

ATTACHMENT # 1 - VIOLATIONS & FINES SCHEDULE **TIDELANDS ESTATES HOA & ARC VIOLATIONS AND FINES**

The administrative costs associated with imposing these fines will also be passed on to the builder; this will be \$50 per fine, more when circumstances warrant. When imposed, the above fines, and administrative costs will be deducted from the construction deposit held by the ARC. The Builder will replenish the funds within 7 days.

Legend: Covenant & Restriction Article and Section Number followed by p=Promulgated Rule #. Fines apply to all owners. Only items identified as such will be deducted from the Construction Deposit against a Contractor that has supplied a Deposit. Administrative fees up to \$50 per violation may be added for administrative costs.	<u>DEDUCTED FROM CONSTRUCTION DEPOSIT</u>	<u>REMEDATION NOTE (IN ADDITION TO FINE)</u>	<u>FINE</u>
V/1B - In addition to the exterior maintenance of Dwelling Units referred to above, deleted in Amendment 5. The Association shall be obligated to maintain in good repair and replace as necessary, landscaping, trees, shrubs, grass, sprinkler systems and other exterior landscape improvements situated on each Lot and outside each Dwelling Unit, as originally installed by Company/Association. <i>Note: Plants, trees, and shrubs installed as improvements by the homeowner after approval by the ARC will be maintained by the Association, but will be replaced by the homeowner as needed per V/2.</i>	No	N/A	N/a
V/1C - The Association shall not maintain plantings within any patio, atrium, lanai, enclosure or deck area of a Dwelling Unit, which will specifically be the responsibility of the Owner. The Association shall be responsible for watering the grassed area and landscaping on the Lot, excluding grass or landscaping not maintained by the Association. The time and frequency of watering shall be determined by the Association. The cost of maintenance and repair of the sprinkling system and the cost of water used by the system shall be an expense funded by the Association assessment against all Owners	No	Remediation Required	\$100 day
V/1D - The Association shall not maintain any other portion of the Lot or improvements thereon	No	Remediation Required	\$100 day
V/2 -The Lot Owner is responsible to maintain and repair everything on the Lot, including but not limited to, the Dwelling Unit and any other improvements, except for items which the Association is required to maintain in V/1B. This requirement for maintenance by an Owner shall not be construed as an approval for the construction of such improvements on any Lot (except as such improvements were originally constructed by the Company) or a representation by the Company, the Association or the Architectural Control Committee that any such improvement will be permitted for any Lot in the Parcel. (Paraphrased)	No	Remediation Required	\$100 day
V/2p01 - Failure to perform required maintenance to dwelling or property - General	No	Remediation Required	\$100 day
V/2p02 - Failure to perform required maintenance to dwelling or property - Roof - moldy/discolored, broken tiles, including dock roofs, etc.	No	Remediation Required	\$100 day
V/2p03 - Failure to perform required maintenance to dwelling or property - Exterior walls - visible stains or rust/cracks/deteriorating paint, etc.	No	Remediation Required	\$100 day

V/2p04 - Failure to perform required maintenance to dwelling or property - Accessories - broken gutters, hurricane shutters or screen enclosures, etc.	No	Remediation Required	\$100 day
V/2p05 - Failure to perform required maintenance to dwelling or property - Walkways - raised cracks in sidewalk, vegetation on pavers/walkways, etc.	No	Remediation Required	\$100 day
V/2p06 - Failure to perform required maintenance to dwelling or property - Landscape - dead trees and plantings, etc.	No	Remediation Required	\$100 day
VII/2 D - Repair or Replace of Damaged or Destroyed Property. Each, Owner shall, with the concurrence of the Owner's Mortgagee, if any, and the Architectural Review Committee, be required to reconstruct or repair, substantially in accordance with the original architectural plans and specifications, any Dwelling Unit or portion thereof destroyed by fire, storm or other casualty. Alternatively, and with the approval of the Architectural Review Committee, Owner shall clear the Lot of all debris and ruins and maintain the Lot in a neat, attractive landscaped condition. If the aforesaid repair, rebuilding and/or removal and landscaping has not been contracted for and substantially started by the Owner within thirty (30) days after the casualty and thereafter prosecuted diligently to completion, the Association may exercise all remedies available to it at law and/or in equity, including, without limitation, self-help and the enforcement rights described in Article 8 hereinabove. (Amendment 6)	No	Remediation Required	\$100 day
IX/1 - Land Use. The use of a Lot and Dwelling Unit by a Member or other occupant shall be subject to the rules, regulations and provisions of this Declaration, the Articles and By-Laws and the Rules and Regulations of the Board of Directors. No Lot shall be used except for residential purposes by a single family and their guests and invitees.	No	Remediation Required	\$100 day
IX/2A "Building Type". No building shall be erected, altered, placed or permitted to remain on any Lot other than one single family Dwelling Unit not to exceed 30 feet in height and of the type and style originally constructed by the Declarant. All Dwelling Units shall be constructed by an Approved Builder according to the Declarant's specifications. Construction shall not commence until the Owner has received written approval to proceed from the Architectural Review Committee. Construction of a Dwelling Unit must commence within twenty-four (24) months of acquisition of a Lot by the Owner. The Declarant shall have an absolute right to repurchase any Lot which remains vacant for more than twenty-four (24) months, unless such Lot is owned by an Approved Builder. The Declarant's repurchase of such Lot shall be at the then reasonably established fair market value, and the Owner shall bear all closing costs. All Dwelling Unit exteriors shall be completed within six (6) months from commencement of construction or issuance of a building permit, whichever comes first. (Amendments 1&3)	No	See below	Various
IX/2Ap01 - Failure to remain within the designated 30-foot maximum height limitation of dwellings with a 7/12 minimum roof pitch. Dwelling heights shall be compatible with the Florida Residential Building Code, which defines the height of the building as being from grade to the average height of the highest roof.	Yes	Remediation Required	\$1,000 Week

IX/2Ap02 - Failure to complete construction within 18 months of final ARC approval	Yes	Remediation Required	\$1,000 Week
IX/2Ap03 - Failure to commence construction in 24 months from purchase.	No	Not enforced at this time	None
IX/2Ap04 - Failure to have Contractor/Replacement Contractor licensed and approved by ARC	No	Approval or Remediation	\$1,000 Week
IX/2B - "Stem-wall Construction". All Dwelling Units constructed on Lots 44 through 63 shall be constructed on concrete block stem-walls. Generally, stem-wall construction requires all fill material to be confined to the area directly below the Dwelling Unit or structure for which the fill is needed. This is accomplished by confining fill materials with vertical walls ("stem-walls"). This requirement will be enforced by the Architectural Review Committee in their review and the Architectural Review Committee may pass rules and regulations to more particularly describe the method and type of stem-wall construction which will be permitted.	No	Remediation Required	None
IX/3A - Except as to the Dwelling Units and other improvements originally constructed by the Company , no Dwelling Unit, wall, decking, paving, awnings, or other structure or improvement of any nature shall be erected, placed, modified, altered or permitted to remain on any Lot until the construction plans and specifications and a plan showing the kind, shape, materials, colors and location of the structure, exterior elevations, and landscaping, as may be required by both the Architectural Review Committee (ARC) and the Association Board Liaison, have been approved in writing by the Architectural Review Committee and the Association Board Liaison. (Amendment 6)	No	Approval or Removal	\$100 Day
IX/3Ap01 -Starting construction before "ARC Final Approval"	Yes	Approval or Removal	\$100 Day
IX/4A - Association nor any Owner shall make or permit any structural modification or alteration of any Dwelling Unit except with the prior written consent of the Architectural Review Committee (herein identified), or its successor. (Amendment 6)	No	Approval or Revised Permit	\$100 Day
IX/4Ap01 - Permit received prior to ARC approval	Yes	Approval or Revised Permit	\$100 Day
IX/4B - No Dwelling Unit should be demolished or removed without the prior written consent of the Architectural Review Committee. (Amendment 6)	No	Approval or Revised Permit	\$100 Day
IX/5 - Regulations. Regulations promulgated by the Board of Directors, or any committee established by the Board of Directors, or any committee established by the Board concerning the use of the Properties shall be observed by the Members and their family, invitees, guests and tenants; provided, however, that copy regulations are furnished to each Member prior to the time the said regulations become effective.	No	Remediation Required	\$100 Day
IX/5p01 – Failure of members, their family, invitees, guests and tenants to follow all published rules of the Association which includes the Design and Development Guidelines as approved by the Board of Directors	Yes	Remediation Required	\$100 Day

IX/7 - Temporary and Accessory Structures. No accessory Dwelling Unit or structure of a temporary character, or trailer, tent, mobile home, boat or recreational vehicle shall be permitted on any Lot at any time or used on any Lot, at any time, either temporarily or permanently, except as permitted by both the Association and the Architectural Review Committee. No gas container of any type shall be placed on or about the outside of any Dwelling Unit in the Parcel, unless the gas container is installed underground. In the alternative, the gas container may be placed above ground if enclosed on all sides by a decorative wall or other screening approved by the Architectural Review Committee.	No	Remediation Required	\$100 Day
IX/7p01 - Unapproved accessory Dwelling Unit or structure of a temporary character, or trailer, tent, mobile home, boat or recreational vehicle on Lot.	No	Remediation Required	\$100 Day
IX/7p02 - Unapproved gas container placed outside of Dwelling Unit on the Parcel	No	Remediation Required	\$100 Day
IX/7p03 - No temporary building or structure shall be permitted on any home site; however, office trailers, temporary buildings, barricades, temporary power poles and the like may be permitted during the construction of a permanent improvement, and provided that the ARC shall have approved the design, appearance, and location of the same. All such temporary improvements shall be placed on the home site and not on the roadway. They shall be removed prior to the ARC Final Inspection.	No	Remediation Required	\$100 Day
IX/7p04 - Owner/Contractor/Sub-Contractor using empty lot, common area/path without written authorization from owner and approval by ARC. This includes driving on, parking, materials storage, etc.	Yes	Approval or Remediation	\$100 per incident
IX/8 Signs. No sign, advertisement or poster of any kind shall be erected or displayed to the public view on Parcel without the prior written approval of the Architectural Review Committee and the Association as to size, color, content, material, height and location.	No	Approval or Remediation	\$100 day
IX/8p01 - Installation of prohibited signage: "For Sale" or "For Rent" signs, advertisements, billboards or solicitation, political endorsement signs or advertising structures. No prohibited signage or signs are allowed to be visible on the grounds, on any improvement, on the exterior of any home, in any windows within public view or from docks on the waterways.	No	Remediation	\$100 day
IX/8p02 - Unapproved (not prohibited) temporary signage installed on property without ARC approval such as Builder Box, Open House or Parade of Homes	Yes	Approval or Remediation	\$100 day
IX/9 - Pets, Livestock and Poultry. No animals, livestock, or poultry of any kind or size shall be raised, bred or kept on any Lot, except that dogs, cats, or other normal household pets may be kept as authorized by the Board of Directors of the Association. However, the number of said pets shall not exceed two (2) for any Lot, provided that they are not kept, bred or maintained for any commercial purpose and provided that they do not become a nuisance or annoyance to any neighbor. No dogs or other pets shall be permitted to be at large or off of a leash on any Lot within the Parcel, except the Lot owned by the Owner of such pet. No dog runs, ties or outdoor kennels shall be permitted.	No	Remediation Required	Up to \$100 day

IX/9p01 - Unapproved animals, livestock, or poultry of any kind or size being raised, bred or kept on any Lot	No	Remediation Required	\$100 day
IX/9p02 - Exceeding the number of approved domestic pets of two (2) for any Lot, or keeping, breeding or maintaining pets for any commercial purposes.	No	Remediation May Be Required	Up to \$100 day
IX/9p03 - Allowing dogs or other pets to be at large or off of a leash off the Lot owned by the Owner of such pet. No dog runs, ties or outdoor kennels shall be permitted. However, invisible pet fences can be added with the approval of ARC.	No	Remediation Required	\$100 day
IX/9p04 - Violations for approved pets that become a nuisance, annoyance, or danger to any neighbor. Depending on the severity of the violation, pets may lose authorization to remain in the neighborhood by the Board of Directors.	No	Remediation Required	\$100 day
IX/10 - Nuisances. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which is or may become an annoyance or nuisance to the neighborhood.	No	Remediation Required	\$100 per incident
IX/10p01 - No Noxious, Offensive, Nuisance activity	Yes	Remediation Required	\$100 per incident
IX/10p02 - Causing damage to/failure to correct damage to adjoining Lots	Yes	Remediation Required	\$100 per incident
IX/10p03 - Failure to correct damage to common property	Yes	Remediation Required	\$100 per incident
IX/10p04 - No Loud noise and music	Yes	Remediation Required	\$100 per incident
IX/10p05 - No children, or pets on the job site	Yes	Remediation Required	\$100 per incident
IX/10p06 - Construction work outside of approved hours M-F 7a-7p (or sunset when earlier), Sat 8a-5p	Yes	Remediation Required	\$100 per incident
IX/10p07 - Construction work on Sundays or Holidays without prior approval of ARC	Yes	Remediation Required	\$100 per incident
IX/10p08 - Failure to follow authorized access routes or speeding in the community by contractor/subcontractor	Yes	Remediation Required	\$100 per incident
IX/10p09 -Mixing of stucco, mortar or concrete on the street. (This includes, but is not limited to, portable mixers and cement trucks.)	Yes	Remediation Required	\$100 per incident
IX/10p10 - Builders, employees, subcontractors and suppliers engaging in non-construction activities - Fishing, Touring, etc.	Yes	Remediation Required	\$100 per incident
IX/10p11 -The consumption of alcoholic beverages, illegal drugs or other intoxicants that could hamper the safety or wellbeing of other personnel on the construction site or affect the quality of workmanship. Violators	Yes	Remediation Required	\$100 per incident

will be removed and repeat offenders will not be allowed into Tidelands Estates for six months.			
IX/10p12 - Dumping of construction materials/waste in street, drains or waterways	Yes	Remediation Required	\$1000 per incident
IX/11 -Antenna. With the prior written approval of the Association television, electronic or other type antenna or satellite dish may be erected on the Parcel or attached to the exterior of any Dwelling Unit thereon. No radio, electronic or other type of antenna rising higher than Thirty-six inches (36") above the peak of a residence's roof may be erected upon any Lot or Dwelling unit.	No	Approval or Remediation Required	\$100 day
IX/11p01 -Antenna or Satellite dish installed without ARC approval	No	Approval or Remediation Required	\$100 day
IX/12 - The paint, coating, stain, and other exterior finishing colors on all Dwelling Units shall be maintained as originally installed, without prior approval of the Architectural Review Committee (ARC). Prior approval by the Architectural Review Committee shall be necessary before any such exterior finish or color is changed. Furthermore, prior approval by the Architectural Review Committee shall be required if the Association or any Owner wishes to paint, varnish, stain or make any application to exterior trellises or wood treatment other than originally approved by the Architectural Review Committee. The landscaping, including without limitation, the trees, shrubs, lawns, flower beds, walkways, and ground elevations, shall be maintained as originally approved by the Architectural Review Committee, unless the prior approval for any substantial change approved by the Architectural Review Committee. Neither aluminum foil, paper nor anything the Architectural Review Committee deems objectionable, may be placed on windows or glass doors. No owner may place any furniture, equipment or objects of any kind or construct any structures, slabs or porches beyond the limits of any Dwelling Unit (including any deck, patio or porch) as originally approved by the ARC or place any objects such as bicycles, toys, barbecues, etc., on any rear patio unless concealed from the view of the road frontage and other Dwelling Units, except, however, customary outdoor furniture. All Lots shall be kept in a clean and sanitary manner and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist. (Amendment 6)	No	Approval or Remediation	\$100 day
IX/12p01 - Changed exterior paint/finish without ARC approval	Yes	Approval or Remediation	\$100 day
IX/12p02 - Failure to properly place a porta-potty when lot is completely cleared	Yes	Remediation Required	\$100 day
IX/12p03 - Failure to properly place & maintain a silt/barrier fence when lot is completely cleared	Yes	Remediation Required	\$100 day
IX/12p04 - Failure to properly place & maintain a barrier on a nearby street grate / drain when a lot is completely cleared	Yes	Remediation Required	\$100 day
IX/12p05 - Failure to keep job site neat and clean	Yes	Remediation Required	\$100 Incident

IX/12p06 - Failure to properly clean the street	Yes	Remediation Required	\$100 Incident
IX/13 - Existing Trees. Neither the Association nor an Owner or other person, without the prior written consent of the Architectural Review Committee, shall remove any live tree with a trunk of four (4) inches or more in diameter (as measured one (1) foot from ground level) from any portion of the Parcel. If said trees are removed without said prior consent, the Owner or the Association, as appropriate, may be required by the Committee to replace same with trees of comparable size	No	Approval or Remediation	up to \$1,000 tree
IX/13p01 - No removal of trees with a diameter of more than 4" w/o ARC approval	Yes	Approval or Remediation	up to \$1,000 tree
IX/13p02 - Removing Trees without ARC approval/failure to replace tree as prescribed by ARC	Yes	Approval or Remediation	up to \$1,000 tree
IX/13p03 - Failure to have a member of the ARC Present during removal of approved trees to ensure only approved trees are removed	Yes	Fine and Remediation	up to \$1,000 tree
IX/14 - Grades and Elevations. In order to preserve and maintain proper drainage, no changes in grades or elevations of any portion of a Lot (including the swale areas) shall be made without the prior written approval of the Association and the Architectural Review Committee. Final, floor elevations and all other applicable grades must be shown on the site plan and approved by both the Committee and the Association prior to construction.	No	Remediation Required	\$1,000 per incident
IX/14p01 - No changing of grades or elevations without ARC approval	Yes	Remediation Required	\$1,000 per incident
IX/15 -Wells. In order to minimize the removal of ground and surface water in any appreciable quantities and avoid unnecessary saltwater intrusion or diminution or material alteration of the aquifer, the construction and/or use of individual wells for any purpose on the Parcel is prohibited.	No	Remediation Required	\$1,000 per incident
IX/15p01 - No construction and/or use of wells on lot	Yes	Remediation Required	\$1,000 per incident
IX/16 - Fertilizers. In order to reduce the dissolution of nitrogen into the ground and surface waters in amounts injurious to the environment, only fertilizers which are capable of releasing nutrients at a controlled rate, such as organic fertilizers, are permissible.	No	Fine Only	\$100 per incident
IX/16p01 - Only biodegradable fertilizers and pesticides approved by the U.S. Environmental Protection Agency and the Florida Department of Environmental Regulation shall be used.	Yes	Fine Only	\$100 per incident

IX/17 -Commercial Vehicles, Trucks, Trailers, Campers and Boats. No trucks or commercial vehicles, campers, mobile homes, motor-homes, boats, house trailers, boat trailers, or trailers of any other description shall be permitted to be parked or to be stored overnight at any place except in a completely closed garage on any Lot or Right-of-Way. This prohibition shall not apply during the periods of approved construction on a Lot, neither shall this prohibition apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery and other commercial services. Non-commercial vans which do not display any type of advertising, sign, logo or similar device and which are used for personal purposes shall not be prohibited.	No	Remediation Required	\$100 day
IX/18 - Sales and Rentals. No Dwelling Unit may be sold, rented, or sublet without express written notice to the Board. This provision is for the purpose of making certain that subsequent owners and renters understand the rights and obligations of Members or occupants of Lots. In addition to the notice requirement, the Board may require the use of a registration form to be completed by prospective purchasers--chasers or renters. No Dwelling Unit may be rented, leased or sublet. for a period of less than thirty (30) days. All enforcement procedures applicable to the Declaration of Restrictive Covenants and Easements shall be equally applicable to enforcement of this section. Note: Association decision will be made within 10 business days of receipt of ALL application documents including the endorsement of the New Owner Attestation by the Owner and Renter. The vetting process will follow all Real Estate Laws.	No	Remediation Required	\$100 day
IX/18p01 - Sales, rentals, or sublets without BOD approval or under the minimum rental period of 30 days	No	Remediation Required	\$100 day
IX/19 - Walls/Fences. No fence, wall, gate, hedge, or other structure shall be erected or maintained on any Lot, except as originally installed by the Company unless approved in writing by both the Association and the Architectural Review Committee as provided herein. In no event shall any fence be permitted in the rear yard area of any Lot.	No	Approval or Remediation	\$100 day
IX/19p01 - No fences/hedges in back yard, front/sides need ARC approval	No	Approval or Remediation	\$100 day
IX/20 - Garbage and Trash Disposal. No garbage, refuse, trash or rubbish shall be deposited on any Lot except in closed sanitary containers which must be kept completely obscured from view except that such containers may be placed at the edge of the front yard by the right-of-way no sooner than 5:00 p.m. on the day prior to scheduled trash collection, so long as any empty containers are removed from view by 5:00 p.m. on the day of collection.	No	Remediation Required	\$100 day
IX/20p01 – Failure to properly place garbage / recycle / yard waste in approved containers by street no earlier than 5pm day before scheduled collection/and containers must be removed by 6pm on the day of collection.	No	Remediation Required	\$100 day
IX/20p02 - Failure to properly place a dumpster before ground rough/plumbing installation by Contractor	Yes	Remediation Required	\$100 day
IX/21 - Outdoor Drying and Laundry. No clothing, laundry or wash shall be aired or dried on any portion of any Lot in an area viewable to any other Lot, Dwelling Unit, the adjoining Golf Course or roadway. No garments,	No	Remediation Required	\$100 per incident

rugs, etc., shall be hung from windows or doorways of Dwelling Unit, and no clothes lines or similar type structure shall be permitted on any Lot.			
IX/22 - Jacuzzis, Swimming Pools and Screen Enclosures. In-ground pools, Jacuzzis, hot tubs and substantially similar structures may be permitted in the porch, patio or deck area as originally constructed by the Company so long as such installation is approved in writing by the Association and Architectural Committee. No other patio, deck, screen enclosure or porch shall be permitted which extends beyond the Dwelling Unit as originally constructed by the Company, without the prior written approval of the Association and Architectural Committee. No above ground swimming pools shall be permitted on any Lot.	No	Remediation Required	\$100 day
IX/22p01 - No above ground pools or spas	No	Remediation Required	\$100 day
IX/23 - Lawful Conduct. No immoral, improper, offensive or unlawful use shall be made of any Lot or Dwelling Unit. All valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction shall be strictly observed.	No	Remediation Required	\$100 per incident
IX/23p01 – Failure to observe all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction.	No	Remediation Required	\$100 per incident
IX/23p02 - Alteration to Property, Structure, Easement & MVB without the required permitting from appropriate Governing Authority (City of PC, St. John's River Water Management District (SJRWMD), Army Corps of Engineers)	Yes	Approval or Remediation	\$1,000 per Incident
IX/24 - Risks. No Owner shall permit or suffer anything to be done or kept in his Dwelling Unit or upon his Lot which will increase the rate of insurance as to other Owners or to the Association.	No	Remediation Required	\$100 per incident
IX/24p01 - No owner should allow activity on lot that increases insurance/risk to other members	No	Remediation Required	\$100 per incident
IX/25 - Garages and Parking. All units shall be constructed or be constructed with an enclosed garage with the dimensions equivalent to the dimensions for the garage originally constructed on the Lot by the Company. No vehicle permitted to be parked on the Parcel shall be parked overnight, except on a paved portion of a Lot or within an enclosed garage. The Association shall have the right to adopt written rules and regulations concerning parking pursuant to Section 5 of this Article.	No	Remediation Required	\$100 day
IX/25p01 - All units shall be constructed or reconstructed with an enclosed garage. No vehicle permitted to be parked on the Parcel shall be parked overnight, except on a paved portion of a Lot or within an enclosed garage.	No	Remediation Required	\$100 day
IX/26 - Basketball Boards. Basketball backboards whether attached to the Dwelling Unit or free-standing, shall be erected only after approval by the Committee.	No	Approval or Remediation	\$100 day
IX/26p01 - Failure to obtain ARC approval before installation of Basketball backboards	No	Approval or Remediation	\$100 day
IX/27 - Flagpoles. All flagpole structures and their locations must be approved by the Committee and the Association prior to construction and/or installation of same.	No	Approval or Remediation	\$100 day

IX/27p01 - Installing a flagpole without ARC approval	No	Approval or Remediation	\$100 day
IX/27p02 - Displaying a flag other than the American Flag, or failure to follow the Federal Flag Code and Florida State Statute 720.304 (2)(a).	No	Remediation	\$100 day
IX/28 - Decorative Items. The use of any decorative items, including but not limited to statues, gates, rocks, planters, bird baths, fountains, plant hangers" and other ornamental accessories whether free standing or attached to any portion of the exterior of a Dwelling Unit must be submitted to the Association and the Architectural Review Committee for review and written approval prior to use, installation or construction.	No	Approval or Remediation	\$100 day
IX/28p01 – Failure to obtain ARC approval for installation of any decorative items, including but not limited to statues, gates, rocks, planters, bird baths, fountains, fire pits, plant hangers and other ornamental accessories whether free standing or attached to any portion of the exterior of a Dwelling Unit.	No	Approval or Remediation	\$100 day
IX/29 - Mailboxes. All mailboxes to be installed on each Lot shall be of the standardized type designated by the Association and the Architectural Review Committee as to style, location, material, color, height and type of post mounting.	No	Must use Community mailboxes	N/A
IX/29p01 - No individual Mailboxes, must use installed community mailboxes	No	Removal	N/A
IX/30 -Lighting. All exterior lighting, including, but not limited to, walkway, driveway, accent courtyard or common area, must be approved by the Association and the Architectural Review Committee prior to construction or installation.	No	Approval or Remediation	\$100 day
IX/30p01 - Failure to obtain ARC approval for exterior lighting, such as flood lights, lawn and landscape lighting, boat dock and accent lighting or emitting colored lights outside of the Holiday Season	No	Approval or Remediation	\$100 day
IX/31 - Businesses. No trade, business, professional office or any other type of commercial activity shall be conducted on any portion of the Parcel or in any Dwelling Unit, except as provided by applicable zoning regulation of the City of Palm Coast; however, notwithstanding this restriction, the Company and its assigns shall not be prohibited from operating sales models and/or a sales office on any portion of Parcel.	No	Remediation Required	\$100 day
IX/32 – All Dwelling Units constructed on Lots 44 through 63 (adjacent to the Custer Waterway) shall maintain a minimum rear yard setback of ten (10) feet between the waterward edge of the seawall and any screened enclosure or pool. (Amendment 2)	Yes	Remediation Required	\$100 day