf cart is covered by a resident-owned liability insurance policy with policy limits in such amounts as may be acceptable to the Association (currently, \$100,000/\$300,000). Residents are responsible for confirming with their insurance agent/company that the liability insurance covers them for use other than to and from the golf course.
13. Privately-owned electric golf carts are allowed to be operated on the golf course, during the course of play, as long as the above-stated conditions are followed, and the On Top of the World Golf Cart Programs/Golf Course Cart Use Policy is adhered to. Absolutely no privately-owned gas carts are allowed on any golf course at On Top of the World Communities, Inc.



14. None of the Association, On Top of the World Communities, Inc., Parkway Maintenance & Management, Co., Sidney Colen & Associates, Ltd., On Top of the World Real Estate, Inc. or any of their respective directors, officers, members, partners, employees, agents or representatives shall be responsible or liable in any way to anyone in connection with the existence, operation or use in the Community of any privately owned golf cart. None of the publication or enforcement of these Rules or any inspection or permitting of any golf cart for operation and use in the Community shall be deemed or construed to create any warranty, representation or certification that the golf cart is free of any defect, that it is safe or suitable for operation or use in the Community or that it complies with any applicable law or code.
15. In addition to any other remedies the Association may have, including, but not limited to, the imposition of fines, any violation of these rules and regulations may result in the revocation of privately owned golf cart privileges.

Exhibit "B"

~~Second-Third~~ Amendment to the  
Third Amended and Restated Rules and Regulations  
of  
Indigo East Neighborhood Association, Inc.

**INDIGO EAST PLANNING CRITERIA**

[Please see attached]

**INDIGO EAST  
NEIGHBORHOOD  
ASSOCIATION, INC.**

**ARCHITECTURAL  
REVIEW BOARD  
PLANNING CRITERIA**

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## **INDIGO EAST ARCHITECTURAL REVIEW BOARD PLANNING CRITERIA**

It is the intent of these Planning Criteria to help assure that Indigo East will be a community of quality homes and buildings with tasteful and aesthetically pleasing architectural designs that are harmonious with surrounding structures and topography. These Planning Criteria promote the use of long-lasting materials and high standards of construction for buildings, landscaping and other improvements.

Pursuant to the Declaration of Covenants, Conditions and Restrictions for Indigo East (the “Neighborhood Declaration”), On Top of the World Communities, Inc. (the “Declarant”) has appointed the Board of Directors of the Neighborhood Association to serve also as the Indigo East Architectural Review Board (also referred to as the “Architectural Review Board”, the “Board” or the “Indigo East ARB”). It is the function of the Indigo East ARB to review and approve or disapprove plans for any proposed construction or alteration of any improvements within Indigo East. The Neighborhood Declaration has granted the Indigo East ARB broad discretionary powers regarding design, construction and development, including architectural style, colors, textures, materials, landscaping, overall impact on surrounding property, and other aesthetic matters. These Planning Criteria set forth the standards adopted by the Board to promote improvements that are aesthetically compatible with each other; to encourage simple elegance in architectural character; and to ensure that improvements are designed and constructed in a manner that reflects the quality and permanence of a premiere residential community.

These Planning Criteria have been adopted pursuant to Article X of the Neighborhood Declaration in order to provide guidelines for builders and homeowners for new construction and for additions or modifications to any existing exterior improvements or landscaping. These Planning Criteria do not include all building, use and other restrictions associated with Indigo East. Accordingly, builders and homeowners should familiarize themselves with the provisions of all of the governing documents of both Indigo East Neighborhood Association, Inc. and Circle Square Woods Master Association, Inc., as well as applicable laws and building codes. Particular attention should be paid to Article X of the Neighborhood Declaration, entitled “Architectural, Landscape and Site Plan Control.”

The inclusion of any requirement in these Planning Criteria shall not preclude the Indigo East ARB’s right to disapprove any proposed matter for any reason, and any prior approval by the Indigo East ARB shall have no precedential value or effect. The Indigo East ARB reserves the right to make exceptions and grant variances. These Planning Criteria do not apply to any Community Amenity Property, any property owned by Declarant while such property is owned by Declarant, or any Residential Unit owned by a licensed homebuilder while such Residential Unit is held for the purpose of constructing improvements thereon for resale. All terms used in these Planning Criteria that are defined in the Neighborhood Declaration shall have the meanings provided by the Neighborhood Declaration.

Neither the submission of an Application for Approval of Request for Modification or any proposed plan to the Indigo East ARB, or the review of any such Application or plan by the Indigo East ARB, shall constitute an approval by the Indigo East ARB. No work shall begin before the written approval has been received from the Indigo East ARB. Approval by the Indigo East ARB does not constitute approval by any public permitting agency, nor does it ensure that the proposed improvements will comply with any other applicable codes or standards or that the improvements constructed in accordance with the approved plans will be safe or suitable for the intended use. Marion County requires building permits for homebuilding and structural modifications, which will necessitate compliance with local and state building codes. In addition, before digging,

Florida law requires all homeowners and/or contractors contact Sunshine ~~811 State One Call~~ at ~~811~~ or 1-800-432-4770.

### **Appeal Process**

In the event an Application for Approval of Request for Modification for any proposed construction or alteration of any improvement within Indigo East is denied, the following appeal process shall be followed:

1. Written letter addressed to the Board of Directors requesting a review of the original denial.
  - a. Appeal letter shall state reasons why applicant believes that the request is within the guidelines of the Indigo East Neighborhood Association's Governing Documents and these Planning Criteria.
  - b. Appeal letter shall provide all necessary information which applies to the Application for Approval of Request for Modification, including a copy of the Application form as submitted.
2. Appeal letter shall be delivered or mailed to On Top of the World Communities, Inc. Customer Service office located at: 9850 SW 84<sup>th</sup> Court, Suite 200, Ocala, FL 34481
3. The Board has 30 days from receipt of the letter to respond to the appeal.

## **SITE IMPROVEMENT STANDARDS**

### **Site Placement**

All buildings and other improvements shall be placed as approved by the ARB. The existing topography and landscape shall be disturbed as little as possible, such that the maximum number of desirable trees and other natural features will be preserved and that there shall be no disruption of site drainage on adjoining lots or parcels. The ARB will review the proposed location of all improvements on the site prior to lot clearing. (All improvements must be shown on the Site Plan with measurements drawn to scale).

### **Setbacks**

"Setback Line" is defined in the Planned Unit Development for Indigo East (the PUD). The minimum setbacks for Indigo East shall be as follows:

- Front Yard – twenty feet (20') from the front property line.
- Rear Yard – twenty feet (20') from the rear property line; ten feet (10') for swimming pools, screened enclosures, get wet pools, hot tubs, patios and porches.
- Side Yard – five feet (5') from the side property line; fifteen feet (15') abutting any side street.

All setbacks will be measured from the adjacent property line to the nearest point of the dwelling unit. If an easement exists adjacent to the side property line, the setback shall be 2.5 feet from the outer easement line but not less than the side yard setbacks previously defined.

All setbacks must adhere to Indigo East PUD and any variances approved by Marion County must also be approved by the ARB prior to commencing any work.

Zero lot line dwellings shall maintain a minimum setback between structures of ten feet (10').

### **Drainage, Grading, Finished Floor Elevation**

Lots have been graded consistent with the approved Site Development Plan. Special attention shall be given to proper site drainage so that site runoff will not interfere with surrounding home sites and natural drainage flows. Paved areas shall be designed to allow site runoff to drain naturally and not to allow water to collect or stand.

Site plans shall show physical improvements or elements of the landscape or terrain, which control or determine the location or flow of site runoff and drainage patterns. No improvements shall be made without prior approval of the ARB. Please refer to the ARB **Sample Modification Form**.

### **Driveways/Walkways**

Parking spaces, garages, curb cuts and the driveway to a garage shall be planned and executed in an attractive and functional manner and shall consider the location of existing trees, topography, streetscape and compatibility with surrounding improvements. NO driveway shall connect to any internal collector road unless allowed under the Master Site Plan.

All home sites shall have a driveway of stable and permanent construction of at least twelve feet (12') in width. Unless prior approval is obtained from the ARB, all driveways must be constructed of brick, concrete, stone, or similar material. When curbs are required to be broken for driveway entrances, the curb shall be repaired in an orderly fashion in such a way that is acceptable to the ARB.

Painting of driveways and/or walkways requires a modification. Color must be selected from approved Paint Palette and complement the home and the neighborhood.

### **Street Front Improvements**

All landscaping and irrigation shall conform to the **Landscape and Irrigation Standards attached herein**. The builder or owner shall install and maintain landscaping and irrigation within the portion of the road right-of-way between the home site and the edge of pavement. This area of landscaping shall be defined by extending the side lot lines to the street. The ARB shall review the landscape and site plan to check that tree spacing and landscaping is consistent with neighboring home sites and they are within the street right-of-way. Please see Landscaping and Open Space Standards for more information.

Sod replacement shall match the pre-existing sod material unless otherwise approved by the ARB. The sodded area of the home site shall be provided with an automatic underground irrigation system.

Upon development of the home site, the homeowner shall be responsible for maintaining the sod and landscaping in an acceptable manner to the edge of pavement, including planting and irrigation within the road right-of-way.

### **Games, Play Structures, Outdoor Cooking Appliances, Portable Furniture**

All basketball backboards and any other fixed games and plays structures are subject to approval by the ARB and shall be located at the side or rear of the building not visible from the street. All outdoor cooking appliances, such as grills, smokers, fire pits and chimeneas, to name a few, as well as portable outdoor furniture, while not in use, needs to be stored out of view of the street.

### **Swimming Pool**

Any swimming pool to be constructed upon any home site will be subject to review of the ARB prior to submittal to any County permitting authority. The design submittal must include all design

components including parcel boundary set-backs lines, materials, finishes and colors for the pool, pool deck, fence, screen enclosure, additional landscape or any other requested element and must meet state and county regulations for child safety. All pools must be enclosed by a screened enclosure surrounded by approved landscape plantings, form a uniform hedge appearance within one (1) year of planting; and thereafter be maintained at not less than twenty-four inches (24") nor greater than forty-eight inches (48") in height. Additional privacy fencing may be approved to surround/border the screened enclosure. Above ground pools are prohibited. No changes to final grade that will impede the drainage to property or adjacent properties will be allowed.

### **Lighting**

All exterior lighting shall be consistent with the character established and ~~shall~~ be limited to the minimum necessary for safety, identification and decoration. Please refer to the **Indigo East Site Lighting Criteria** attached herein. Exterior lighting of buildings shall be limited to concealed fixtures with bulbs not visible off the building home site. No floodlights will be permitted in Indigo East. No lighting of outdoor recreational facilities is permitted other than swimming pools, unless site conditions warrant and are subject to the review of special consideration by the ARB.

### **Fences and Walls**

In general, fences or walls are not encouraged within Indigo East. All walls, if permitted, shall be of the same material and design as the adjacent building. When the ARB determines that a fence or wall is deemed to be unnecessary or unsightly and detracting from the visual value of common areas, a landscape screen (buffer hedge) in lieu of a fence or wall shall be required. No fence or wall over four feet (4') in height, measured from the natural grade, shall be permitted ~~except special conditions as approved by the ARB~~. All fences, if approved by the ARB, shall be comprised of green chain link or white vinyl material. No fences consisting ~~entirely~~ of lattice materials shall be permitted. Fences shall not extend beyond the side borders of the home, so as to be hidden from the street. All fences shall remain at least three feet (3') from the back property line and shall be hidden from view by approved plants that equal the height of the fence. The lots that abut a perimeter fence may extend the fencing to the back property line but shall not extend the fence beyond the side borders of the home. Plants must be on the **Approved Plant Palette**, attached herein, planted at time of fence installation. Said plants shall be at least two feet (2') in height at installation; attain a height of three feet (3') and form a uniform hedge appearance within one (1) year of planting. Thereafter, all buffer hedges shall be maintained at not less than thirty-six inches (36") nor greater than forty-eight inches (48") in height. Fences should not enclose or define property lines of individual homes. Invisible fences shall follow ~~these locational requirements set back rules for sides and backs of lots and not enclose or define property lines of individual homes.~~ Invisible fences shall not extend forward beyond the back corners of the home. Invisible fences installed on zero lot line home sites must be at least five feet (5') off the side property line.

The ARB has the right to deny fence and/or wall applications that detract or impair the view of other home sites that sit on premium lots; such as golf course, preserves, drainage retention areas ("DRAs"), etc. as measured by a forty-five degree (45°) angle from the center point of the back of the neighbors' adjacent dwellings. Please refer to **Example of Line of Sight Rules for Fence and Wall.**

### **Buffer and Privacy Hedges**

Hedges shall be maintained, if backing up to any roadway, at a height not to exceed twelve feet (12'), and on rear property line at a height not to exceed eight feet (8') with a setback of five feet (5'). Buffer hedges on side property lines may not extend past the furthest point of rear wall of the home and shall be maintained not higher than eight feet (8') with a setback of five feet (5'). All other buffer hedges must be maintained at four feet (4') in height. Hedges that block



premium lot views may be denied. Hedges may not negatively impact drainage nor interfere with utilities.

### **Mail Boxes**

All mail boxes and stands shall be of a design approved by the ARB, shall include no more than the surname and house number of the resident and shall be located at the street front of each home site as prescribed by the United States Postal Service. The builder shall provide and install the mailbox by developer specifications. The mailbox specifications approved for Indigo East are for all aluminum, white, heavy-duty rural United States Postal Service approved. Please refer to [www.otowininfo.com](http://www.otowininfo.com), Indigo East/Community Standards/Mailboxes for link to [Mailboxes.com](http://Mailboxes.com) - **Product**.

### **Lawn Furnishings, Ornaments and Accessories**

Birdbaths, bird houses, bird feeders, frog ponds, lawn sculptures, plant pots, ~~birdhouses~~, rocks, rock gardens, signs, [hanging plants](#), [wind chimes](#) and other types of lawn furnishings, ornaments and accessories on any home site require prior approval of the ARB. In general artificial plants [and lattice](#) are not permitted ~~in landscaped areas~~. Designs and styles shall be aesthetically pleasing and shall recognizably complement, or acceptably contrast with, the immediate surroundings. All lawn furnishings, ornaments and accessories shall be secured or removed as necessary when threats of severe weather are forecasted. Lawn furnishings, ornaments and accessories that have been approved by the ARB may be installed only in conformity with the following criteria:

- a. **Lawn Furnishings:** Only one (1) large item over eighteen inches (18”) in height and two (2) small items under eighteen inches (18”) in height are permitted to be installed in front yards (oversized statues or other similar items are not one-size-fits-all and may be disapproved). A shepherd’s hook counts as a large item. Each bird house, bird bath, bird feeder and large rock shall count as one (1) large item (with the exception that rocks included in the original landscape shall be exempt from this provision). A one story bird house eighteen inches (18”) or smaller, single bird bath, and single bird feeder may be installed in the front or back yard as long as no other ornaments or pots are added. The three items shall count for all items in that yard.
- b. **Rocks:** Only one (1) large rock not to exceed thirty-six inches (36”) in height or diameter and two (2) small rocks not to exceed eighteen inches (18”) in height or diameter are permitted to be installed in front yards as long as placed within a designated landscape bed (oversized rocks may be disapproved).
- c. **Pots:** Groupings up to three (3) small or one (1) large and two (2) small matching, decorative ceramic, stone, or fiberglass flower or plant pots containing live plants from the Approved Plant Palette or other approved plants may be approved within landscape beds. Small pots are defined as not more than a sixteen inch (16”) circumference at the top of pot and large pots are defined as not more than a thirty inch (30”) circumference at the top of the pot. Additional flower or plant pots may be approved if buried within the landscape beds. Flower and plant pots are not allowed on walkways, on lawns or driveways and may not be attached to the exteriors of any dwelling units. One decorative pot may be approved on each side of the garage door opening and each will count toward the total pots allowed. Pots that become damaged or unsightly must be removed.
- d. Back yards fall under the same standards. Applications for approvals to place lawn furnishings, ornaments and accessories within side yards will be considered on a case-by-case basis.
- e. **Hanging Plants:** ~~One (1) hanging plant, attached to tree, in an approved manner that does not result in damage to the tree may be permitted.~~ Up to three (3) [wind chimes](#), hanging

pots containing live plants, or any combination thereof, may be added to the porch area. One (1) hanging plant, attached to a tree, in an approved manner that does not result in damage to the tree, may be permitted. Wind chimes considered to be a nuisance, may be required to be removed.

- f. No lawn furnishings, ornaments or accessories may be placed in any common area.
- g. Outdoor furniture (designated for outdoors) properly sized and in proportion for the location may be approved. Barbeque grills may not be stored or utilized on the front porch of dwelling.

### **Flags**

No flag may be displayed on any lot or dwelling except as follows:

- a. One (1) portable, removable official United States flag, not larger than 4-1/2 feet by 6 feet, and additionally one (1) portable, removable official flag of the State of Florida or the United States Army, Navy, Air Force, Marines, or Coast Guard, or a POW-MIA flag, may be displayed at any time.
- b. With ARB approval, one (1) seasonal flag may be displayed during the applicable season only.
- c. With ARB approval, one (1) sports flag may be displayed on game day only.
- d. Flags must be displayed either on a flagpole that meets the requirements set forth below or is otherwise acceptable to the ARB, or on a mounting bracket and flag staff or mast affixed to the dwelling which have been approved by the ARB as to specifications and location.
- e. Any flag displayed together with the United States flag shall not be larger in size or displayed higher than the United States flag.
- f. All flags shall be displayed in a respectful and tasteful manner.
- g. No other flags may be displayed without ARB approval.

### **Flagpoles**

With ARB approval, one (1) freestanding flagpole may be erected on each lot for the display of permitted flags. Each flagpole shall meet the following criteria:

- a. flagpole shall be metal;
- b. flagpole shall be no more than twenty feet (20') high;
- c. flagpole shall be straight and vertical;
- d. flagpole shall not obstruct any sightline at any intersection;
- e. flagpole shall not be erected within or upon any easement;
- f. flagpole must be able to withstand wind speeds of at least one hundred ten miles per hour (110 mph); and
- g. the Owner shall have called Sunshine State One Call (1-800-432-4770) and had them mark the locations of all underground utility lines prior to installation of the flagpole.

### **Exterior Art**

Exterior Art must be approved by the ARB prior to installation. Generally, Exterior Art is only permitted inside foyer areas of the front entrance and areas not visible from the street. The acceptable standard shall include dimensional wall art, appropriate for the space. The Association reserves the right to deny installation of exterior art in its sole opinion.

## GENERAL BUILDING CONSTRUCTION STANDARDS

Indigo East will be developed with a variety of Architectural Styles; the architect should be sensitive of existing structures and the adjacent environment. Designs shall recognizably complement or acceptably contrast with its immediate surroundings. Restraint and Durability in design and material selection shall form the basis for acceptance by the ARB.

### **Minimum Building Size**

All dwelling units within Indigo East shall have designs with a minimum of 950 SF of air-conditioned space.

### **Exterior Materials**

Finish colors shall be applied consistently to all sides of the exterior of buildings. Recommended materials shall be stucco or similar cementitious products of neutral colors such as whites to beige and light grays. Brick and stone may be used as accents. Simulated brick or stone shall be permitted.

Finish materials shall be applied consistently to all sides of the exteriors of the buildings. Recommended materials shall be stucco and stone or similar simulated products. Wood and brick shall be allowed in limited areas only. Metal or vinyl siding is prohibited. Sample materials may be requested by the ARB for review.

Exterior materials are expected to be durable and capable of maintaining acceptable appearance for the conditions that exist at Indigo East. All materials proposed for exterior use shall be approved by the ARB prior to construction.

### **Fenestration, Enclosures, Exterior Trim and Decoration**

Exterior window and door trim and similar decorations shall be of same, complementing or contrasting color and material. Compatibility shall be considered by the ARB in accepting proposed trim and decoration alterations. The preferred material for trim and decorations are synthetic materials capable of maintaining original appearance for its exposure. All material proposed for exterior trim and decoration shall be approved prior to construction.

Gutters and down spouts shall be compatible with surrounding wall surfaces. Aluminum and pre-finished vinyl are preferred materials for gutters and down spouts. Application for Modification for gutters must indicate the location of the downspouts. Drainage from gutters shall not affect adjacent lots or homes by creating washout or other erosion.

Windows and doors shall be glazed with missile resistant laminated glass. Shutter systems shall require prior approval and shall be concealed from view when not in use or as approved by the ARB. Please refer to Rule 21. Hurricane Shutters for detailed specifications. The Storm/Hurricane Shutter Systems and list of Shutters/Contractors may be obtained from Customer Service located at Friendship Commons or viewed at [www.otowinfo.com](http://www.otowinfo.com). Aluminum awnings and jalousie-type windows are prohibited. Use of reflective glass shall be limited. Garage door openings shall be designated with proper door units; screened garage door units will be permitted.

Absolutely no screened enclosures shall be allowed on the fronts of homes. Screen enclosures shall meet Florida Building Code and comply with Marion County regulations for permitting and site setbacks.

No enclosures or alterations of any kind, which in any way change the appearance of fronts of homes, will be allowed.

## **Exterior Colors**

The color palette for Indigo East shall be subdued earth tones and pastels. Please refer to the **Approved Paint Palette** available at the Customer Service Department located at Friendship Commons. Any changes in the exterior colors made in future re-paintings shall be regarded as a “minor alteration or addition,” subject to approval by the ARB. Samples and/or color chips of all exterior colors are required with final submittal. Paints shall resist chalking and fading for a 10-year cycle. The ARB may require repainting of materials that fail to maintain acceptable appearance.

## **Building Heights**

Heights of buildings shall be compatible with adjacent buildings. The maximum height shall be thirty-five feet (35’) from outer edge of roadway curbing, and not more than two stories, unless a variance is granted by the ARB.

## **Roofs**

Flat roofs shall not be permitted on the main portion of the structure provided; however, the ARB shall have discretion to approve such roofs on the main body of a building if typical to that type of design. No built-up roofs shall be permitted, except on approved flat surfaces. The composition of all pitched roofs is high quality architectural grade shingles or cement tiles approved by the ARB. Please refer to the House Color Palettes/Shingle colors, available at the Customer Service Department located at Friendship Commons.

No metal roof extensions shall be allowed on the fronts of homes.

## **Chimneys**

Any exposed portion of a chimney outside of the building shall be constructed solely of brick, stone or stucco. If the fireplace is a metal (self-insulated) type with a metal spark arrester at the top of the chimney, this arrester must have a cowl or surround of a material approved in advance in writing by the ARB and be a color approved by the ARB. Please refer to the ARB **Sample Modification Form attached herein.**

## **Garages**

All residential dwellings shall include a garage adequate to house at least two (2) but not more than four (4) large size American automobiles.

All garages shall be constructed of the same exterior materials and colors as the main structure. All garage doors (except service doors) shall be a minimum width of nine feet (9’) for each automobile and operated by automatic door openers. Wherever possible, garage doors or service doors shall be located so they do not face the street. Garage doors should always be located where they are least visible to persons approaching the residence. When garage doors face the side home site line, screening from view by landscaping is required. Garage doors shall be constructed of a material that is similar in appearance to the exterior materials of the buildings, and the color of the garage doors shall be compatible with the color of other exterior finishes of the building. Garage doors, automatic door openers and service doors shall be maintained in a useful working condition and shall be kept closed when not in use. No garage shall be converted to other usage without the substitution of another garage. Carports shall not be permitted.

## **Water Conserving Bathroom Fixtures**

Water closets shall be water conserving (low volume) models and all faucets and showers shall have flow restrictors.

## **Energy Efficiency**

All homes shall meet or exceed Florida's Energy Efficiency Code for Building Construction. All plans and specifications submitted for final approval shall include evidence of compliance with this provision.

## **Appurtenances**

All exterior mechanical equipment, including but not limited to, transformers, vents, air conditioning compressors, pool pumps, generators, water softeners, meters, etc., shall be concealed from view by approved plantings from the **Approved Plant Palette**. Window air conditioner units are prohibited.

## **Roof or Wall Attachments or Penetrations**

ARB approval must be obtained for the installation or placement of any solar panel, solar tube, solar fan, skylight, weathervane or other roof or wall attachment or penetration. Improvement of a dwelling by installing photovoltaic devices (e.g., solar panels) is generally encouraged. However, in order to protect the community and its residents from unsafe or unsightly installations, the ARB requires that detailed specifications be submitted along with the Application for Approval of Request for Modification. These specifications include, but are not necessarily limited to:

- a. Detailed plans, engineering and specifications for installation, including the location, number, type and composition of the systems or devices to be attached.
- b. The ARB prefers that roof and wall attachments and penetrations not be visible from the street. The ARB reserves the right to restrict the location of any installation within the limits of Florida applicable law.
- c. The ARB requires that a product brochure for roof or wall mounting equipment and all components be provided with the Application for Approval of Request for Modification.
- d. All roof and wall attachments and penetrations must be able to withstand wind speeds of not less than one hundred ten miles per hour (110 mph).

The homeowner is responsible for ensuring that all county permits have been obtained by the contractor. The dwelling owner shall cause each approved roof or wall attachment or penetration to be inspected at least once each year and to be continuously maintained, repaired, repainted and otherwise cared for so as to ensure that the attachment or penetration and any mounting materials remain intact and in good condition and that they do not become weather-beaten or unsightly.

## **Accessory Uses**

Accessory uses are defined as any use incidental and subordinate to the principal use of the structure and located on the same lot. Accessory uses may include screened enclosures, porch extensions, garden buildings, generator and cover assembly, water softener, or any structure not built as an original component of the home. Accessory uses shall require the prior approval of the ARB. All generators, if approved, shall only be tested between the hours of 10:00 AM and 4:00 PM and shall not exceed a fifteen (15) minute run-time duration within the testing period. In addition, generators shall only be operated during power outages. Additionally, all accessories, for example, but not limited to, generators and water softeners, shall be hidden from plain view by approved plantings. Water softeners are prohibited from discharging into the Community's sewer system.

## **Antennas**

The use and placement of the antennas, aerials and similar equipment, including satellite dishes and antennas are to be placed, screened or landscaped so as to be hidden from view as long as such landscaping or placement does not affect the quality of reception or unreasonably increase the cost

of obtaining the antenna. Nor shall such antenna or satellite dish be placed in any position where it can create a safety hazard or potential nuisance. Please refer to **Mandatory Minimum Standards for DBS Device Installation and Antennas**, attached herein. Satellite dishes and antennas shall be installed to withstand a 110 mph force wind. FCC rules are constantly changing; therefore, the ARB shall review the then-current FCC rulings at time of application.

### **Hurricane Shutters**

Hurricane shutters, supporters and hardware are subject to review and approval of the ARB. Any supports or hardware that remains as a permanent element shall be finished to match the adjacent architectural element (i.e.: stucco, window frame, trim band, etc.). Hurricane shutters are to be closed/secured 48 hours before the storm, and are to be taken down (or opened) 24 hours after the official watch has been lifted. At all other times, hurricane shutters shall not be in use. Please also refer to Rule 21. Hurricane Shutters for detailed specifications.

### **Insurance**

All contractors performing modifications to a home site or structure must provide proof of an acceptable amount of general liability and automobile insurance before Application for Modification will be reviewed by the ARB.

## LANDSCAPING AND OPEN SPACES STANDARDS

### General

Any home site, which has been altered from its natural state, shall be landscaped according to plans approved by the ARB. All shrubs, trees, grass and plantings of every kind shall be kept well maintained, properly cultivated and free of trash and other unsightly material. Landscaping as approved by the ARB shall be complete at the time of submittal of the Builder's Construction Completion transmittal to the ARB. Homeowner shall be responsible for calling in any and all utility locates at Sunshine 811 at 811 or State One Call: 1-800-432-4770.

### Landscaping Plan

A landscaping plan for each home site must be designed, submitted and approved by the ARB. The landscape plan must provide accurate documentation of home owner(s) intent, what the home owner will be removing and planting, for ARB review. Existing trees intended for removal should be shown and may not be removed without the prior approval of the ARB. The landscape plan shall indicate all plant types by Botanical and common names, sizes, height, spread, caliper, and plant spacing. The landscape plan shall also provide a scale of measure to assist the ARB in its evaluation. The ground surfaces of all lots except that occupied by hardscape or structure shall be covered with a combination of landscaping, i.e., sodded grass lawn, planted ground cover and approved mulch material. The landscaping plan shall be in compliance with Bay Laurel Center Community Development District's (BLCCDD) Uniform Service Policy. Please refer to [www.BLCCDD.com](http://www.BLCCDD.com) and click on Public Records, then the Uniform Service Policy, Sections 49.2 and 49.3, Residential Irrigation Additional Requirements.

The objective of the landscaping plan should be to provide landscaping around each home, which is consistent with the high standards of the Indigo East Neighborhood. In order to complete a landscaping plan, you will need to locate your site plan. Please refer to the **Typical Site Plan**, attached for your reference.

### Trees

In order that the natural beauty of the home site may be preserved, no living tree having a diameter of 2 ½ inches or more ~~diameter breast height (DBH)~~ measured 6" from grade shall be destroyed or removed from the property unless approved by the ARB in connection with its approval of the plans and specifications for the construction of improvements on the property. The builder shall take special care during construction not to injure or destroy trees or tree root systems including use of protective barriers to keep equipment away from trees. Each home shall have at least one (1) canopy tree not less than 2-2 ½" of caliper 6" from grade as measured by Florida ~~g~~Grades and sStandards for Nursery Plants, 2015, unless the original home site did not include a canopy tree, one foot (1') from grade. Only trees appearing on the approved list maintained by the ARB shall be approved for installation. Trees shall be planted at least five feet (5') off property line. Please refer to **Approved Plant Palette, attached herein.**

### Sod

Sod may be removed and replaced with an approved sod or ground cover or with weed mat and three (3) inches or more of gravel as long as 50% of the pervious surface (green space) remains in sod or landscape bed. When removing sod and replacing with rock, mulch or gravel, property lines shall be defined with a continuous cementitious-poured in place curbing, steel edging, reinforced plastic edging or an interlocking stacked block concrete material not to exceed eighteen inches (18") along the same horizontal plane to maintain the rock, mulch or gravel in place. The ARB reserves the right to approve or deny any application or material not in accordance with the standards herein. Please refer to **Approved Plant Palette, attached herein** for approved grasses.

### **Mulch and Bed Edge**

All planting areas within each home site shall be covered and maintained with three (3) inches or more of pine needle, pine bark, cypress, gravel, or other suitable mulch. ~~If sod is removed and replaced with gravel, weed mat must be installed and three (3) inches or more of gravel must be maintained in the planting areas and the planting areas must be clearly delineated by color, curbing or other separation approved by the ARB.~~ Not more than 50% of the pervious surface (green space—planting and sodded areas) may be mulch, rock or gravel. Bed edge shall be constructed as a continuous edge on the same horizontal plane. Use of a cementitious poured in place curbing, steel edging, metal or reinforced plastic edging or an interlocking stacked block concrete material not to exceed eighteen inches (18") is recommended for bed edging purposes. ~~Use of poured in place, cementitious, continuous curbing and~~ is required when defining property lines. All edging materials are subject to approval by the ARB.

### **Plant Materials**

Plant materials shall equal or exceed the standards for Florida No. 1, as given in “Grades and Standards for Nursery Plants” Part I and Part II State of Florida Department of Agriculture, and any amendments thereto. The landscape plan shall include all plant types by botanical and common name, sizes, height, spread, caliper, quantity and plant spacing. Perennial plants may not dominate more than 25% of the total square footage of the landscaped bed areas and must be supported by woody ornamental or evergreen plantings. All plant materials are subject to the review and approval of the ARB. Use of non-indigenous plants is discouraged. Use of native, drought-tolerant species is strongly encouraged. Please refer to the **Approved Plant Palette, attached herein.**

### **Irrigation**

All sod, ground covers and landscaped areas shall be provided with an automatic underground irrigation system. Irrigation must be provided to the back of the curb of the adjacent street. All home sites must use the irrigation water source(s) as provided for such use, including re-use sources. Home owner cannot install additional irrigation unless in compliance with BLCCDD’s Uniform Service Policy. Please refer to [www.BLCCDD.com](http://www.BLCCDD.com) and click on Public Records, then the Uniform Service Policy, Sections 49.2 and 49.3, Residential Irrigation Additional Requirements.

### **Fertilizers and Pesticides**

Only slow-release fertilizers and pesticides approved by the U. S. Environmental Protection Agency and the Florida Department of Environmental Regulation shall be used and applied in accordance with the label instructions.

FOR LINK TO MARION COUNTY BOARD COUNTY COMMISSIONERS (MCBCC) FERTILIZER ORDINANCE 08-35 see below:

<http://www.districtgov.org/images/whatsnew/MCBCC%20Fertilizer%20Ord%2008-35%20FINAL%20SIGNED.pdf>



## FEES FOR MINOR/MAJOR REVIEWS

The intent of the ARB is to promote and assure that all improvements are aesthetically compatible with each other; promote simple elegance in architectural character; and that dwellings are constructed to reflect the quality and permanence of a premiere residential community. In that regard, the ARB is responsible for ensuring certain improvements are done in accordance with the approved Application for Modification.

The following list of improvements will be inspected upon their completion by ARB representatives at the fee listed:

### Minor Review Inspections (\$35 fee applies)\*\*

- Hurricane Shutters
- Fences
- Walls
- Chimneys
- Appurtenances and Wall or Roof Attachments or Penetrations
- Accessory Uses: screen enclosures, porch extensions, water softeners, generators or other non-structural changes
- Antennas: satellite dishes and antennas
- Landscape Modifications: changes to approved landscape design (Note: No approval or inspection fee is required to install any plant from the Approved Plant Palette in conformity with the previously approved landscape design.)

### Major Review Inspections (\$150 fee applies)\*\*

- Swimming Pools (includes screened enclosure)
- Wading Pools
- Permanent structural additions attached to the home, excluding screened lanais, screened enclosures.

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\* Fees are subject to change without notice. The ARB reserves the right to include fees for such other modifications as may be required from time to time. Please check with Customer Service for an updated listing.

\*\* Residents are responsible for delivering the inspection fee at the time Application for Modification form is submitted to the Customer Service Department.

# Sample – Indigo East Typical Site Plan

PLOT PLAN for: ON TOP OF THE WORLD COMM. INC. & ZONING SITE PLAN NO. \_\_\_\_\_

DESCRIPTION: \_\_\_\_\_

RECORDED IN PLAT BOOK \_\_\_\_\_ PAGE(S) \_\_\_\_\_ PUBLIC RECORDS OF MARION COUNTY, FLORIDA

CONCRETE & SOD CALCULATIONS (UNITS IN SQUARE FEET)			
TOTAL LOT & R.O.W. AREA TO CURB	9262.56	GARAGE STOOP	0.00
HOUSE SLAB	1244.00	A/C PAD (TYPICAL - NOT SHOWN)	9.00
GARAGE	463.00	WALKWAY	135.36
FRONT PORCH/STOOP	96.00	DRIVEWAY (INCL. FLARES)	488.99
COVERED PATIO	112.00	RIGHT-OF-WAY SIDEWALK	0.00
SCREEN ROOM STOOP		TOTAL UNEXPOSED GROUND AREA	2548.35
		TOTAL SOD AREA (TO CURB)	6714.21

**HYACINTH**  
F.F. 71.2

**C-138**  
L=50.74'  
R=114.00'  
Δ=25°30'00"  
CB=N69°13'22"W  
CH=50.32'

**OFFICE USE ONLY**

P.A. NO. \_\_\_\_\_ SEC \_\_\_\_\_ TWP \_\_\_\_\_ RGE \_\_\_\_\_ ZONING MAP \_\_\_\_\_

PLAT BK \_\_\_\_\_ PGE \_\_\_\_\_ ZONING CLASS. \_\_\_\_\_ TAZ \_\_\_\_\_

ESDZ \_\_\_\_\_ FLOOD ZONE \_\_\_\_\_ MAP NO. ELEV. \_\_\_\_\_ NOTES: \_\_\_\_\_

MINIMUM SETBACKS: FRONT \_\_\_\_\_ REAR \_\_\_\_\_ SIDE \_\_\_\_\_ SIDE \_\_\_\_\_

<p><b>BOWYER-SINGLETON &amp; ASSOCIATES, INCORPORATED</b></p> <p>ENGINEERING • PLANNING • SURVEYING • ENVIRONMENTAL</p> <p>7651 SOUTHWEST HIGHWAY 200, SUITE 109 OCALA, FLORIDA 34476 352-291-4930 • FAX 352-291-4894 CERTIFICATE OF AUTHORIZATION LB 1221</p>	APPROVED DATE: _____	REVISION
	DENIED DATE: _____	DATE
	ANY CHANGES TO SITE PLAN MUST BE APPROVED BY THE ZONING DEPARTMENT.	BOOK
		PLAT PLAN
		09/27/05

## **On Top of the World Communities Landscaping and Irrigation Standards**

Welcome to On Top of the World Communities. Our mission is to provide premier services to the people who seek to “Find Their Place in the World.”

Here at On Top of the World Communities we strive to be stewards of the environment around us therefore we do things a little different. Let us take a minute of your time to explain our reasoning and methods of our conservation efforts.

Protecting our water resource is a number one priority. We work with the Florida Yards and Neighborhoods program (“FYN”). This program is sponsored by the Institute of Food and Agricultural Sciences and the Florida Division of Agriculture to promote water-wise landscapes. On Top of the World Communities, Inc. strives to educate our residents in this regard. The following suggestions are from the FYN Handbook:

- Install the right plant in the right Place:
  - o Light Conditions – install a plant that can handle direct sunlight, shade or filtered sunlight.
  - o Soil Conditions – picking plant material that like to be in moist soil conditions or dry soil conditions.
  - o Cold/Heat Hardiness – choosing plant material that can withstand the climatic zone that we live in.
  - o Water requirements – installing plant material that can handle the drought situations and flourish with the rainfall we receive and minimal irrigation.
- Water and Irrigation Efficiency:
  - o Let the landscape tell you when it needs water
  - o Irrigation controller usage – each home is equipped with an Irrigation Controller and Rain Sensor, let them do their job.
  - o Watering your lawn - early morning irrigation minimizes evaporation and waste.
- Irrigation Amount - lawns only need about one-half to three-quarters of an inch of water at a time. To measure this use empty tuna cans and run the zones for 15 minutes to see your water usage.
- **Do not water between the hours of 10:00 a.m. and 4:00 p.m.; this is a statewide watering restriction. Please refer to watering restrictions at [www.otowinfo.com](http://www.otowinfo.com).**

We strive to be leaders in conservation of water usage. We do this by trying to reduce the amount of surface runoff and evaporation when irrigating our neighborhoods and roadway landscaping. As residents of the community we ask that you help us by doing your part in conserving a precious natural resource.

By ~~visiting~~ [visiting \(Visit <http://www.marioncountyfl.org/departments-agencies/departments-and-extension-service/lawn-and-garden/florida-yards-and-neighborhoods> you can learn more about Florida Yards and Neighborhoods and Florida Friendly Landscaping.\)](http://www.marioncountyfl.org/departments-agencies/departments-and-extension-service/lawn-and-garden/florida-yards-and-neighborhoods)

The landscaping installed at homes in Indigo East is designed to be Florida Yards and Neighborhoods friendly. Turf areas are historically known to be the largest water users in the landscape. Plant beds are landscaped with plant material that can handle some water stress. This is especially important during the spring and summer months when water use restrictions really have an effect on the landscape. Also, these landscapes are designed to help the homeowners save money on water usage. When the plants are fully established the homeowners can reduce watering times resulting in money savings and the conservation of a precious resource.

Here are the types of heads we use in residential landscaping including the suggested run times.

<b>Irrigation Manufacturer</b>	<b>Application</b>	<b>Type of Head</b>	<b>Precipitation Rate</b>	<b>Run Time</b>
<i>Hunter</i>	<i>Turf</i>	<i>PS Series Heads</i>	<i>1.4" - 1.7" per hour</i>	<i>10-20 min</i>
<i>Hunter</i>	<i>Turf</i>	<i>SRS Series Heads</i>	<i>1.5" per hour</i>	<i>10-20 min</i>
<i>Hunter</i>	<i>Turf</i>	<i>Pro Spray Series</i>	<i>1.5" per hour</i>	<i>10-20 min</i>
<i>Hunter</i>	<i>Turf</i>	<i>Institutional Spray</i>	<i>1.5" per hour</i>	<i>10-20 min</i>
<i>Rainbird</i>	<i>Turf</i>	<i>1800 Series</i>	<i>1.6" per hour</i>	<i>10-20- min</i>
<i>Rainbird</i>	<i>Turf</i>	<i>Uni-Spray</i>	<i>1.6" per hour</i>	<i>10-20 min</i>
<i>Rainbird</i>	<i>Shrubs</i>	<i>Xeri-Bug Emitter</i>	<i>0.5 - 2.0 GPH</i>	<i>30 min - 1 hr.</i>
<i>Rainbird</i>	<i>Shrubs</i>	<i>Xeri-Bubblers</i>	<i>0 - 35 GPH</i>	<i>20-45 min</i>
<i>Rainbird</i>	<i>Shrubs</i>	<i>Xeri-Spray</i>	<i>0 - 31 GPH</i>	<i>20-45 min</i>
<i>Rainbird</i>	<i>Shrubs</i>	<i>Xeri-Spray 360</i>	<i>0 - 24 GPH</i>	<i>20-45 min</i>
<i>Hunter</i>	<i>Turf</i>	<i>PGP</i>	<i>.12" - 1.1" per hour</i>	<i>30 min-1 hr.</i>
<i>Hunter</i>	<i>Turf</i>	<i>MP Rotator</i>	<i>.45" per hour</i>	<i>90 min</i>

**On Top Of the World Communities, Inc.**  
**Approved Plant Palette**

**Shrubs for Subtropical climates**

\* Native plant

S= Sun, PS=Part Shade  
 FS=Full Shade

**Botanical Name**

**Common Name**

<i>Abelia x grandiflora</i>	Glossy Abelia, S, PS
* <i>Callicarpa americana</i>	American Beautyberry, S
* <i>Illicium floridanum</i>	Anise, Florida Anise, S, FS
* <i>Illicium parviflorum</i>	Anise, Ocala Anise, S, PS
* <i>Rhododendron austrinum</i>	Florida Flame Azalea, FS
* <i>Rhododendron canescens</i>	Florida Pinxter Azalea, FS
<i>Nandina domestica</i>	Heavenly Bamboo, S, FS
<i>Berberis thunbergii</i>	Japanese Barberry, S
<i>Callistemon rigidus</i>	Bottlebrush, S
<i>Buxus microphylla</i>	Boxwood, S
<i>Ligustrum sinense</i>	Chinese Privet, S, PS
<i>Buddliea davidii</i>	Butterfly Bush, S
<i>Camellia japonica</i>	Camellia, PS, FS
<i>Camellia sasanqua</i>	Sasanqua Camellia, PS, FS
<i>Cana spp.</i>	Cana Lilly, S, PS
<i>Gardenia spp.</i>	Gardenia, S, PS
<i>Ilex cornuta</i>	Chinese Holly, S
<i>Cleyera japonica</i>	Cleyera, S, PS
<i>Cycas revoluta</i>	Sago Palm, S
<i>Elaeagnus pungens</i>	Elaeagnus, Silver Thorn, S, PS
<i>Pyracantha coccinea</i>	Firethorn, Pyracantha, S
<i>Rhododendron simsii</i>	Formosa Azalea, PS, FS
<i>Mahonia bealei</i>	Leatherleaf Mahonia, PS, FS
<i>Mahonia fortunei</i>	Fortune's Mahonia, PS, FS
<i>Ligustrum japonicum</i>	Wax Leaf Ligustrum, S, PS
<i>Cortaderia selloana</i>	Pampas Grass, S
<i>Acca sellowiana</i>	Pineapple Guava, S, PS
<i>Rapheolepis indica</i>	Indian Hawthorn, S
<i>Hibiscus spp.</i>	Hibiscus, S
<i>Ilex crenata</i>	Japanese Holly, S, PS
<i>Ilex rotunda</i>	Rotunda Holly, S, PS
* <i>Ilex vomitoria</i>	Yaupon Holly, S, PS
<i>Ilex 'Nellie R. Stevens'</i>	Nellie R. Stevens Holly, S
<i>Hydrangea macrophylla</i>	Hydrangea, PS, FS
* <i>Hydrangea quercifolia</i>	Oak Leaf Hydrangea, S, PS
<i>Jasmine mesnyi</i>	Primrose Jasmine, S, PS
<i>Rhododendron x obtusum</i>	Indica Azaleas, PS, FS
<i>Serenoa repens</i>	Saw Palmetto, S, PS
<i>Rhapidophyllum histerix</i>	Needle Palm, PS, FS
<i>Nerium oleander</i>	Oleander, S
<i>Osmanthus fragrans</i>	Tea Olive, Sweet Olive, S, PS

Podocarpus macrophyllus  
Myrica cerifera  
Viburnum suspensum  
Viburnum odortissimum  
 \*Viburnum obovatum  
Loropetalum chinense  
Pittosporum tobira  
Philodendron bipinnatifidum

Podocarpus, S, PS  
 Wax Myrtle, S, PS  
 Sandankwa Viburnum, S, PS  
 Sweet Viburnum, S, PS  
 Walter's Viburnum, S, PS  
 Chinese Fringe Bush, S  
 Pittosporum, S  
 Philodendron Selloum, PS, FS

**Groundcovers for Subtropical climates**

**\* Native plant**

Allamanda violacea  
Dietes irodiodes  
Dietes bicolor  
Agapanthus praecox  
Hedera canariensis  
 \*Zamia floridana  
Acuba japonica  
Gelsemium sempervirens  
Aspidistra elatior  
Trachelospermum jasminoides  
Trachelospermum asiaticum  
Lonicera sempervirens  
Hemerocalis spp.  
Hedera Helix  
Cupheahys sopifolia  
 \*Spartina bakeri  
Papalum quadrifarium  
Thubaghia violacea  
Lonicera japonica  
 \*Rhododerdron canescens  
Juniperus chinensis  
Juniperus conferta  
Juniperus horizontalis  
Lantana spp.  
Liriope spp.  
Ophiopogon japonicus  
 \*Muhlenbergia capalaris  
 \*Eragrostis spp.

Pink Allamanda, S, PS  
 African Iris, S, PS  
 Yellow African Iris, S, PS  
 Agapanthus, S, PS, FS  
 Algerian Ivy, PS, FS  
 Coontie Palm, S, PS  
 Acuba, FS  
 Carolina Jessamine, S, PS  
 Cast Iron Plant, PS, FS  
 Confederate Jasmine, S, PS  
 Asian Jasmine, S, PS  
 Coral Honeysuckle, S, PS  
 Daylily, S  
 English Ivy, PS, FS  
 Mexican Heather, S, PS  
 Sand Cordgrass, S  
 Evergreen Paspalum, S  
 Society garlic, S, PS  
 Japanese Honeysuckle, S, PS  
 Wild Honeysuckle, S, PS  
 Chinese Juniper, S  
 Shore Juniper, S  
 Creeping Juniper, S  
 Lantana, S  
 Liriope, S, PS, FS  
 Aztec Grass, S, PS, FS  
 Muhly Grass, S  
 Love Grass, S

**Buffer Planting Recommended Plant Palette**

Buffer Planting Specifications:

Landscape Buffer requirements: Landscape plants must be maintained at least thirty-six to no more than forty-eight inches (36" - 48") in height to provide one hundred percent (100%) coverage of buffered area. Plant material will be planted in a "double staggered row" spaced thirty-six to forty-eight inches o.c. (36"- 48" on center) with a recommended plant. Quantities and sizes of plants will vary on buffer length.

<b>Botanical Name</b>	<b>Common Name</b>
<b><u>*Native plant</u></b>	
<u>Cleyera japonica</u>	Cleyera, S, PS
<u>Elaeagnus pungens</u>	Elaeagnus, Silver Thorn, S, PS
<u>Ligustrum sinense</u>	Chinese Privet, S PS
<u>Ligustrum japonicum</u>	Wax Leaf Ligustrum, S, PS
<u>*Illicium floridanum</u>	Anise, Florida Anise, PS, FS
<u>*Illicium parviflorum</u>	Anise, Ocala Anise, S, PS
<u>Myrica cerifera</u>	Wax Myrtle, S, PS
<u>Nerium oleander</u>	Oleander, S
<u>Viburnum suspensum</u>	Sandankwa viburnum, S, PS
<u>Viburnum odortissimum</u>	Sweet Viburnum, S, PS

### **Recommended Canopy Tree**

<b>Botanical Name</b>	<b>Common Name</b>
<u>*Acer rubrum</u>	Red Maple
<u>*Acer saccharinum</u>	Silver Maple
<u>*Quercus virginiana</u>	Live Oak
<u>*Quercus shumardii</u>	Shumard Oak
<u>Quercus lyrata</u>	Overcup Oak
<u>Quercus nuttallii</u>	Nuttall Oak
<u>*Magnolia grandiflora</u>	Southern Magnolia
<u>*Betula nigra</u>	River Birch

### **Recommended Understory Tree and Palm Palette**

#### **\*Native plant**

<b>Botanical Name</b>	<b>Common Name</b>
<u>*Cercis canadensis</u>	Red Bud
<u>*Cornus florida</u>	Dogwood
<u>Ligustrum japonica</u>	Tree Form Ligustrum
<u>Lagerstromia indica</u>	Crape Myrtle
<u>*Pinus elliottii</u>	Slash Pine
<u>*Pinus palustris</u>	Longleaf Pine
<u>*Pinus taeda</u>	Loblolly Pine
<u>*Pinus clausa</u>	Sand Pine
<u>*Betula nigra</u>	River Birch
<u>*Sabal palmetto</u>	Sabal Palm
<u>Phoenix canariensis</u>	Canary Island Date Palm
<u>Livistona chinensis</u>	Chinese Fan Palm
<u>Chamerops humulis</u>	European Fan Palm
<u>Butia capitata</u>	Pindo Palm
<u>Syagrus romanzoffianum</u>	Queen Palm
<u>Washingtonia robusta</u>	Washingtonia Palm
<u>Trachycarpus fortunei</u>	Windmill Palm
<u>Salix babylonica</u>	Weeping Willow
<u>*Ilex attenuata 'East Palatka'</u>	East Palatka Holly
<u>Ilex attenuata 'Savannah'</u>	Savannah Holly

Ilex cassine  
\*Taxodium distichum  
Gordonia lasianthus

Dahoon Holly  
Bald Cypress  
Loblolly Bay

**Recommended Sod Palette**

Stenotaphrum secundatum 'Classic'  
Paspalum notatum 'Argentine'  
Zoysia japonica 'Empire'

Classic St. Augustine  
Argentine Bahia Grass  
Empire Zoysia Grass



## Water Conservation Systems

All installations and alterations of water conservation systems require the approval of both the Bay Laurel Center Community Development District and the ARB. Rain barrels, cisterns, or other capture systems with an approved Application of Approval of Request for Modification and meeting the following criteria may be installed:

- a. storage system material shall be rubberized, fiberglass, clay, or other material approved by the ARB;
- b. storage system capacity may not exceed fifty five (55) gallons per collection up to a maximum of two (2);
- c. storage system shall be gravity fed type and have fitting lid to prevent contamination and insect vector attraction;
- d. storage system pedestal height may not exceed twelve inches (12”) and shall be poured in place or precast single platform;
- e. storage system shall be screened by four foot (4’) high white PVC fence or wall of approved style rendering the installation invisible from any side yard or street view;
- f. storage system plant buffer shall be selected from the Approved Plant Palette for buffer plants and installed at two feet (2’) on center intervals to provide buffer from street view, and all buffer plantings shall be maintained by the Owner in perpetuity;
- g. down gutter that feeds the storage system shall match the dwelling gutter system color;
- h. storage system may not be installed on the front of the dwelling;
- i. no backflow or cross-connection to any other system or equipment is allowed;
- j. no pump or other device may be used to pressurize the collected rain water storage system and be connected into the existing irrigation system of the dwelling; and
- k. storage system location may not interfere with the maintenance of the dwelling or any neighboring dwelling or lot.

Any other conservation system will be reviewed based on the degree to which it conforms to the above water conservation systems criteria and based on the technological, safety, health, and public welfare aspects of the proposed installation.

## Indigo East Site Lighting Standards

### Outdoor Lighting

- Outdoor lighting shall be achieved by using the lowest wattage of lamp possible to provide the amount of light needed according to standards provided by the Illuminating Engineering Society of North America (IESNA)
- Lighting shall be installed in a manner to prevent direct glare onto adjacent properties.
- Light spillage onto adjacent properties may not exceed 0.5 foot candles for residential.

### **Exterior Post Lamps**

- The Homeowner is responsible for maintaining the photo sensor and light on the exterior post lamp to ensure they are in good working order.
- All post lamps, when replaced, must be of consistent color and style as the original install.

### **Landscape Lighting Specifications:**

- All landscape lighting shall be “low voltage” incandescent lighting and shall be approved by the ARB of the Association prior to installation.
- Low voltage light fixtures for landscape path lighting will be allowed, tree up-lighting shall be allowed, but only in a manner that is not obtrusive to others.
- Landscape lighting near roads will be shielded in a manner to ensure safety of vehicles and pedestrians and shall not be obtrusive or a nuisance to others.
- Lighting may be mounted to the dwelling, and shall conform to the original architecture of the house. The homeowner shall receive Association permission before changing the exterior condition of the home.
- Holiday lighting and decorations shall be permitted so long as the lights and decorations do not constitute a nuisance. Colored bulbs in low voltage light fixtures and building mounted fixtures shall not be allowed. Rope and tube lighting only allowed during the holiday season. Lights and decorations are to be added no earlier than the second weekend in November and must be removed by January 16.
- Decorations for other holidays such as, but not limited to, St. Patrick’s Day, Independence Day, Halloween and Thanksgiving, may be displayed on each lot or dwelling beginning not earlier than fourteen (14) calendar days before the holiday and shall be removed within seven (7) calendar days after the holiday. They must be displayed in a tasteful manner and shall not be excessive relative to the general level of lighting and decoration in the community, or constitute a nuisance to the neighbors, or create an obstruction to maintenance. It is the owner’s responsibility to ensure that the decorations are displayed safely and do not constitute a safety hazard for the neighbors or maintenance personnel.
- All lighting equipment, junction boxes and other components vital to the lighting system shall be concealed from curbside view. Shrubs shall be used to conceal landscape lighting fixtures and hardware, including junction boxes and timers.
- Solar lights are discouraged and must be removed when they are no longer operational.

**Indigo East**  
**Mandatory Minimum Standards for DBS Device Installation and Antennas**

The purpose of these Minimum Standards is to protect the safety of residents and surrounding properties from installation of devices designed to receive direct broadcast satellite signal which are one meter in diameter or less, and for antennas. This agreement form further provides guidelines for acceptable installation methods, components, and locations.

As used herein, “DBS installation,” shall mean the reception device and its means of mounting. “Antennas” shall mean devices designed to receive internet, high-speed internet, wireless internet, voice over internet protocol, video, cable, satellite, telephone, radio, alarm, security, and other similar technology services delivered by aboveground or underground fiber optic cables, conduits, lines or wireless equipment, and television broadcast signals.” “Rear Base Building Line” shall mean the back wall of any dwelling, excluding any appurtenances attached to the dwelling either as a part of the original construction, or as an addition, including covered concrete patios, screen rooms, or sun rooms.

It is the obligation of the owner to seek Association approval pursuant to the Declaration of Covenants, Conditions and Restrictions for Indigo East (hereinafter called “Declaration”). All applications for such approval must clearly show that the DBS installation shall not violate any of the provisions of the Declaration. Approvals will not be granted unless the installation is in full compliance with the Declaration and with these minimum standards.

**Indemnification:**

1. Owner(s) agrees to indemnify and hold harmless On Top of the World Communities, Inc., Indigo East Neighborhood Association, Inc (Association) and Parkway Maintenance & Management, Co. (Management Company) for any damage which may result to the installation in the normal course of maintenance work by the management company or any of its designated representatives.
2. Owner(s) agree to indemnify and hold harmless, On Top of the World Communities, Inc., Indigo East Neighborhood Association, Inc (Association), Parkway Maintenance & Management, Co. (Management Company) and any and all related entities of On Top of the World Communities Inc., for any liability whatsoever from damage resulting to surrounding dwelling as a result of the failure of an installation. No approval shall be given until the Owner(s) has/have executed an indemnity agreement pursuant to this paragraph.

**Installation and Location:**

A. Ground Installation:

1. Prior to installation, the Owner(s) shall demonstrate to the satisfaction of the Association or its designee, that the reception device or antenna must be able to withstand wind speeds up to 110 mph. This information must be provided as an attachment to the building modification application form.
2. The DBS reception device shall be anchored in the ground on a single pole mount, capable of withstanding 110 mph winds.
3. A single DBS installation or antenna ~~may not be located greater than five feet (5') from the rear base building line of the dwelling or five feet (5') from the side wall of the dwelling, preferably in the landscape bed, and behind the HVAC unit, shielded~~ must be installed in

compliance with the Dish Installation Locate Guide, included herein, and shielded from street view. The base building line does not include structures such as patios, screen rooms, or sun rooms. If the signal cannot be obtained at preferred location, the ARB will work with the DBS vendor on an agreed upon location that may require screening from view with buffer plantings.

4. DBS installation shall not extend to a height greater than three feet (3') above the top of the roof fascia.
5. DBS unit may not encroach on neighboring property.
6. Consideration of neighboring homes and their respective window views must be given.

#### B. Building Installation

1. Attachment shall be by the use of hardware capable of securing the DBS installation against winds up to 110 mph.
2. Satellites attached to the building must be installed behind the HVAC unit, unless otherwise agreed by the Association.
3. DBS installation shall not extend to a height greater than three feet (3') above the top of the roof fascia.
4. We strongly discourage attaching DBS system to the roof. Roof attachments will void your roofing warranty in and around the location of the satellite installation.
5. Building installations shall not be in the direct line of sight of an adjacent home's window. The DBS system shall not be a nuisance or impediment to the view of a neighboring home.
6. Building installation must take great care to protect the structural integrity of the home. Home owner is exclusively and completely responsible for any and all damage, both cosmetic and structural done to the home due to building installation. Home's warranty may be voided if DBS installation or attachment is deemed to be responsible for any damage or system failure.

#### C. Antenna Installation:

1. Antennas which may be anchored to the rear base building line shall not extend higher than eight feet (8') above the top of the roof fascia.
2. Installation shall be by the use of hardware capable of securing antenna against winds up to 110 mph.
3. The antenna may not be located more than five feet forward from the rear base building corner of the home.
4. Antennas shall be self-supporting, requiring no guy wires to remain stable.
5. Location of any antenna installation(s), not attached to building structure, will be at the discretion of the ARB. Location must be determined and subsequently approved by the ARB. Please refer to the ARB **Sample Modification Form**.

#### D. Wi-Fi Receiver Antennas

1. Attachment shall be by the use of hardware capable of securing the Antenna against winds up to 110 mph.
2. Antennas attached to the building must be installed by an under eave J mount antenna behind the HVAC unit, unless otherwise agreed by the Association.
3. Antennas may be installed on the fascia behind the HVAC unit and shall not extend to a height greater than three feet (3') above the top of the roof fascia.
4. Antennas shall not be installed in the direct line of sight of an adjacent home's window and shall not be a nuisance or impediment to the view of a neighboring home.
5. Building installation must take great care to protect the structural integrity of the home. Home owner is exclusively and completely responsible for any and all damage, both cosmetic and structural done to the home due to building installation. Home's warranty may be voided if installation or attachment is deemed to be responsible for any damage or system failure.

These mandatory minimum standards shall run with the land and with all ownership interests in Indigo East and shall be binding upon all Owners and Occupants, and their heirs, successors, and assigns.

Accepted this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Owner:

Owner:

## **Indemnity Agreement for DBS Device or Antenna Installation**

The undersigned, having requested approval of the Indigo East Neighborhood Association, Inc. for the privilege of installing a DBS device pursuant to the Mandatory Minimum Standards for DBS Device Installation and Antennas, does hereby ratify the provisions of number paragraph one of those standards and does further agree that it shall indemnify and hold harmless On Top of the World Communities, Inc., Indigo East Neighborhood Association, Inc. (Association), Parkway Maintenance & Management, Co. (Management Company) and any and all of its agents and employees from any loss or damage as a result of the installation and or maintenance or operation of any DBS Device or Antenna installation. This indemnification agreement shall obligate the owner(s) to reimburse the Association or Management Company or any of its agents and employees for all costs and expenses including attorney's fees, which may be expended with regard to any claim regarding said DBS Device or Antenna installation or operation or maintenance.

Accepted this day of, \_\_\_\_\_

Owner:

Owner:

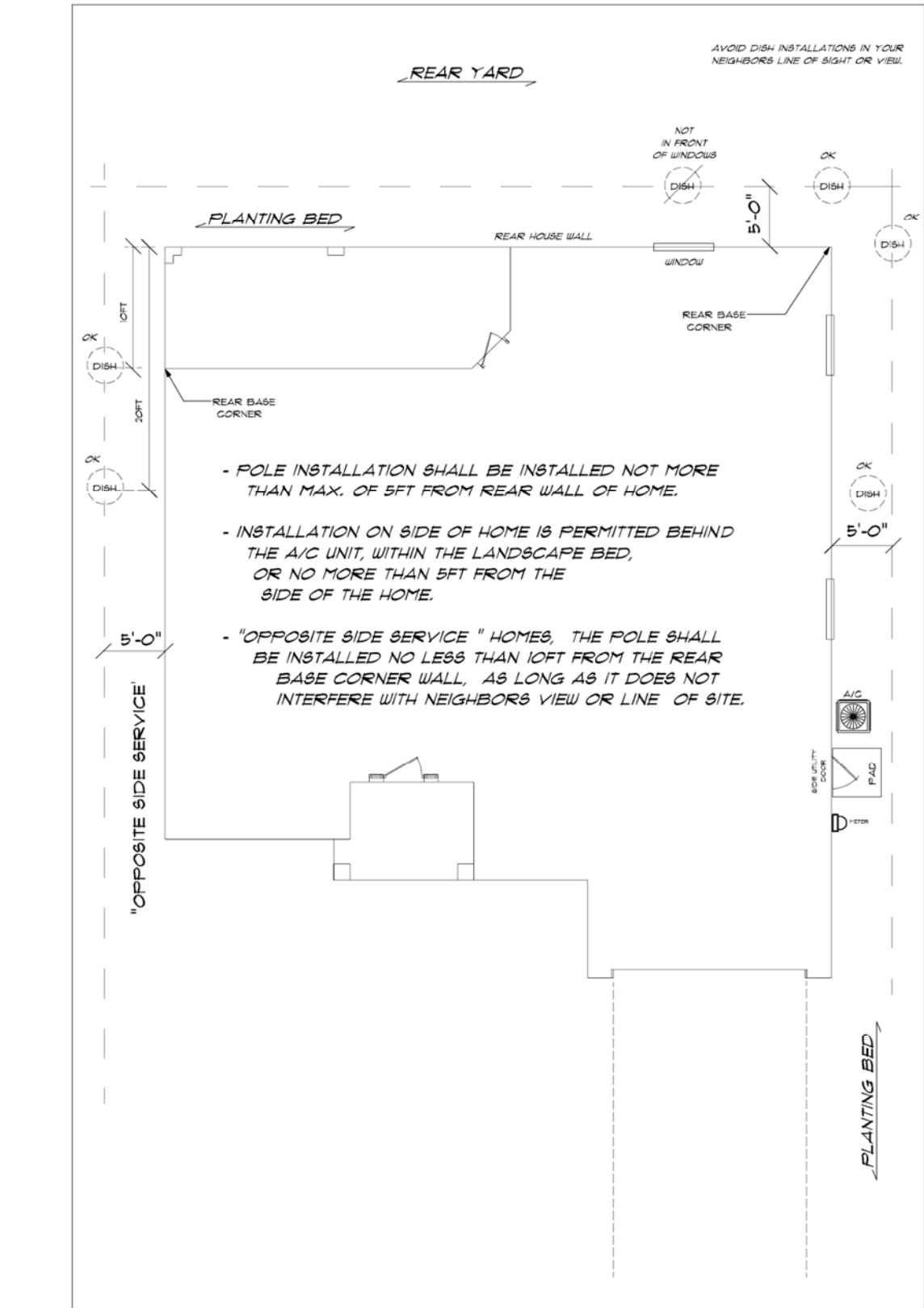
Address:

Ocala, FL 34476

## **SCHEMATIC - DISH INSTALLATION LOCATE GUIDE**

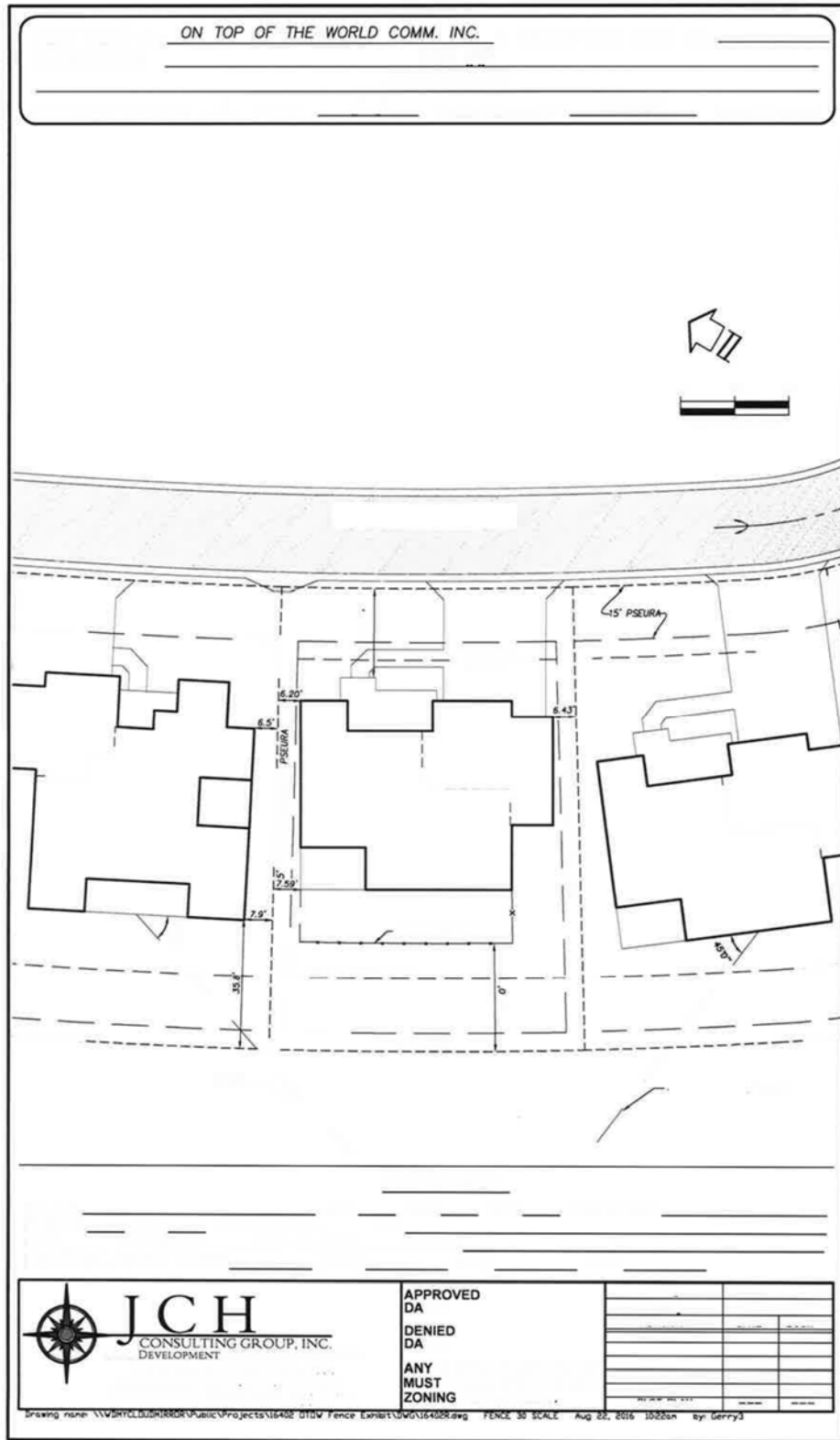
(Schematic follows this page)

## DISH INSTALLATION LOCATE GUIDE





**Example of Line of Sight Rules for Fence and Wall**



## **Instructions for Completing Modification Form**

This form is provided as a “**sample**” only. Please visit our Customer Service Department where a Customer Service representative will input all the necessary information into the form for you. Please be sure to attach a sketch of any modifications you plan to make to the exterior of the home (whether structural or landscaping). We suggest using a copy of your home site plan for preparing your sketch. Additionally, provide the name of the contractor performing the work along with proof of liability insurance coverage.

## Application for Approval of Request for Modification

Alteration/ Modification to Dwelling

**\*\*Sketch or Drawing Must Be Attached\*\***

**\*\*SAMPLE\*\***

The undersigned hereby applies to the Architectural Review Board of Indigo East Neighborhood Association, Inc. ("Association") for approval to make only those specific modifications/alterations or landscaping changes as specified in the attached drawings and as summarized above. The undersigned represents and covenants that the said modification/alteration or landscaping changes will be exactly as set forth herein; with no changes or modifications other than as approved should this application be granted; and further, the undersigned acknowledges, ratifies and confirms that this application, if granted shall be solely based on the plans and drawings submitted herewith. No amendment nor change of any kind shall be permitted nor shall be acceptable without the express written approval of the Association.

### **APPROVAL FOR THE MODIFICATION SHALL BE SUBJECT TO THE FOLLOWING CONDITIONS ALL OF WHICH MUST BE MET WITHOUT EXCEPTION UNLESS WRITTEN PERMISSION FROM THE ASSOCIATION HAS BEEN OTHERWISE GRANTED:**

1. Motorized Vehicles shall not be permitted or allowed off of any of the paved surfaces, unless prior written approval is obtained from the Association, which approval may be denied or arbitrarily withheld.
2. All contractors, sub-contractors or sub-sub contractors and any of their individual agents or employees shall be the sole responsibility of Applicant and shall be, for all purposes considered only the employee or the independent contractor of Applicant. Any loss or damage resulting from the actions of a contractor or sub-contractor, or sub-sub contractor be it damage resulting to the subsequent modifications to the building structure, building exterior, landscaping, or irrigation, and whether such loss or damage results from either the actions of the contractor sub-contractor or sub-sub-contractor or from the existence of the modification/alteration itself, shall be the sole and absolute financial obligation of the dwelling owner.
3. In the event damages shall occur as a result of the modification/alteration, the Association and Parkway Maintenance & Management, Co. ("The Management Company") shall each have the right to take legal action, including but not limited to the seeking of injunctive relief to require the removal of the modification/alteration. Such action, at the discretion of the Association, may be brought against the dwelling owner and/or a lessee of the dwelling owner and/or the person or persons in occupancy of the dwelling, jointly and severally in order to recover for any recovery and all the expenses that may be incurred by the Association or the Management Company as a result of damages resulting from the alteration/modifications, including, but not limited to the reimbursement of all legal fees and court costs expanded on behalf of the Association, through any appellate proceedings and regardless of the findings of the court. This provision for attorneys' fees and costs shall include both an action for injunctive relief of for damages.
4. Landscaping shall be approved by the Association prior to installation. All additions to the existing landscape plantings shall be the responsibility of and shall be maintained by the dwelling owner. Maintenance includes, but is not limited to edging, pruning, weeding, and replacement or removal.
5. The Association and the Management Company shall not be responsible for roof repairs and maintenance where any portion of the modification/alteration is affixed to the existing building, or when the existing roof structure has been altered in any respect.
6. All work must be completed in accordance with the approved plans and site plan attached and made a part hereof.
7. Approval of the requested alteration, modification or landscaping change shall not constitute approval of any further alteration, modification or landscaping and the approval of this or any other application shall not constitute any precedence for any other approval for any additional modification/alteration even if to portions of any modification/alteration that might be approved in accordance with this application. Further, approval of this application shall not release the applicant nor the dwelling owner any occupant, lessee or any subsequent purchaser from all of the requirements to maintain and repair the building structure as well as the improvements which may be authorized as a result of the approval of this application. Applicant and dwelling owner and any successor in interest, including a subsequent purchaser, shall be and shall remain totally responsible for any damage done by any worker or contractor or subcontractor or sub-subcontractor who has been employed by applicant or dwelling owner, occupant or lessee to perform or to complete the said modification/alteration.
8. The dwelling owner(s) or any occupant(s) or lessee or subsequent purchaser shall be responsible for assuring to the Association that the contractor subcontractor or sub-subcontractor secures all necessary Marion County Building Permits and that the modification/alteration meets all zoning requirements including but not limited to building setback requirements.
9. Prior to excavating or digging, the dwelling owner(s) shall be responsible for and shall be obligated to have all underground utilities, including but not limited to, irrigation mains, electrical, cable, sewer and water lines, located. The dwelling owner(s) or occupant(s) or successor(s) in interest including a subsequent purchaser shall be responsible to make all necessary repairs to any such items. Provided further, that at the sole and absolute discretion of the Association or the Management Company, the said Association or Management Company may determine to make

such repairs and thereafter send an invoice to the dwelling owner(s) or any successor(s) in interest. The costs of any such repairs shall become a lien on the property if not paid within ten (10) days of notice from the Association or Management Company to pay the amounts due and owing for such repairs. Should the costs of such repairs become a lien on the property, the Association or the Management Company may record a Claim of Lien in the Public Records of Marion County, Florida and thereafter shall be entitled to foreclose said lien in the same manner as any Claim of Lien may be foreclosed pursuant to the construction lien provisions of Chapter 713 Florida Statutes, with the right of the Association or Management Company to seek attorney's fees and costs through all appellate proceedings.

10. The undersigned further agrees that he/she/they shall indemnify and hold harmless the Association, the Management Company, and their respective officers, agents and employees from any loss or damage resulting to or from alteration, modification or landscaping changes involved in this application, including any loss or damage occasioned by or from any other resident of the community who may object to the approval of this application and to the work to be performed. The indemnification and hold harmless provisions herein shall survive the completion of any work approved and authorized pursuant hereto, and further, shall obligate the undersigned to reimburse the Association and the Management Company for all costs, expenses and attorney's fees which may be expended with regard to any claim arising out of said alteration, modification or landscaping change.

Authorized signatures from both the landscape and building representatives are required. The approved boxes must be checked on both the landscape and building sections to constitute modification approval for work to commence.

Dwelling Owner \_\_\_\_\_ Phone: \_\_\_\_\_

Address \_\_\_\_\_ Date: \_\_\_\_\_

Signed By \_\_\_\_\_

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**For Office Use:**

Approved Date: \_\_\_\_\_

Denied

Building Authorized Signature \_\_\_\_\_

Print Name: \_\_\_\_\_

If denied, explain reason \_\_\_\_\_

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Approved Date: \_\_\_\_\_

Denied

Landscape Authorized Signature \_\_\_\_\_

Print Name: \_\_\_\_\_

If denied, explain reason \_\_\_\_\_

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