

WILDCAT RUN COMMUNITY ASSOCIATION



RULES AND DESIGN REVIEW REQUIREMENTS

Approved by the Board of Directors

August 18, 2008

THIS DOCUMENT REPLACES AND SUPERSEDES PREVIOUSLY ISSUED
DESIGN REVIEW REQUIREMENTS AND WILL BECOME EFFECTIVE
NOVEMBER 01, 2008

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I. INTRODUCTION

A. Wildcat Run Community Association [WRCA].

WRCA is the legal organization controlling all physical and all aesthetic environments within the Wildcat Run Subdivision [WRS]. This authority comes from the Amended and Restated Covenants and Restrictions for Wildcat Run. Please note that in the State of Florida, the Covenants and Restrictions is the master-controlling document for the entire subdivision.

B. These requirements apply.

These requirements apply to ALL of the property in the entire subdivision. This includes all lots, all single-family homes, all multi-family homes, all condominiums, all lakes, all canals, all cul-de-sacs, all roads, all preserves, the Country Club, and the Golf Course.

C. Protection and improvement of the value of your property investment in Wildcat Run is the ultimate goal of these requirements.

D. WRCA Owns the center of cul-de-sacs, etc.

WRCA owns the center of cul-de-sacs, the lakes, the canals, the forested preserve areas, the property on the outside of Wildcat Run Drive [the perimeter road], and most of the roads within the subdivision. WRCA owns the first ten (10) feet of the grassed front yards in front of homes, from the concrete curb in towards the homes. All the decorative concrete mailboxes are located on the WRCA property.

E. WRCA Owns the gatehouse, etc.

WRCA owns the gatehouse, the entrance, and the grassed area bounded by Wildcat Run Drive on the north side, Golden Panther Drive on the east and west sides, and the Village of Wildcat Run asphalt parking area on the south side.

F. WRCA operates.

WRCA operates the gate entrance system and contracts for the employment of the security guards.

G. WRCA is responsible.

WRCA is responsible for all landscaping on WRCA's property and for the streetlights.

H. WRCA owns and operates the well.

WRCA owns and operates the well located on the east side of the property that helps maintain the lake levels. WRCA is the legal entity holding the South Florida Water Management District Water Permit for all of WRS.

I. Design Review Committee [DRC]

1. The Design Review Committee [DRC] ensures that the requirements are adhered to for the WRCA. It establishes and interprets the rules and the design standards for all the property located within WRS.

2. The DRC establishes community requirements for all of Wildcat Run through the Rules and Design Review Requirements [this document]. The requirements are derived from current revisions to: the Amended and Restated Declaration of Covenants and Restrictions for Wildcat Run; the Amended and Restated Articles of Incorporation of the Wildcat Run Community Association, Inc.; the Amended and Restated Bylaws of the Wildcat Run Community Association, Inc.; resolutions passed by the Board of Directors of the Wildcat Run Community Association, Inc.; and, the original WRS Development Order (PUD). The requirements may only be changed with the approval of the Board of Directors of the Wildcat Run Community Association.

3. This document, as of its effective date, November 01, 2008, supersedes all prior Design Review Committee issued documents. Application will be prospective.

4. The Covenants, Articles of Incorporation, and Bylaws are documents that have been voted on and approved by the owners of property within Wildcat Run. The Rules and Design Review Requirements are developed by the DRC and approved by the WRCA Board of Directors. The Covenants are controlling in the event of any conflict between documents.

5. Members of the DRC shall be appointed by the Board. It is recommended that one of its members be a chosen representative of the various Condominium Associations within Wildcat Run.

6. The intent of the Design Review Requirements is not to make judgments as to what is or is not beautiful. Rather, the intent is to coordinate architectural diversity while creating a blend of home styles, which enhances the environment of Wildcat Run.

7. All property owners of Wildcat Run, all contractors, and all real estate agents must become familiar with these requirements.

8. When a residence is sold, the Rules and Design Review Requirements must be passed on to the new owner as part of the packet of closing documents.

J. Rights and Responsibilities of the DRC

1. Architectural and Aesthetic Control.

All residential property in Wildcat Run is subject to architectural and site plan review.

2. Review and Approval.

For a new residential home, the DRC will review plans and give written approval to a contractor before any major construction process begins. For existing residential units no exterior alterations, modifications or reconstruction shall take place, nor shall any painting of the exterior, or other work that in any way alters the exterior appearance of the structure or site shall take place without prior written approval of the DRC. Modifications or alterations to the interior of screened porches, patios and similar portions of a unit visible from outside the unit shall be subject to approval by the DRC. All modifications of structures in any portion of the subdivision shall be designed by and built in accordance with the plans and specifications of a licensed architect and/or DRC approved designer.

3. Design Review Standards and Procedures.

The DRC will establish and may, from time to time, modify design review standards, timetables and procedures. The DRC shall make these standards, timetables and procedures available to owners and contractors who seek to engage in construction, exterior alterations or site plan modifications. Plans and specifications showing the nature, kind, shape, color, size, materials and location of any exterior modifications, alterations or reconstruction shall be submitted to the DRC for approval as to design and harmony of ex-

ternal design with existing structures, location in relation to surrounding structures, topography, finished grade elevation, and common architectural theme.

4. Approvals.

The DRC may, in its reasonable discretion, approve, grant with conditions, withhold or deny its consent. All consents, approvals, permissions, etc. must be signed by at least two (2) DRC Committee members. Approval must be given before the commencement of the activity for which such consent, etc. is required. The approval of the DRC of any proposals, plans and specifications or drawings for any work done or proposed, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whatever subsequently or additionally submitted for approval or consent. Nor shall the failure or delay of the DRC to object to any exterior modifications, alterations, repairs or reconstructions that were done without the DRC's consent constitute a waiver of any right to consent to any similar activities in the future.

5. Compliance, Inspections, and Sanctions.

If the exterior of any structure is modified, altered or reconstructed without the prior written approval of the DRC, the owner shall, upon demand of the DRC and/or Association, cause such work to be removed, revised or restored to its original condition. Any member of the DRC shall have the right, during reasonable hours and after reasonable notice, to enter upon any of the subdivision to inspect for the purposes of ascertaining whether or not these restrictive covenants have been or are being satisfied. Such persons shall not be deemed guilty of trespass by reason of such entry. Failure of any contractor, subcontractor, agent, employee or other invitee of an owner to comply with the standards and procedures promulgated by the DRC is subject to a fine, or in the case of a homeowner, an assessment against his/her property.

6. Liability.

Review and approval of any application is made on the basis of aesthetic considerations and neither the Association nor the DRC shall bear any responsibility for ensuring the marketability, structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements. Neither the Association nor the DRC shall be held liable for any injury, damages or loss arising

out of the manner or quality of approved construction on or modifications to any unit or other structure, and shall be indemnified and held harmless by the owner from any and all damages resulting therefrom, including, but not limited to, court costs and reasonable attorney fees.

II. DRC Rules

A. Aesthetic Controls.

No improvement of any kind which is visible above ground including, but without limitation, buildings, fences, walls, signs, site paving, grading, parking, building additions, screen enclosures, decorative structures and barrier landscaping, shall be erected, placed or maintained on a lot unless and until the specifications and site plans for such improvements have been presented to and approved by the DRC.

B. Observed Criminal Conduct.

If a Wildcat Run property owner observes criminal conduct on the premises, he/ she should call 911 and report it immediately! If they feel that their personal safety or the safety of others is being threatened they should call 911 and report it immediately! Breaking and entering, burglary theft, assault, battery, stalking, etc., are the type of crimes that will be responded to immediately by either the Sheriff's Department or the State Police.

C. Please tell responding law enforcement officers

that the Wildcat Run security gate video records all vehicles entering and leaving via the gate house entrance.

D. Please report the criminal activity

to the security guard after calling 911, and ask the security guard to complete an incident report. The gatehouse telephone number is 992-8018.

E. Please note that the security guards have NO law enforcement authority.

They are not paid to enforce the laws of the State of Florida. They are not allowed to leave the guard house entrance, so they cannot respond to any thing else that might occur on the property. This includes attempting to identify or stop someone who is leaving Wildcat Run via the exit gate.

F. Speeding

Speeding on private property is NOT under the jurisdiction of the municipal law authorities. Since all of our roads are private property, law enforcement personnel cannot issue citations for speeding within Wildcat Run. If you see someone driving in a dangerous manner, get a vehicle description [and license plate number if possible], report that information to the security guard or to a DRC member, request that an incident report be completed, and that the report be forwarded to the Board of Directors.

G. Gatehouse Procedures.

These procedures were approved to protect the residents of Wildcat Run, their guests, their property, the property of the Wildcat Run Country Club

1. Civility

a. Please be civil with our security guards; they are employed to protect us and our property.

b. Please remember that the security guards are implementing the procedures set forth by the Wildcat Run Community Association. The guards do not make the procedures.

c. The security guards have been instructed to report in writing any lack of civility; i.e. loss of temper, rudeness, swearing.

d. In the case of such unacceptable behavior on the part of guests, employees, builders, suppliers, vendors or workers, after the second such incident, the offending party will be denied entry for a period of seven (7) calendar days. Subsequent violations will result in greater denial of access to Wildcat Run in the sole judgment of the Board of Directors; if the offending party works for an organization, that organization may also face loss of access privileges at the discretion of the Board of Directors.

e. In the case of such unacceptable behavior on the part of a property owner, a written notice will be sent to the owner after the second such incident; should a third such incident occur, appropriate legal action in accord with the Governing Documents will be initiated by the Wildcat Run Community Association.

2. Residents and Lot Owners Information Required.

Residents must provide WRCA local and alternate address and telephone numbers, to the Wildcat Run Community Association so the Association can contact our property owners when necessary. This is accomplished via the Information Sheet, which also provides space for the names of those the owner wants to be given permanent access to Wildcat Run. A copy of the Information **Sheet is attached in Appendix C.**

3. Window Decals. If an Information Sheet does not exist for a property, there will be no record of ownership at the gatehouse, an owner will be unable to prove they should be allowed into Wildcat Run, and they will be denied entrance if they are in a vehicle without a current Wildcat Run vehicle decal.

- a. Residents must obtain, install, and keep in place an annual window decal on each vehicle owned and kept in Wildcat Run.
- b. Vehicle window decals must be picked up at the Gate House during November of each year; an updated Information Sheet must be provided for the new decals to be issued.
- c. The annual decals expire on February 1st of the following year and will not be honored after that date.
- d. Two decals are automatically issued to each property upon request.
- e. Additional decals require bringing in vehicle registrations for ALL decals requested.
- f. Owners arriving at Wildcat Run in vehicles without a current Wildcat Run vehicle decal will be required to give the address of their property and to show photo identification. The name on the identification will be compared to the owner names on the property Information Sheet and access will not be granted if the names do not match.

4. Transponders to open the member gate may be purchased at WRCA cost, and may only be purchased for use on a vehicle with a window decal. Transponders must be permanently affixed to the vehicle or they will be disabled.

a. Transponders may only be issued to property owners, Wildcat Run Country Club managers, and non-resident golf members. Transponders shall not be issued to annual members or lessees. A paper pass for the appropriate term will issue.

b. Transponders may only be placed on vehicles that are owned, or leased on an annual basis.

c. Annual window decals and transponders may not be placed on any vehicles other than those registered with WRCA.

5. Normally no deliveries or workers will be allowed to enter before 7 a.m. or after 5:00 p.m. Monday through Saturday and none will be allowed in on Sunday. This includes no late calls for building materials. [See page 10, section K, Suppliers and Subcontractors to Residents, Builders and Remodelers]. In the event that a furniture or appliance delivery must be made after 5:00 p.m. the resident must call the gate and advise the guard that a late retail delivery is expected, and the delivery will be allowed. Commercial delivery services such as FEDEX and UPS are allowed entry at any time.

6. Residents may give repair personnel access after normal working hours, 7 a.m. to 5 p.m. Monday through Saturday. only in the case of an emergency [such as an air conditioner failure, electrical failure, plumbing failure, etc.] and must explain the emergency to a Wildcat Community Board member who will notify the security guard of the impending arrival of the repair personnel.

7. Guests

a. The residents, the lot owners, and Wildcat Run Country Club managers may have the names of individuals and/or firms placed on their permanent entry list; these guests will be granted entry if they provide the security guard with the name, or address, or lot number of the individual on whose list they appear. Owners expecting guests must inform the security guard of the guest's name and expected arrival time. If an advance phone call has not been received by the security guard the visitor must provide a drivers license, which will be photo copied by the security guard. If the license is not provided, or the person will not allow the license to be copied, then the person will not be admitted.

b. All others whom the residents, the lot owners, or Wildcat Run Country Club managers want to have admission require an advance phone call or visit to the gate, naming the guest to be given access. The guest must provide the security guard with their name and the name of the person who wants them admitted. Phone calls to the gate must be made from a telephone listed on the property Information Sheet. This allows caller ID to verify to the security guard that the telephone call is being made by a property owner.

c. If a guest's name has not been called in advance, and IF the security guard is not busy, the security guard may call the local telephone number of the resident to determine if a guest should be admitted. The gatehouse does not have long distance service so such calls are limited to local numbers.

d. Guests that require a call to a resident will be logged. After six (6) such instances in a calendar year at the same home the security guard will be instructed not to call the resident and to deny entry to the guest because advance notice had not been given.

8. Wildcat Run Country Club Employees

a. For purposes of gate entry Wildcat Run Country Club managers will be treated as property owners.

b. Other employees must obtain, install, and keep in place an annual window decal on the vehicle they use to enter Wildcat Run.

c. When a Wildcat Run Country Club employee who has been issued a window decal leaves employment with the Country Club, it is the responsibility of that employee's MANAGER to retrieve the window decal prior to the employee's last working day, and return the decal to WRCA.

d. Builders and Re-modelers. Upon written request of the Wildcat Run Country Club or upon written request of a resident or a lot owner, a single builder window pass may be given to provide access for the duration of a construction project.

9. Builders are required to provide the security guard with advance notice of material deliveries and/or personnel who will be delivering or working on construction projects in Wildcat Run.

a. This advance notice may not be given more than a week ahead.

b. This is best accomplished by providing the security guard with a written list each Friday afternoon, or before 7 a.m. each Monday morning and by providing each supplier or work crew with a sheet stating who they are working for and the lot or street address where they are scheduled to work.

c. Suppliers and material deliveries **MUST** know the lot number or the street address to which they are going or they will be denied entrance.

d. No suppliers, sub-contractors or workers will be admitted before **7 a.m.**

e. No suppliers, sub-contractors or workers will be admitted on **Sundays.**

f. No material deliveries or workers will be allowed to enter after **5:00 p.m.**

g. No concrete deliveries will be allowed to enter after 3:30 p.m. unless prior approval has been granted by a member of The Board of Directors.

h. All suppliers and workers must exit Wildcat Run by **5:00 p.m.** each work day.

10. Permanent Vendors. Upon written request of the Wildcat Run Country Club, or upon written request of a resident or a lot owner, a vendor window pass may be given that provides access, unless revoked.**11. Government and Utility Vehicles and Workers**

a. Emergency vehicles [police, fire, and EMS] will be given immediate access.

b. Other government and utility employees requesting entry into Wildcat Run will be granted entry after showing current government ID, stating why they want to enter, and signing in via the entry log.

12. Realtors and Real Estate Prospects

a. Realtor and prospect access is limited to 9 a.m. through 5 p.m. Monday through Sunday.

b. Either the property owner or the Real Estate listing agent, may telephone the gate and allow entry of Real Estate sales personnel, or Real Estate prospects, to enter at any time on any day.

c. All Real Estate sales people and all prospects must sign in via the entry log to be granted entry into Wildcat Run.

d. Real Estate Agents and/or prospects will be granted entry after providing a drivers license and granting permission to have the license photo copied. If permission is not given to copy the driver's license, entry will be denied. Driver license photo-copies will be kept on file in a locked file cabinet until disposed of by the Chair of the Safety and Security Committee.

e. Real Estate Prospects must have an appointment with a property owner or a Real Estate Agent who has left the Prospect's name with the security guard or must show the security guard a newspaper ad, advertising brochure, or an invitation to an Open House including the Parade of Homes or must state the address of the Open House they wish to visit.

f. Real Estate Agents must advise the gate each day of the address of any Open House they will be holding that day. Real Estate Agents must notify the security guard when leaving that the Open House has ended. All Open Houses must be manned continuously.

13. Gatehouse Rules for Guards

a. Both entry gates and the street exit gate are to be kept in the down position at all times, being opened only when it is appropriate to allow a vehicle to pass; during power outages all three gates will remain open and the resident gate will be blocked with plastic cones.

b. Guards are not to use the Wildcat Run Community Association telephone for personal calls.

c. Guards are not to use cell phones except for Wildcat Run Community Association business.

d. The lights inside and outside the gatehouse must be turned on and kept on when it is dark out.

H. Vehicles

1. Allowed and Parking

a. Wildcat Run is a gated residential community. The Declaration of Covenants and Restrictions for Wildcat Run clearly state that only automobiles, SUVs, vans and/or mini-vans may be parked on a lot. The Board of Directors has interpreted this to mean that **ONLY** passenger vehicles [small vans, SUV's, and automobiles, all set up exclusively for passenger use] may be parked overnight anywhere on a lot. Pick-up trucks or derivatives thereof are not considered passenger vehicles.

b. All “other” vehicles must either be parked inside a garage, or removed from the subdivision. This includes bicycles, pickup trucks, vehicles with a pick-up type bed [like a Chevrolet Avalanche], commercial vehicles, government vehicles, buses, campers, mobile homes, motor homes, motorcycles, motor scooters, mopeds, golf carts, off road vehicles, inoperable vehicles, boats, trailers of any kind, etc.

c. “Other” vehicles may occasionally be brought to a residence during the day for[1] loading, unloading, washing, etc, and must be parked on the residence driveway during that time. Motor homes may be parked overnight for one night only [twice a year], and may not be used as a residence This rule will be relaxed after a hurricane while a home is without electricity.

d. Other than as noted above, vehicles parked illegally on a lot are subject to immediate towing at the vehicle owner’s expense and without warning. Vehicles may not be parked on vacant lots without the permission of the lot owner and the Board of Directors.

e. The DRC reserves the right to refuse to admit a specific vehicle, or class of vehicles, into Wildcat Run if a resident continues to violate rules relating to vehicles.

f. All vehicles must be adequately muffled so as not to cause a nuisance when operated within Wildcat Run.

g. In general there is no parking allowed on any street within Wildcat Run. All visitors are required to park in the driveway of the residence being visited.

h. However, it is understood that if more vehicles are visiting a residence than the residence has space for in the garage and driveway, visiting vehicles may park on the residence side of the street for up to 12 hours. For example, if a party is being held, all the guests may park on the same side of the street as the residence for the duration of the party.

i. If a residence has overnight guests and the total number of vehicles exceeds the capacity of the garage and driveway, the excess vehicles must be relocated to the Community Association asphalt parking area directly across Wildcat Run Drive from the entrance to Wildcat Run. This is limited to automobiles, SUV's, vans and minivans.

j. Other than as noted above, vehicles parked on the roadway are subject to immediate towing at the vehicle owner's expense without warning. If the vehicle has a permanent or temporary Wildcat Run decal an attempt will be made to locate the owner prior to its being towed.

2. Cul-de-sacs. Parking anywhere, for any reason, for any amount of time, on any cul-de-sac is strictly prohibited. This is necessary for access by ambulances, fire trucks, landscaping trucks pulling trailers, and semis that can't drive around the circle if a vehicle is parked in a cul-de-sac.

3. Decals. All vehicles in Wildcat Run must either have resident window decals or guest passes which must be displayed at all times. *[See page 9, Section 2. Resident and Lot Owners Information Required, part b. & c.]*

4. Transponders. Wildcat Run property owners, Wildcat Run Country Club managers, and non-resident Golf members may have transponders that open the resident gate automatically.

I. Rules for Golf Carts and Other Motorized Vehicles

1. Definition: Motorized vehicle includes but is not limited to automobiles, golf carts, motorcycles, mopeds, Segways, scooters, or any other motorized conveyance for sporting or recreational purposes.

2. General Rules:

a. Only legally licensed drivers are permitted to operate a motorized vehicle on Community Association property.

b. All resident-owned motorized vehicles must be registered with the Wildcat Run Community Association and display a current Wildcat Run sticker.

c. All motorized vehicles must be operated at a safe and reasonable speed and in accordance with all government and Association Regulations, including posted speed limits.

d. All owners shall furnish proof of both bodily injury liability insurance and property damage liability insurance for each occurrence in at least the minimum amounts set forth in the Indemnification and Hold Harmless Agreement. **(See Appendix A)**

e. All owners must execute the Community Association's Indemnification and Hold Harmless Agreement. **[See Appendix A]**

f. Vehicles may only be operated on paved roads.

g. Maximum capacity [exclusive of Segways] will be determined by the number of seats in the vehicle. Only one occupant per seat is permitted. All occupants must be seated in a designated seat during operation.

h. "Hours of Darkness" means the time between 30 minutes prior to official sunset to 30 minutes after official sunrise and during inclement weather. Vehicles must be equipped with headlights, tail lights and brake lights for use during such periods. (exclusive of Segways)

i. Vehicles must be equipped with reflectors on both sides and in the rear for use during daylight hours. (exclusive of Segways)

j. Vehicles must be equipped with a horn or other type of signaling device and with rear view mirrors. (exclusive of Segways).

J. Pets

1. For the safety of residents, guests, and pets, all pets **MUST** be on a leash and attended by a responsible adult when they are outside of a home regardless if an invisible fence has been installed. Pets are not allowed to run free anywhere in Wildcat Run; this includes front, side and back yards.

2. No animals or pets may be kept, bred or raised on any lot for commercial purposes.

3. Pets may be kept on a lot only in reasonable numbers and then only for as long as they do not unduly interfere with the use and enjoyment of the lots,

golf course and common areas by others. [Reasonable numbers has been interpreted by the Board of Directors as a maximum of two (2) pets per home.]

4. Pets may not be walked on the golf course, including the cart path.
5. Housing for pets is not allowed on any exterior portion of the property.
6. The DRC can exclude certain types of animals from the subdivision.
7. Continued dog barking that can be heard outside a Lot will not be tolerated.
8. Any pet excrement must be cleaned up immediately.
9. Any pet that runs at a person in a threatening manner [baring teeth, growling or barking], must immediately be returned inside a home.
10. Any pet that bites a person must immediately be reported to Lee County Animal Services.

K. Mailboxes

1. A mailbox is required for every residence. The mailbox must match the color and design of those existing within each individual community in Wildcat Run.
2. The mailbox must be kept clean, and if the mailbox is for a single-family home, the mailbox light must be operational and lit each night.
3. For new construction, the placement of the mailbox is at the discretion of the Design Review Committee. The sale and/or occupancy of the home cannot occur until the lit mailbox is in place.

L. Outside Equipment

1. Playground equipment, including but not limited to swings, sandboxes, inflatable pools, etc. must be located inconspicuously and buffered with appropriate landscaping. Application for placement of this type of equipment must

be made to the DRC. It is at the discretion of the DRC to approve the location and/or design of the equipment.

2. Basketball hoops and other play items must be of the portable type. All portable type sporting equipment shall be put up just prior to use, and taken down and stored within the home immediately after use.

M. Signs.

1. For sale and open house signs located within the subdivision must comply with established DRC standards relating to size, shape, color and appearance. All other signs must be approved by the DRC. **[See Appendix B]**

2. Signs shall not be located on any building exterior wall or be displayed on any interior or exterior window or door.

3. *“Open House”* signs must be placed on the home site. One approved *“Open House”* sign can be placed at the entrance to a cul-de-sac regardless of the number of homes for sale on the street.

4. All such signs must be **removed every day before 5 PM**. For the sale of a home, two conforming *“For Sale”* signs may be erected on the property, one in front and one in the rear. A sale pending sign is permissible; however, it must be placed within the *“For Sale”* sign.

N. Propane Tanks.

Propane tanks must be buried underground except for small portable tanks [Not to exceed 20 pounds] used for cooking, etc., and these must be hidden from view from the street or golf course.

O. Lakes.

The owners of property included in the subdivision may utilize the lakes for any lawful purposes as long as their doing so does not cause any nuisance or interfere with the rights of other owners. No powered motor driven boats will be allowed on any lakes or waterway within the subdivision, except for those used to maintain the lakes and waterways. No irrigation system may make use of the lakes without written approval from the WRCA. Storage of a boat must be inside the home. Owners shall not allow hazardous substances

to escape into the water. Fishing is not allowed on any shoreline bordering the golf course. Feeding or otherwise interacting with the alligators is prohibited by Florida law.

P. Flags.

A flagstaff affixed to the exterior of a house is permissible. Any other flag display must have the approval of the DRC. Any lot owner may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, and in addition on Presidents' Day, Veteran's Day, Memorial Day, Flag Day and Independence Day may display in a respectful manner portable, removable official flags, not larger than 4 feet by 6 feet, which represent the United States Army, Navy, Air Force, Marine Corps Coast Guard or the Organization of POW/MIAs regardless of any provision contained herein.

Q. Garbage and Trash.

Trash containers must be stored out of sight at all times except in the normal course of pickup. Large items to be disposed of can be dealt with through the disposal company that services the subdivision. Horticultural waste must be disposed of by either the contractor who maintains the owner's property or the horticultural company servicing Wildcat Run. You can call Lee County Solid Waste management at (239) 533-8000.

R. Antennas.

No antennas or satellite dishes may be placed, erected or permitted upon any lot or affixed in any manner to the exterior or roof of any building on any lot in the subdivision without the advanced approval of the DRC, except as outlined in the Appendix E.

S. Garage and Estate Sales

1. No garage or boutique sale may be held within Wildcat Run.
2. An estate sale or auction, in the case of the death of an owner or owners of a lot or residence within Wildcat Run may be held but the sale must be approved by the Wildcat Run Community Association Board of Directors and the Directors of the Wildcat Run Country Club Association.

3. Both boards of directors must give written consent to such a sale and the conservator of the estate must present the reason for such a sale as a hardship case to the boards.

4. Should such a sale be approved, the various approving associations will request a fee for handling the public estate sale including, but not limited to, costs for traffic control, gate access, toilet facilities and clean-up personnel. Such a sale is not customary and will only be allowed if all other means to preserve the estate have failed.

5. All requests and plans for control of the sale must be in writing.

T. Lot Restrictions

1. Use. Lots may be used as the site for the residence of a single-family, and for no other purposes whatsoever. No noxious or offensive use may be made of a lot, site or unit and no such activity will be allowed on any lot, site or unit which would be a nuisance by reason of unsightliness or excessive emission of noise, odors, liquids, gases, dust, vibration, fumes or smoke. No lot may be used to park any vehicle, boat, or motor home without the permission of the Board of Directors.

2. Re-Subdivision. None of the lots graphically depicted on the plat may be subdivided into two or more lots, submitted to condominium use or any combination thereof.

U. Exterior Lighting.

Exterior night lighting is suggested to discourage theft and vandalism. Typical security lighting placement either washes walls of the residence or gently illuminates paths from garage to front entry. Properly placed up-lighting at the base of trees can be effective. Exterior lighting must be approved by the DRC. Lighting should be shielded and not spill over onto neighboring property.

V. Construction

1. Supervision

a. Contractors are required to supervise, and are responsible for, the actions of their employees, their suppliers, and their sub-contractors. This includes making certain that they follow all the Wildcat Run Community Association rules and requirements. The contractor must provide a \$5000 deposit per lot (refundable in whole or in part) payable to the Association to insure compliance with the DRC Rules.

b. In the event that any of the above violate any Wildcat Run rule or requirement **[apart from page 10, II. Rules, G. Gatehouse Procedures a. Civility]**, the following sanctions will be applied to the contractor:

i. For the first infraction: The contractor will be advised in writing of the infraction and advised in writing of the sanctions that will be applied if a second infraction occurs.

ii. For the second infraction occurring within 365 days of the first infraction: The contractor will be advised in writing of the second infraction, and advised in writing that, for the following 7 calendar days, the contractor [or the contractor's supervisor] must meet at the gate ALL individuals they want to have enter Wildcat Run [this includes the builder's employees, suppliers, and/or sub-contractors], must escort them to the site, must supervise them while they are at the site, and must escort them off the property when they are finished; this will apply to all sites the contractor is working in Wildcat Run.

iii. For the third infraction occurring within 365 days of the first infraction: The contractor will be advised in writing of the third infraction, and advised in writing that, for the following 30 calendar days, the contractor [or the contractor's supervisor] must meet at the gate ALL individuals they want to have enter Wildcat Run [this includes the builder's employees, suppliers, and/or sub-contractors], must escort them to the site, must supervise them while they are at the site, and must escort them off the property

when they are finished; this will apply to all sites the contractor is working in Wildcat Run.

iv. For the fourth infraction occurring within 365 days of the first infraction: The contractor will be advised in writing of the fourth infraction, and advised in writing that, for the following 90 calendar days, the contractor [or the contractor's supervisor] must meet at the gate ALL individuals they want to have enter Wildcat Run [this includes the builder's employees, suppliers, and/or sub-contractors], must escort them to the site, must supervise them while they are at the site, and must escort them off the property when they are finished; this will apply to all sites the contractor is working in Wildcat Run.

v. For the fifth infraction occurring within 365 days of the first infraction: The contractor will be advised in writing of the fifth infraction, and advised in writing that, for the following 365 calendar days, the contractor [or the contractor's supervisor] must meet at the gate ALL individuals they want to have enter Wildcat Run [this includes the builder's employees, suppliers, and/or sub-contractors], must escort them to the site, must supervise them while they are at the site, and must escort them off the property when they are finished; this will apply to all sites the contractor is working in Wildcat Run.

vi. The written notice to a contractor may be provided either by a written document supplied to the contractor by hand, by U. S. Mail, or by e-mail with a "when delivered" receipt.

vii. Written notices may only be given by a member of the DRC or a member of the Board of Directors of the WRCA.

2. Construction Trailers

- a.** The DRC will allow overnight and weekend parking of construction trailers as long as the trailers are in continuous use [i.e., in use most of the day, every working day].
- b.** During the day all trailers **MUST** be parked on the property where the construction is being performed.
- c.** For overnight parking, place the trailer in an area where it will be the least visible from roadways, preferably at the rear of the lot.
- d.** Parking a trailer that is not being used will result in requiring the contractor remove all trailers from the work site each afternoon by 5 p.m.

3. Heavy equipment

- a.** The DRC will allow overnight and weekend parking of heavy construction machinery [tractors, dozers, compactors, cranes, scrapers, graders, etc.] as long as the equipment is in continuous use [i.e., it is used most of the day, every working day].
- b.** During work hours the equipment and any trailers used to transport the equipment must be parked on the construction site property.
- c.** For overnight parking place the equipment in an area where it will be the least visible from roadways, preferably at the rear of the lot.
- d.** Parking equipment that is not being used will result in requiring that the builder remove all equipment each afternoon by 5 p.m.
- e Penalties.** In addition to the above sanctions, fines may be levied for any violation of the rules and by-laws of the Wildcat Run Community Association. Any builder or contractor may be fined per violation, which will be deducted from the \$5000 deposit relative to the lot in issue. A violation will be documented and a proposed fine letter sent. The letter will give the builder a reasonable amount of time to remedy the violation. The type of violation will determine the remedy period. If

the violation is not remedied in the prescribed time a fine letter will be sent. The Builder or Contractor will have the opportunity to appeal the fine to a Fine Board if he/she disagrees with the proposed fine. The Wildcat Run Board of Directors is the agency that ultimately approves the recommended fine.

III. DESIGN REVIEW REQUIREMENTS

A. DRC Review.

The DRC will review all land and exterior materials for every proposed new home or modification to any existing residence in Wildcat Run before construction or alteration can begin.

B. New Builders

Builders new to Wildcat Run must submit information about their firm to the DRC for review and approval.

C. Note: Past construction or modifications shall in no way set precedent for any future construction or modification projects.

D. Receipt of DRC Booklet

All contractors and owners must acknowledge receipt of this booklet in writing and are required to read and become familiar with the contents of this document before proceeding. A copy of this document will be provided at the time plans are submitted. The Contractor and Owner shall both sign, acknowledging receipt of this DRC booklet and will read and become familiar with it.

E. Signed Copy.

A signed copy from the contractor stating that he/she has read, understands and agrees to the DRC requirements must be on record with the DRC before the DRC will review any construction plans.

F. Conceptual Approval.

Conceptual approval of the use of the home site is determined in the initial review. Included in the review are a preliminary stake-out of the property and clearing of the land as approved by the DRC and/or the Board of Directors.

G.DRC Review and Response.

The DRC will review all plans and respond, accordingly. All questions and issues must be resolved before construction can begin. All variances require prior approval in writing by the DRC.

H. Drawings.

1. After the initial review and before any construction process can begin a complete set of drawings must be delivered to and approved by the DRC.

2. The drawings are:

a. A site plan showing the home placement within all appropriate setbacks, is required. Setback variances will only be considered under hardship cases, which must be requested and detailed in writing at submission. Under no circumstances will the DRC and/or the Board grant a variance on the front setback. Privacy walls are not included in the house footprint. Include on the site plan the location of the well and mailbox. Also on this plan must be a sketch of the path(s) for water drainage. Drainage to the street is required in all cases and should constitute the majority of the flow.

b. Foundation plan. Top of the slab elevation above the lowest point of the crown of the adjacent road must be indicated on this plan. This is to be **no less than 15 inches and not to exceed 24 inches above the crown of the road.**

c. Floor plans

d. Elevations

e. Roof plan with indicated materials and color selection. Provide a sample or cite a location where a sample can be seen within the Wild-cat Run development.

3. Pool enclosure plan. Show details of the pool, spa and lanai cage in plan and elevation views.

I. The following items can be provided either with the initial set of drawings or after construction approval has been granted:

1. Materials and color selections for the driveway. Provide a color chip and proposed texture or a sample of driveway paving material or cite a location within Wildcat Run where an exact match can be seen.

2. Color selection for the house exterior. Provide color chips for main body, banding and any other accent colors including doors and/or special trims.

3. Landscape. Plans drawn by a licensed landscape architect/ designer indicating the common names and botanical names of plantings, quantities and sizes at planting. Landscape plans must be related to the final approved construction plans. Accordingly, if the final construction plan approval shows one size of a pool cage, the landscaping plans must relate to that size. Once approved deviation from the plan is not acceptable.

4. Pool, air conditioning and irrigation equipment must be behind privacy walls or landscaping sufficiently tall enough to hide all the equipment, per the Declaration of Covenants. No window-style air conditioners will be allowed.

J. All sets of plans must contain a revision date or number.

If changes are made, a revision date or number must be shown on the drawings. The DRC will not review any drawings that do not plainly show revisions.

K. Changes to Plans.

Any changes to plans that will affect the appearance of the exterior of the home or site must be presented to the DRC for review and written approval prior to construction of the change. It is not acceptable to submit a set of plans for approval and then build a variation to the set of plans. The plans must represent exactly what you plan and do build, no exceptions.

L. Do not go beyond the grading and forming process before you have DRC approval.

The DRC will review the layout and measure setbacks and slab elevations. Allow a minimum of 5 business days for the DRC to do the measurements before pouring. In order for the DRC to make these measurements make sure all lot corners are identified and provide an unobstructed path from lot corner to lot corner. Make sure the DRC knows what the surveyor used for his elevation measurements from the road crown. If the surveyor uses the

highest crown point of the road, he must modify the elevation to conform to our requirement of 24 inches maximum above the lowest crown point. If the surveyor marks the street with the highest and lowest crown points, the DRC can verify that and facilitate our measurements. Under no circumstances can the slab be poured without verification. If the contractor proceeds and the DRC determines that some dimension is out of bounds, the DRC will require the slab be removed and the out of bounds condition be rectified.

M. Site inspections.

Site inspections will be conducted from time to time to ensure that Wildcat Run standards are being maintained and that the contractor adheres to these requirements.

N. Landscape installation

Landscape installation must be inspected as stated in the Architectural and Building Requirements section.

O. Initial Occupancy.

The initial occupancy of a newly constructed home cannot take place until all of the following conditions are met:

1. All debris, trash, construction materials and construction equipment must be removed from the property and/or any adjacent property if so affected. The streets and any adjacent lots must be left in the same condition as existed before construction began.
2. The contractor must notify the DRC that the home, nearing completion, is ready for the final inspection.
3. The DRC must give its final written approval to the contractor for all phases of development and construction. Final inspection must be approved in writing by two (2) members of the DRC.
4. The contractor must advise the homeowner that any further changes made to the exterior of the home and/or property must be presented to the DRC for approval.

P. Contractor’s One Year Responsibility.

Except for having a written DRC final approval prior to the completion of any home, the building contractor will be responsible for one year from closing on the new residence, for correcting any outstanding issues that do not meet the criteria and the rules of the DRC requirements.

Q. Changes from Plan.

If issues occur relative to home appearance, landscaping, items added or subtracted from the original plan approval, changes to driveways and walkways, and drainage, the DRC will require the builder to correct or remove such items.

R. Costs Resulting from Unauthorized Changes.

Costs of any sort, as a result of these requirements that were not met in the original construction, will be resolved between the owner and the contractor. Failure to resolve these issues will result in fines and/or disallowance to engage in future construction in Wildcat Run.

S. Return of Plans.

When all issues are satisfactory to the DRC, all construction plans submitted to the DRC will be returned, if so desired, either to the contractor or owner.

IV. Architectural and Building Requirements

A. Thirty Day Deadline for DRC.

As soon as practical following the receipt thereof by the DRC, but in any event within thirty (30) days of receipt, the DRC will give the person or entity making the presentation written notice of approval or disapproval. If the plans and specifications reflect the construction of improvements, which are consistent with the DRC Requirements they will be approved. Approval will be denied if the plans reflect the construction of improvements which are not consistent with the DRC requirements. The reason(s) for the disapproval will be in writing.

B. Buildings.

With the exception of lots numbered 292-301 no building may be erected, altered, placed or permitted to remain on any lot other than one detached single-family residential structure.

C. Minimum Size.

Unless approved by the DRC, no residential unit may be erected, altered, placed or permitted on any lot unless it includes not less than two thousand seven hundred **(2700) square feet of living area**, exclusive of open porches, garages and other areas which are not air-conditioned or heated. **[See Covenants 5.3.1]**

D. Building Set-Back Requirements.

Any building constructed on a lot will be no closer than:

1. Set-Back to Front: Thirty feet (30) to property line.
2. Set-Back to Rear: Twenty-five (25) feet to rear property line.
3. Set-Back to Rear Pool Enclosure: Fifteen (15) feet to rear property line.
4. Set-Back to Right and/or Left: Fifteen (15) feet to property line.
5. Set-Back to Right and/or Left Pool Enclosure: Fifteen (15) feet to the property line.

E. Enclosures

1. Privacy wall.

A wall used to provide privacy for a bathroom window, air conditioners, generators and pool equipment area will not be considered as part of the building footprint within the required set-back. Painting of this wall will match the remainder of the home.

2. Pool Enclosure.

A pool enclosure plan must be submitted to the DRC for approval. A repetition of the building architecture and shape will be used in the pool enclosure screening. The enclosure must tie in or match the building structure with a matching fascia, roof line and/or slope. The pool enclosure may not extend beyond the sidewall to which it is attached. Bronze-tone framing for pool screen enclosures is mandatory for all new construction and all total replacement on existing homes. Mill-finish aluminum will not be permitted for pool enclosures. Material used for pool screening must be dark in color. All single-family and duplex residences, with or without a pool, must have a lanai enclosure.

3. Air Conditioning and Pool Equipment.

Pool and air conditioning equipment must be contained behind a privacy wall or landscaping sufficiently tall enough to hide all equipment. Privacy walls must be painted to match the body and trim colors.

F. Grading and Drainage.

The elevation of the top of the concrete slab of the home shall be no higher than twenty-four (24) inches above the lowest point of the crown of the adjacent road. Lot drainage must conform to the Wildcat Run Master Drainage Plan and be consistent with the South Florida Water Management District permits for Wildcat Run. To achieve this, swale all water toward the street. In the case of a lakefront lot water may drain, in the rear part of the lot, toward the lake in such a manner as to cause no erosion to the lake bank. If rain gutters and downspouts are installed, the downspout should drain to a gravel-filled catch to encourage water absorption. Any drainage must be equally distributed to all sides and cause no problems to adjacent property.

G. Wells, Well Equipment, Anti-Siphon and Sewer Clean-outs.

All homes must have a well for purposes of lawn irrigation. The well must not be beyond the appropriate setbacks for the lot and under no circumstances shall the well be on any easement. Equipment necessary for lawn irrigation, including but not limited to, timers, wellhead, surge tank and plumbing must be either behind a privacy wall or landscaped in such a way as to be invisible from the street or golf course when construction is completed. It is preferred that the anti-siphon equipment (back-flow preventer) be buried below ground level; if placed above ground, landscaping is necessary to hide the equipment. Sewer clean-outs in the yard will either be below grade or masked with shrubbery to prevent them from being visible from the street.

H. Landscaping.

1. During the development of a lot no live tree or shrub, the trunk of which exceeds four (4) inches in diameter, shall be cut down or otherwise destroyed without the advance approval of the DRC.
2. All new construction must have a well and piping for watering of the lawn.
3. Landscaping requirements must meet or exceed the Lee County minimal standards.

4. Following completion of any building, parking area or other improvement on any lot or site, the yard areas must be covered with sod and the buildings, parking area and other improvements will be fully landscaped.

5. Lawn requirements are of the St. Augustine species; Flora tam, Bitter Blue and Seville. Bahia is not allowed as lawn grass. No gravel or rock shall be substituted as lawn.

6. A final inspection will be made prior to closing to confirm that plantings conform to the approved plan.

J. Garage.

Each single-family home within the subdivision will have a garage. Each garage will enclose a space not less than five hundred (500) square feet. Each garage must have an outside entry in addition to the overhead door(s). Garage door colors must correspond to the exterior color of the home and must be approved by the DRC. No carports or other open garages will be permitted within the subdivision.

K. Roofs.

Each home within the subdivision will have a conventional gable or hip roof covered with roofing tiles or natural slate, the color of which must be approved by the DRC. Metal roofs are not permitted. Asphalt or fiberglass shingles are not permitted on new construction and can only be used to re-roof existing homes where these materials are currently used. Re-roofing with tile is recommended. Cleaning of the roof is required when signs of mildew cover large portions of the roof.

L. Driveways.

Each driveway or parking area within the subdivision will be constructed of impressed or pattern concrete, paving blocks or bricks. Standard concrete or asphalt driveways are not allowed. Loose surface driveway materials such as gravel, shell, rock, dirt or clay will not be permitted in the subdivision. The material and color must be approved by the DRC. No pavement or driveway shall be closer than six (6) feet to the side property line.

M. Building Exterior.

The exterior of all buildings constructed on a lot or site will be of colors that are neutral, warm earth tone or subdued pastels and must be approved in advance by the DRC.

N. Commencement and Completion.

Once the construction of any building or other improvement is commenced, substantial work toward the completion of the construction will be pursued diligently and the buildings and other improvements completed within a reasonable period of time after commencement. If, for any reason, no substantial progress is made toward the completion of a building or other improvement commenced on a lot, for a period of ninety (90) days, the Association may go on the premises and take such action as the Association may deem appropriate to correct the undesirable appearance of the partially completed buildings and improvements, including completion thereof, at the cost and expense to the owner of the lot. Sums owed the Association by reason of the foregoing will be deemed to be an assessment against the lot.

O. Alterations/Improvements to Existing Homes.

Any major changes to the exterior of an existing home must be submitted in writing to the DRC for review and approval. The owner when making any structural change must submit a \$1000 deposit [refundable in whole or in part] payable to the Association to insure compliance with the DRC rules. All existing non-conforming properties must be brought into conformity with the then current DRC requirements by agreement in writing before any particular modification or alteration being requested by the owner can be approved. Any exterior repainting must be approved, in advance, by the DRC. Paint approval must also be sought even if the resident is repainting with the existing colors.

P. Variances.

1. No variance shall be effective unless in writing. The DRC may authorize variances from compliance with any of its standards and procedures when circumstances such as topography, natural obstructions, hardships, aesthetics or environmental considerations require. However, no front property variance can be granted. The owner may apply for a variance from a specific requirement if the owner and/or his architect/designer feel that certain portions of the DRC Requirements are inappropriate, based on the design elements

of the particular residence. The DRC can rule on any variance request up to and including three (3) feet.

2. Any variance request of more than three (3) feet must be ruled on by the Wildcat Run Community Board of Directors.

3. There are no variances allowed for the front of a home.

4. When an owner and/ or builder applies for a variance he will be required to provide the following with his presentation:

a. He/she will have sent a registered letter to the abutters (two (2) lots distance on either side and across the street) stating his intentions to appear before the DRC Review Board on (date) to request a variance.

b. He/she will have to bring his blue prints and proof of having sent the letter to the abutters.

c. After the slab is poured he will provide the DRC the "As Built Survey."

d. If any of the abutters object to the variance being granted they will need to contact the DRC or plan to attend the meeting when the builder presents his variance petition.

5. The owner and/or his/her architect/designer have the burden of establishing the reasons why a specific requirement of the DRC is not appropriate. The provision of reasonable assurance should be given by the owner's architect/ designer in the variance request submittal in that the overall intent of the Design Review Requirements will be accomplished with the residence as proposed.

6. The decision of the variance request is determined by the DRC and/or the Board of Directors. The granting of the variance for one particular situation does not imply or warrant that a variance of a same or similar situation will be granted for another home site. In keeping with the overall objectives of the Design Review Requirements, each variance will be reviewed on a case-by-case, residence by residence basis.

Q. Variance Appeals.

1. Any decision made by the DRC can be appealed to a Board comprised of two or more community association representatives appointed by the Association President. Included with the request should be technical design information supporting the appeal.
2. Fees will be required to cover the processing costs, including any outside consulting services they deem necessary for the review of the request by the DRC.
3. All appeals will be reviewed on a case-by-case basis, and the granting of an appeal for one residence for a particular situation does not imply or warrant that a similar appeal would be granted on another residence.
4. In keeping with the DRC Requirements, each case will be reviewed on its own design merits. Notice of Appeal must be made within fourteen (14) days of the DRC denial of a request.
5. Appeals from Appointed Board decisions may be made to the Wildcat Run Community Association Board of Directors at their monthly meeting, which is posted on the Community Association Bulletin board. Notice of Appeal must be made within 30 days of the denial by the Appointed Board.

R. Access to Development.

No contractors, subcontractors, or trades allied to the housing or construction fields or maintenance persons, will be permitted in the subdivision on Sundays and/or Holidays unless an emergency situation should arise. On permissible days, the above-mentioned persons will be allowed in the subdivision at 7:00 A.M. but must vacate by 5:00 P.M.

S. Easements.

The use and occupancy of any lot will be subject to the easements graphically depicted on the plat those hereinafter dedicated to and accepted by the Association and those described hereafter in this paragraph.

1. **Roof Overhangs.** Lee County does not allow roof overhangs to encroach onto any easement.

2. Additional Easements. A utility easement and a drainage easement will exist over, across and under the portion of each lot which is within ten (10) feet from the front and rear property lines and six (6) feet from the side lot lines that are graphically depicted on the plat, except that if two or more lots having a common side lot line are consolidated into a single building site approved by the County, then the utility easements and drainage easements that would otherwise exist along either side of those common side lot lines by virtue of this paragraph (as opposed to being graphically depicted on the plat) will be vacated by the Association, subject to the following matters and things:

a. The owner of the lots being consolidated will request in writing that the Association vacate such easements.

b. The Association determines that vacating the easements will not have any material adverse effect upon the use of any other lots or the golf course, included in the subdivision.

c. If the easements being vacated are in use, the owners of the lots being consolidated shall relocate water, sewer, storm sewers, transmission cables and other utilities located within the easements being vacated within another reasonably acceptable easement area at their cost and expense.

3. Maintenance. Improvements made within any easement of a private nature will be maintained by the owner of the lot where they are located and will not unduly inhibit the use of the easement by others for the purpose intended. Those that are not of a private nature will, however, be maintained by the Association, to the extent not maintained by governmental agencies or otherwise.

T. Sight Lines

Sight lines at Intersections and Corners of Property. No fences, walls, trees, hedges or shrub plantings that obstruct sight lines at street intersection and corners of property will be permitted.

U. Fencing.

No Fencing can be used to enclose an entire lot or any portion of a lot.

V. Waterfront Lots.

No lot that abuts lakes or other waterways within the subdivision may be altered in size by filling or excavating within the lakes or waterway, nor shall the owner alter or construct improvements on the shoreline except as may be permitted by the DRC. Approval must also be given by the Wildcat Run Country Club Board of Directors and the Wildcat Run Community Association Board of Directors.

W. Underground Utilities.

All utilities provided to lots and condominium sites will be by means of underground transmission lines, cables and pipes. No overhead transmission lines or cables will be permitted within the subdivision. To avoid damaging underground utilities, check with the golf course superintendent before digging on property that abuts the golf course.

X. Maintenance.

Buildings, driveways and other improvements made on a lot or site will be regularly and continuously maintained in good condition and in a well-kept appearance by the owner. All driveways, sidewalks and other hard surface areas will be swept and cleaned regularly and cracks and damaged areas replaced, repaired and otherwise kept in good condition and appearance by the owner.

Y. Greenscaping.

1. A home owner has the right to modify and improve the landscaping as long as it does not interfere with the neighboring view. Certain plants are not recommended to be used as landscaping. a landscape designer can be of assistance in this regard.

2. The homeowner is responsible for maintaining all areas of vegetation that are within his/her property lines. If the homeowner elects to maintain and plant on the property beyond their property lines and up to the white out-of-bounds markers, a planting plan must be submitted to the DRC for approval by the DRC and golf course superintendent. All landscaping and yard areas will be irrigated, fertilized, mowed, trimmed and cared for regularly. Diseased

and dead plants and grass must be replaced, and yards otherwise maintained at all times in an aesthetically pleasing manner by the owner.

3. In the event that the owner fails to maintain the landscaping, the Association shall have the right, after a fifteen (15) day written notice to owner, to undertake the maintenance at the owner's expense. Association maintenance charges shall be a lien on the lot as if the charges were assessments.

Z. Lot Line Hedges.

The DRC discourages the use of lot line hedges. However, if used these hedges can only be planted thirty (30) feet from the front lot line to fifteen (15) feet from the rear lot line. The hedge must be maintained at a height of ten (10) feet or lower. Hedges must be planted on the lot so as to be maintained from the owner's property. Any lot line hedge must be presented to the DRC for approval prior to planting.

AA. Artificial Plants

No artificial trees, shrubs, grass or other vegetation will be placed or maintained on the exterior of any buildings located on any lot without the advance approval of the DRC.

BB. Sewage Disposal.

No sewage disposal system shall be used on the property except as approved by the Association. No sewage disposal system shall be used except for connection to the Public sanitary sewer system. No waste shall be discharged to the lot, streets or lakes.

CC. Water Systems.

Lee County Utilities, or its successors or assigns ["Company"], has the sole and exclusive right to provide all water distribution facilities and services to the subdivision. All occupants of any residence, building, unit or improvement erected or located in the subdivision and all subsequent or future owners or purchasers of the subdivision, or any portion thereof, shall receive their water service from the Company, and shall pay for the same in accordance with the Company's rate schedules from time to time in effect as approved by the Florida Public Service Commission. All occupants of any residence, building, unit or improvement erected or located in the subdivision, and all subsequent or future owners or purchasers of the subdivision, or any portion thereof, agree, by occupying any premises in the subdivision, or by

recording any deed of conveyance with respect to the subdivision, that they will not construct, dig, build or otherwise make available nor use water service from any source other than that provided by the Company. For purposes of the sub-paragraph, the term “water service” means potable water, which may reasonably be expected to be used within a dwelling unit. The term does not include water used for irrigation or swimming pools.

DD. Rentals.

When a residence is rented, the homeowner, not the renter, will assume all responsibility to see that these requirements are followed. **[See Covenants, 5.1 Restrictions, Paragraph 2]**

V. Architectural Standards

A. Exteriors.

All dwelling exteriors should be designed to be compatible with the existing vegetation and the adjacent structures. All buildings in Wildcat Run should be harmonious with their surroundings.

B. Similar Designs.

The DRC will not approve the design, if, in its judgment, basic style, roof line, exterior materials, colors or other features of the home are too similar or dissimilar to the surrounding neighbors.

C. Elevation and Roofing.

1. Equal attention must be given to detail and architectural definition to all sides of the home including, but not limited to, stucco banding, accent materials, roof character and window treatment. A major statement of the type of architecture is made by the elevations and the roof structure. To help relate the structure to the ground and to break up the façade of the building, retaining walls, planter walls and privacy walls are used.

2. As necessitated by architectural design, roof pitches and overhangs may vary, but no flat roofs are allowed as a major structural element. The standard is at a minimum of a 6-to-12 slope. The minimum roof overhang will vary as necessitated by architectural design. Fascias must be a minimum of 6 inches.

D. Opening and Trim.

1. Materials for windows should be clear glass or a tinted glass of bronze, gray or smoke colors. Reflective glass or reflective tinting is not permitted. Screening for windows and porches should be dark in color.

2. All hurricane shutter installations must be approved by the DRC as to appearance, type, and color prior to installation. The DRC will not withhold appropriate hurricane shutter installation approval.

a. The hurricane shutter installer must provide the DRC with small samples showing the color and structure of the materials to be used.

b. Any shutter installation must meet the current minimum building code and must be constructed and installed in such a way that the installer can provide a written confirmation as to code.

c. A copy of this certification should be submitted to the DRC when the job is completed.

d. All storm protection structures and accompanying hardware that are permanently mounted must match and blend in with the body and trim colors of the home. Lexan shutters or a derivative thereof are permissible. Vinyl shutters are not acceptable.

e. In the event of a category 1 or greater storm pending in the Estero area, "mill finish" storm shutters may be temporarily used on the home but must be taken down within three days after the storm or storm alert.

f. Fabric hurricane protection panels approved by the building codes and matching the exterior color are permitted.

g. Plywood panels are prohibited from being used as hurricane shutters in Wildcat Run.

VI. Construction Standards

A. Material Deliveries.

Material deliveries and construction cannot begin until the required drawings and forms identified in the Design Review Procedure, have been received and approved.

B. Site Set-Up.

Once approved, the following conditions must be met at the construction site:

1. The DRC must approve the individual contractor and/or architect/designer **signs to be used at the site**. It must be free standing and cannot be placed against any structure or equipment on the lot nor be placed on any easement. It is not permissible for subcontractors of any type to have a sign on the home site.
2. **The required permit board** must be erected on the site. The permit board must be free standing and cannot be placed against any structure or equipment on the lot.
3. **A sign or permit** may not be nailed to a tree at any time.
4. **A job toilet is required** for use by the workers at each construction site. The toilet door must not face the street; the door must face the construction site. It is the ongoing responsibility of the contractor to notify all subcontractors and workers that the job toilet, if moved, must be replaced accordingly. The toilet must be cleaned and emptied on a weekly basis even if no work is occurring on the lot once the toilet is put into place. Toilets not emptied will be cause for the DRC to discontinue the work on the lot.
5. **To keep a clean and neat construction site, a commercial dumpster** is required on the lot under construction and nowhere else. Dumpsters must not be permitted to be filled higher than level with the top. Trash should never be strewn about the site or piled openly.
6. **Materials must be stored neatly** and all trash placed in the dumpster at the end of each workday.

7. Trash and Debris. Extreme care should be taken when loading trucks, hauling trash, and transporting construction materials to prevent spillage and leaving the roads unkempt. Any trash or debris falling from the construction vehicles and road clean-up is the responsibility of the contractor.

8. A silt fence along property lines must be used during grading and construction to prevent debris and dirt from blowing onto adjoining property.

9. The streets in front of the lot must be kept clean of building materials, trash, sand, dirt and any other debris at all times and be not allowed to flow to the storm drains under any circumstances. Failure to comply with this requirement will allow the DRC to halt work on the lot.

10. The DRC may approve temporary storage structures for the storage of materials. These storage structures may in no way be used for living quarters. Large construction trailers on residential job sites will not be allowed.

11. Fires are not permitted under any circumstances.

12. Loud Radio Music. The committee recognizes that subcontractors' workmen use radio music. The volume must be kept low so as not to disturb neighboring residents and/or golfers on the golf course.

13. Children & Pets on Site. Children and/or pets of owners, contractors, or subcontractors are not allowed on the building site at any time.

14. No alcoholic beverages are permitted on the building site at any time.

15. Construction Vehicles.

Vehicles will be parked on the lot under construction until landscaping commences and then all vehicles will be parked in the driveway of the house under construction.

(End of DRC booklet as revised 11/01/08)

Appendix A:

**INDEMNIFICATION AND HOLD-HARMLESS AGREEMENT
RELATED TO USE OF PRIVATE MOTORIZED VEHICLES
ON COMMUNITY PROPERTY**

THIS INDEMNIFICATION AND HOLD-HARMLESS AGREEMENT is entered into on this ___ day of _____, 20___, between WILDCAT RUN COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, whose address is 20300 Country Club Drive, Estero, Florida 33928 (“the Association”) and _____, whose address is _____, Estero, Florida 33928 (“the Owner”).

RECITALS

WHEREAS, the Association is a homeowners’ association, as defined by Section 720.301(9), Florida Statutes (2004) responsible for the operation and maintenance of that residential subdivision located in Estero, Florida known as “WILDCAT RUN” (“the Community”) pursuant to the Declaration of Covenants and Restrictions for Wildcat Run, recorded in Official Records Book 1772, page 3639, et seq., of the Public Records of Lee County, Florida (“the Declaration”); and,

WHEREAS, the Association pursuant to Section 3.7 of its Articles of Incorporation, which are recorded in Official Records Book 1772, pages 3658, et seq., of the Public Records of Lee County, Florida (“the Articles”), has the authority to make, amend, impose and enforce by any lawful means, reasonable rules and regulations with respect to the use of the Common Areas and Association Property, which, according to Section 1.13 of the Declaration, include the roadways within the Community;

WHEREAS, the Association, for the protection of the health, safety and welfare of its members, has determined to promulgate restrictions governing the use of private motorized vehicles within the Community;

WHEREAS, the Owner is the owner of the property located at _____, which is located within the Community and subject to the Declaration;

Appendix A:

INDEMNIFICATION AND HOLD-HARMLESS AGREEMENT (Page 2)

WHEREAS, the Owner is also the owner of motorized vehicles and desires to use said vehicles within the Community subject to the Association's restrictions

and WHEREAS, the Association desires to permit the Owner to possess and use said vehicles within the Community subject to reasonable rules and restrictions and the conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Association and Owner agree as follows:

1. The above-referenced recitals are true and correct, and are hereby incorporated into this Agreement.
2. Owners shall possess and operate the motorized vehicles subject to reasonable rules and regulations promulgated by the Board of Directors of the Association. The Board, in its sole discretion, may amend those rules and regulations from time-to-time.
3. Owner shall operate motorized vehicles in compliance with all applicable laws and ordinances.
4. Owner shall furnish bodily injury liability insurance with a limit of at least Three Hundred Thousand and 00/100 Dollars (\$300,000.00) for each occurrence and property damage liability insurance with a limit of at least One Hundred Thousand and 00/100 Dollars (\$100,000.00) for each occurrence.
5. Owner shall maintain said insurance policies in full force and effect at all times while in the Community. Owner shall supply evidence of the necessary coverage to the Association annually. It is understood that if any insurance cancellation notice is received by the Owner, he will immediately notify Association and Owner agrees to replace said policies promptly. Owner agrees that it shall not operate the vehicle(s) within the Community during any time that said insurance policies are not in full force and effect.

Appendix A:

**INDEMNIFICATION AND HOLD-HARMLESS AGREEMENT
(Page 3)**

6. Insurance coverage required herein shall not be a limitation of liability or a cap on the liability of Owner. Owner shall also obtain all necessary licenses and permits, pay all applicable taxes, and comply with all applicable laws and ordinances.

7. Owner shall defend, indemnify and hold the Association (its members, officers, directors, agents and employees) harmless from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the Owner's possession or use of the motorized vehicle.

8. In the event Owner fails to meet any obligation set forth in this Agreement, the Association shall have the right to demand that the Owner remove the motorized vehicle from the Community immediately and the Owner shall comply immediately upon demand.

9. In connection with any litigation between the Association and Owner necessary to enforce the provisions of this Agreement, each party shall bear its own expenses, including attorney's fees and costs and including for any appellate proceedings.

Appendix B:

Realtor Signs Approved for Wildcat Run General Rules

- All signage must conform to the Wildcat Run design standards (see attached page for diagram).
- No signs are permitted on medians or on any common property owned by the Association.
- No attention-getting devices, like ribbons, banners or balloons, are permitted.
- Only one (1) temporary “Open House” plus a “For Sale” sign are permitted, as specified under the temporary and permanent signs rules.

“For Sale” Sign Rules

- All *For Sale* signs must conform to Wildcat Run design standards and specifications.
- All *For Sale* signs must conform to color specifications.
- One 18” x 24” sign is permitted in the front of the property and one of the same designation is allowed in the rear, facing the golf course.
- One extra information sheet container is allowed. Tubular containers are not allowed.
- Copy on the “For Sale” sign may only include:
 - Realty company name
 - Agent’s name
 - Two phone numbers

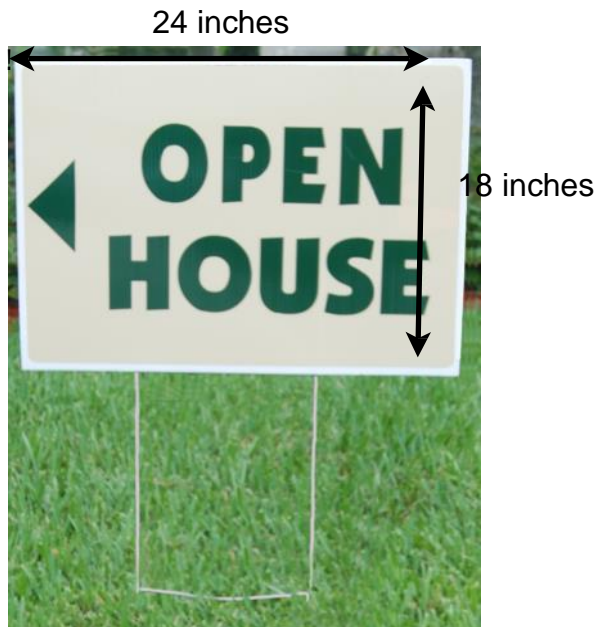
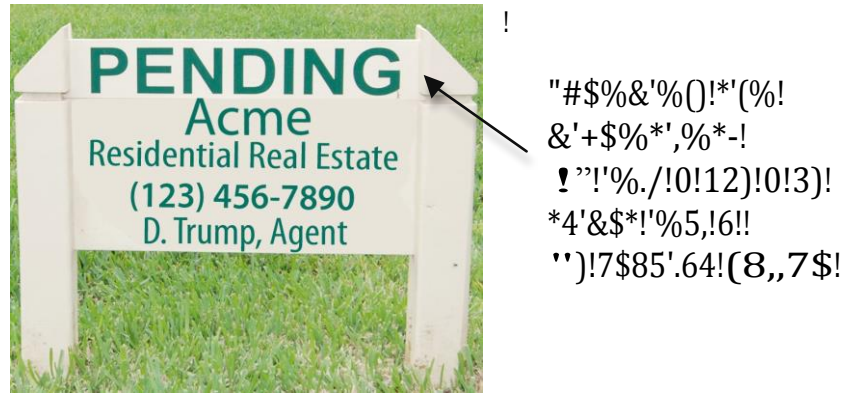
“Open House” Sign Rules

- All “*Open House*” signs shall be of metal step-type frame and not larger than 18” x 24.”
- All *Open House* signs must conform to Wildcat Run color specifications for realtor signs.
- Only one (1) *Open House* sign is permitted on the property for sale. One “open House sign can also be placed at the entrance to a cul-de-sac, regardless of the number of homes for sale on the street. No other copy is allowed. No separate, attached notes is allowed.
- Realtors must check with our gatehouse guard for approval to place any “Open House” signs on property.

For Sale By Owner (FSBO) Signs and their Open House Sign Rules

- Signs must conform to the rules and specifications stated above.
- Holders attached must also conform to above instructions.

Appendix B:



Appendix C:

Personal Information for Wildcat Run Community Association

Wildcat Club Number: _____

Resident(s) _____ Name(s) _____

Wildcat _____ Street _____ Address _____

Phone: _____ (C _____)

Northern Street Address: _____ State: _____ Zip _____

Northern Phone: _____ Fax _____

Names of All Household Occupants: _____

Email Address: _____

Home Watch Key Holder: _____ Phone: _____

Alarm Company: _____ Phone: _____

If you are a part-time resident, a friend or neighbor residing full-time with your contact info:

Name: _____ Phone: _____

Names of Guests, Vendors, and/ or contractors to whom you are granting permanent permission for Wildcat Run entry: _____

Household Vehicles:

#1: Year _____ Make _____ Model _____ Color _____ Tag # _____

#2: Year _____ Make _____ Model _____ Color _____ Tag # _____

#3: Year _____ Make _____ Model _____ Color _____ Tag # _____

Stickers and Transponders Issued:

#1 Vehicle Sticker #: _____ Transponder # _____

#2 Vehicle Sticker #: _____ Transponder # _____

#3 Vehicle Sticker #: _____ Transponder # _____

Hurricane Preparedness Recommendations For Construction Within Wildcat Run

The recommendations below are intended to provide a checklist for readiness during a hurricane “watch” or “warning” period. Preparations need to be made at least 48 hours in advance of any major storm. Do not wait until the last minute.

Checklist:

I. Site Preparation

- Clean up site of all loose materials and trash to minimize flying debris.
- Tie down job trailers, portable toilets and other portable structures. Locate ropes or straps far in advance. Portable toilets should be removed or put on their right side.
- Remove permits and permit boards from the site or store inside the structure.
- Place all perishable or fragile material inside of units, banded and secured.
- Place all trash within the construction dumpster and secure the lid or secure the trash with wire mesh tied tightly.
- Brace all new landscape trees. Hold off on installing new plantings.
- Remove sand and trash from roadways and gutters.
- Check building foundations for erosion prevention and protection.
- Remove construction vehicles and equipment from the site or place inside the structure.

II. Construction Materials and Deliveries

- Place a hold on new deliveries.
- Stacks of plywood, framing lumber, form work, etc. should be banded together and staked down.
- All materials stacked inside the unit should be banded.

III. Roofing Material

- Do not load tile or plywood onto the roof if the storm could hit within 2 or 3 days. Set it on the ground, band it together and wait until storm threat has passed.
- If roofing material is to be installed during the prime hurricane season, install it immediately after it is loaded onto roof

Hurricane Preparedness Recommendations For Construction Within Wildcat Run (Page 2)

- If placed in a Hurricane Watch or Warning, remove all materials, including loose or stacked tiles, from roof and band together on the ground. These materials can become flying projectiles and cause serious damage to the surrounding homes.

IV. Structural Building Elements

- Shore up unsupported walls, whether frame or block.
- Inspect all newly placed trusses and make sure anchors and hurricane clips are fastened.
- Brace trusses.
- For partially sheathed roofs, add nails or screws to corners of plywood.
- Brace unfinished pool cages.

V. Windows and Glass

- If time allows, install panels over windows and sliding glass doors.
- Materials need to be obtained early.

•VI. Emergency Preparations

- Prepare emergency telephone list of all subcontractors' supervisors home and business numbers.
- Identify insurance carrier and know who to call.
- Locate portable generators and make sure all equipment on site is fueled.
- Take photographs of the job site prior to the storm for any insurance claim verification.

VII. Post-Storm Activities

- Contact insurance carrier if necessary.
- Take photographs of damage.
- Clean up site as soon as possible.

• **Exterior Antenna Requirements for Wildcat Run
(Page 1)**

Section 5.221 of the Wildcat Run Covenants Section 5.21 Antenna, states that No radio or television aerial or antenna will be placed, erected or permitted upon any lot or affixed in any manner to the exterior of roof of any building on any lot in the Subdivision without the advance approval of the DRC, except as follows:

For Condominium Units:

Television and other outdoor antennae. No television, radio, satellite or other antenna or satellite system may be installed on the Common Elements by any person other than the Condominium Association, except as provided herein. Certain television, satellite, or other antenna systems may be erected or installation condominium property subject to compliance with the following requirements: [Permitted antennas include (collectively hereinafter referred to as “antennas”)]

Direct Broadcast satellite dishes (DBS) that are less than one meter in diameter.

Multi-channel, multi-point distribution service devices (MMDS) that are less than one meter in diameter or diagonal measurement.

Location of Antennas.

Antennas are only permitted to be installed in exclusive-use areas such as limited common element balconies. To the extent feasible, all antennas must be placed in locations that are not visible from any street and in a location to minimize annoyance or inconvenience to other residents of the community if this placement would still permit reception of an acceptable quality. Antenna may not extend beyond the plane of an imaginary line running from the edge of the balcony ceiling to the balcony floor, bounded on the side by the vertical balcony walls.

Color and Screening of Antennas.

All antennas shall be painted to blend into the background against which it is mounted. So long as the paint will not interfere with an acceptable quality signal.

Safety Requirements.

To guard the safety of the unit owners, occupants of the residence where the antenna is located, neighboring unit owners, and other owners and members in the condominium, it shall be the obligation of the installing owner to comply with all applicable local, state and federal safety requirements including but not limited to

Exterior Antenna Requirements for Wildcat Run (Page 3)

obtaining a permit for the installation of the antenna, if any is so required, hiring licensed contractors with sufficient expertise and adequate insurance to protect their work, installing the antenna away from power lines and other potentially dangerous areas, installing and using the antenna in accordance with the customs and standards for the antenna industry, including compliance with electrical code requirements to properly ground the antenna, and installations requirements to properly secure the antenna. Antennas shall be properly secured and installed so as to cause no damage to the building, such as compromise of its water-proof integrity. Unit owners shall indemnify the Association for any loss of damage (including attorney's fees) occasioned by non-compliance with these obligations. A unit owner shall indemnify and hold harmless the Association, and all other unit owners, for any damage that an antenna causes to the condominium property or to persons or other property.

These restrictions are supplemental to any requirements of the Condominium Association.

For Residential Units on Single Family Lots

Television and Other Outdoor Antennae. No television, radio, satellite, or other antenna or satellite system may be installed on the Common Areas by any person other than the Association, except as provided herein. Certain television, satellite, or other antenna systems may be erected or installed on Lots subject to compliance with the following requirements: [Permitted antennae include (collectively hereinafter referred to as "antennas")]:

* Direct Broadcast satellite dishes (DBS) that are less than one meter in diameter. Multi-channel, multi-point distribution service devices (MMDS) that are less than one meter in diameter or diagonal measurement. **Appendix E: Exterior** Television broadcast antennas for local stations, which may be any reasonable size, which may be secured to a mast located no higher than twelve feet above the roofline, must be approved in writing by the Association.

Location of Antennas. To the extent feasible, all antennas must be placed in locations that are not visible from any street and in a location to minimize annoyance or inconvenience to other residents of the community if this placement would still permit reception of an acceptable quality signal.

Antenna Requirements for Wildcat Run (page 3)

Color and Screening of Antennas. All antennas shall be painted to blend into the background against which it is mounted for so long as the paint will not interfere with an acceptable quality signal. If the antenna is mounted on a building it must be made the color of the exterior walls of the residence on that lot. All antennas shall be screened from view from neighboring properties, and pedestrians and vehicular access areas, with landscaping plants commonly used in or about the community at a height of at least 48 inches. Taller antennas shall be screened to their full height if reasonably practicable and if the screening would not impair the reception of an acceptable quality signal.

Safety Requirements. To guard the safety of the unit owners, occupants of the residence where the antenna is located, neighboring unit owners, and other owners and members in the condominium, it shall be the obligation of the installing owner to comply with all applicable local, state and federal safety requirements including but not limited to obtaining a permit for the installation of the antenna, if any is so required, hiring licensed contractors with sufficient expertise and adequate insurance to protect their work, installing the antenna away from power lines and other potentially dangerous areas, installing and using the antenna in accordance with the customs and standards for the antenna industry, including compliance with electrical code requirements to properly ground the antenna, and installations requirements to properly secure the antenna. Antennas shall be properly secured and installed so as to cause no damage to the building, such as compromise of its waterproof integrity. Unit owners shall indemnify the Association for any loss of damage (including attorney's fees) occasioned by non-compliance with these obligations. A unit owner shall indemnify and hold harmless the Association, and all other unit owners, for any damage that an antenna causes to the condominium property or to persons or other property.

These restrictions are supplemental to any requirements of the Condominium Association.

**APPLICATION FOR PLAN REVIEW “EXISTING
HOME EXTERIOR MODIFICATIONS”**

NON-STRUCTURAL

Wildcat Run Community Association

It is important that the architecture and landscape design, as approved, remain consistent with the overall beauty of Wildcat Run and the Design Guidelines for the Community. For the protection of the homeowners, the adjacent neighbors and the golf course, the Design Review Committee (DRC) was formed to review all new home construction plans in Wildcat Run. The exterior modifications that need to be submitted and approved by the DRC include but are not limited to ***additions or exterior renovations, changes to the roof, wall, trim or driveway colors, installation of emergency generators, propane gas tanks or hurricane shutters, changes in the existing landscaping, installation of landscape lighting, pool or spa installations, lanai or pool screen enclosures, etc.*** This Application Form along with one set of plans and any required samples should be submitted at least 10 days prior to the regularly scheduled DRC meeting, which is held on the third Thursday of each month. The address to submit the package is:

Wildcat Run Design Review Committee
Wildcat Run Community Association, Inc.
20300 Country Club Drive
Estero, FL 33928

Please indicate the Wildcat Run Community Association Lot Number in the space provided at the top of pages 2, 3 and 4

Should you have any questions concerning this Application Form, please contact one of the Directors on the Board of Wildcat Run Community Association.

Rev. 08/14/08

APPLICATION FOR REVIEW...WRCA LOT NO. _____
EXISTING HOME EXTERIOR MODIFICATIONS
NON-STRUCTURAL

Date _____ Home Phone Number _____

Homeowner _____ Cell Phone Number _____

Address _____ Email Address _____

_____ **A review is hereby requested to make non-structural modifications to the exterior of our home as described on the enclosed plans and attached pages.**

Construction shall be in strict compliance with the approved drawings and notes on the drawings. Approval of this Application is contingent upon your acceptance of all building rules and regulations outlined in the Wildcat Run DRC Contractor Guidelines. Failure to follow outlined rules will result in denial of contractor entry to property until said violations are resolved to the satisfaction of the DRC. Commencement of construction constitutes acceptance of these conditions.

Contractor _____ Office Phone Number _____

Address _____ Cell Phone Number _____

_____ Refundable Deposit Required **N/A**

Proposed Start Date _____ Estimated Completion Date _____

Contractor's Certificate of Insurance is attached _____

NOTE: ONE (1) SET OF CONSTRUCTION PLANS IS REQUIRED

Include such details as the dimensions, materials, color, design, location and other pertinent data. When appropriate, plans shall be signed and sealed by a state registered architect, landscape architect or engineer. Allow twenty (20) days for a written response.
Send all correspondence to Wildcat Run DRC, Wildcat Run Community Association, Inc., 20300 Country Club Drive, Estero, FL 33928.

I HAVE READ THE ABOVE AND UNDERSTAND MY RESPONSIBILITIES.

Homeowner _____ Contractor _____

Date _____ Date _____

APPLICATION FOR REVIEW... WRCA LOT NO. _____

PLANS AND SUBMITTAL REQUIREMENTS

PLAN/SUBMITTAL INCLUDED

EXTERIOR HOME MODIFICATIONS

YES NO N/A

Survey/ Site Plan	___	___	___
Building Plans and Details	___	___	___
Swimming Pool/Spa	___	___	___
Screen Enclosure	___	___	___
A/C Unit Screening	___	___	___
Hurricane Shutters	___	___	___
Other _____	___	___	___

EXTERIOR IMPROVEMENTS

Landscape Plans	___	___	___
Driveway/Sidewalk/Stoop	___	___	___
Irrigation System	___	___	___
Pool/Spa Equipment Screening	___	___	___
Emergency Generator Screening	___	___	___
Propane Gas Tank Location	___	___	___
Landscape Lighting	___	___	___
Other _____	___	___	___

APPLICATION FOR REVIEW... WRCA LOT NO. _____

COLOR AND MATERIAL REQUIREMENTS

<u>SURFACE</u>	<u>MATERIAL/MFG.</u>	<u>COLOR/NAME</u>
New Tile Roof	_____	_____
Paint Existing Roof	_____	_____
Paint Exterior/ Trim	_____	_____
Paint/Stain Entry Doors	_____	_____
Paint/Stain Garage Doors	_____	_____
Windows/Glass	_____	_____
Hurricane Shutters	_____	_____
Screen Enclosure	_____	_____
Driveway Surface	_____	_____
Other _____	_____	_____

Existing Home Exterior Modifications Timeline Summary

- Application for review due at least 10 days before DRC meeting.
- Written response within 10 days after DRC meeting.
- If disapproved, applicant has 10 days to submit written notice to review application.
- Applicant may appeal within 15 days by resubmitting modified plans.
- After approval, commence construction within 60 days unless otherwise stated in application.
- Complete construction within 60 days of commencement unless otherwise stated in application.
- Changes after initial plan approval must be requested in writing and approval granted prior to implementation.
- Inspection by DRC representative may be made at any time during construction process.
- Final inspection shall be made within 10 days of completion and after a request is made by the homeowner and/or contractor.

GLOSSARY

- **Site Plans:** Include the required setbacks, easement and horizontal dimensions that locate the residence/building and the proposed modification on the lot/parcel. Also indicate the landscaping changes to be made.
- **Floor Plan:** Include all rooms that are part of or adjacent to the modification dimensioned to scale along with the square footage of the total living area. Additionally, pool plans, decks, patios, stoops, retaining walls related to the modification of the dwelling, HVAC equipment, pool equipment and utilities, and the screening for same. Interior spacing of rooms and connections to driveways and walkways must be shown.
- **Foundation Plan:** (Required for building additions only) Includes existing and finished floor elevations and grades.
- **Architectural Elevations:** Front, rear, sides, and pool enclosure exterior elevations showing both existing and new building materials and finishes for the modification and adjacent surfaces. The finished grades must be shown. A rendered elevation depicting material and colors of the primary facade may be requested by the DRC for some complicated elevation schemes.
- **Wall Sections:** (Required for building additions only) Show foundation condition; i.e. stem wall or slab, roof overhang, fascia, decorative details and materials.
- **Roof Plan:** Show slopes, pitches, hips and gables. A minimum roof pitch of 6 in 12 slope is required.
- **Exterior Finishes:** Show the exterior color scheme and texture (including samples and color chips), shutters, medallions, chimneys, doors, lighting scheme, and other details affecting the exterior appearance of the proposed improvement.
- **Landscaping Plan:** Show location, size, species, quantity, spacing, and quality of all plant material, protection of existing vegetation and other landscaping details. Minimum plan scale to be 1"= 60'-0"
- **Other:** Provide such other information, data and drawings as may be reasonably requested, including, without limitation, drainage, lighting, hurricane shutters, screening, lawn ornaments and other features

- **APPLICATION FOR PLAN REVIEW**
“EXISTING HOME EXTERIOR MODIFICATIONS”
STRUCTURAL CHANGES

Wildcat Run Community Association

It is important that the architecture and landscape design, as approved, remain consistent with the overall beauty of Wildcat Run and the Design Guidelines for the Community. For the protection of the homeowners, the adjacent neighbors and the golf course, the Design Review Committee (DRC) was formed to review all new home construction plans in Wildcat Run. The exterior modifications that need to be submitted and approved by the DRC include but are not limited to ***additions or exterior renovations, changes to the roof, wall, trim or driveway colors, installation of emergency generators, propane gas tanks or hurricane shutters, changes in the existing landscaping, installation of landscape lighting, pool or spa installations, lanai or pool screen enclosures, etc.*** This Application Form along with a **refundable deposit check for \$1,000.00 made payable to Wildcat Run Community Association**, one set of plans and any required samples should be submitted at least 10 days prior to the regularly scheduled DRC meeting, which is held on the third Thursday of each month. The address to submit the package is:

Wildcat Run Design Review Committee
Wildcat Run Community Association, Inc.
20300 Country Club Drive
Estero, Fl 33928

Please indicate the Wildcat Run Community Association Lot Number in the space provided at the top of pages 2, 3 and 4.

Should you have any questions concerning this Application Form, please contact one of the Directors on the Board of Wildcat Run Community Association.

Rev. 08/14/08

APPLICATION FOR REVIEW...WRCA LOT NO._____

EXISTING HOME EXTERIOR MODIFICATIONS-STRUCTURAL

Date _____ Home Phone Number _____

Homeowner _____ Cell Phone Number _____

Address _____ Email Address _____

A review is hereby requested to make structural modifications to the exterior of our home as described on the enclosed plans and attached pages.

Construction shall be in strict compliance with the approved drawings and notes on the drawings. Approval of this Application is contingent upon your acceptance of all building rules and regulations outlined in the Wildcat Run DRC Contractor Guidelines. Failure to follow outlined rules will result in denial of contractor entry to property until said violations are resolved to the satisfaction of the DRC. Commencement of construction constitutes acceptance of these conditions.

Contractor _____ Office Phone Number _____

Address _____ Cell Phone Number _____

Refundable Deposit Required **\$1,000.00**

Proposed Start Date _____ Estimated Completion Date _____

Contractor's Certificate of Insurance is attached _____

NOTE: ONE (1) SET OF CONSTRUCTION PLANS IS REQUIRED

Include such details as the dimensions, materials, color, design, location and other pertinent data. Where appropriate, plans shall be signed sealed by a state registered architect, landscape architect or engineer. Allow twenty (20) days for a written response.

Send all correspondence to Wildcat Run DRC, Wildcat Run Community Association, Inc., 20300 Country Club Drive, Estero, FL 33928

I HAVE READ THE ABOVE AND UNDERSTAND MY RESPONSIBILITIES.

Homeowner _____

Contractor _____

Date _____

Date _____

APPLICATION FOR REVIEW... WRCA LOT NO. _____

PLANS AND SUBMITTAL REQUIREMENTS

	PLAN/SUBMITTAL INCLUDED		
	<u>YES</u>	<u>NO</u>	<u>N/A</u>
<u>EXTERIOR HOME MODIFICATIONS</u>			
Survey/ Site Plan	_____	_____	_____
Building Plans and Details	_____	_____	_____
Swimming Pool/Spa	_____	_____	_____
Screen Enclosure	_____	_____	_____
A/C Unit Screening	_____	_____	_____
Hurricane Shutters	_____	_____	_____
Other _____	_____	_____	_____
<u>EXTERIOR IMPROVEMENTS</u>			
Landscape Plans	_____	_____	_____
Driveway/Sidewalk/Stoop	_____	_____	_____
Irrigation System	_____	_____	_____
Pool/Spa Equipment Screening	_____	_____	_____
Emergency Generator Screening	_____	_____	_____
Propane Gas Tank Location	_____	_____	_____
Landscape Lighting	_____	_____	_____

Other _____
APPLICATION FOR REVIEW... WRCA LOT NO. _____

COLOR AND MATERIAL REQUIREMENTS

<u>SURFACE</u>	<u>MATERIAL/MFG.</u>	<u>COLOR/NAME</u>
New Tile Roof	_____	_____
Paint Existing Roof	_____	_____
Paint Exterior/ Trim	_____	_____
Paint/Stain Entry Doors	_____	_____
Paint/Stain Garage Doors	_____	_____
Windows/Glass	_____	_____
Hurricane Shutters	_____	_____
Screen Enclosure	_____	_____
Driveway Surface	_____	_____
Other _____	_____	_____

Existing Home Exterior Modifications Timeline Summary

- Application for review due at least 10 days before DRC meeting
- Written response within 10 days after DRC meeting
- If disapproved, applicant has 10 days to submit written notice to review application
- Applicant may appeal within 15 days by resubmitting modified plans
- After approval, commence construction within 60 days unless otherwise stated in application
- Complete construction within 60 days of commencement unless otherwise stated in application
- Changes after initial plan approval must be requested in writing and approval granted prior to implementation.
- Inspection by DRC representative may be made at any time during construction process
- Final inspection shall be made within 10 days of completion and after a request is made by the contractor

GLOSSARY

- **Site Plans:** Include the required setbacks, easement and horizontal dimensions that locate the residence/building and the proposed modification on the lot/parcel. Also indicate the landscaping changes to be made.
- **Floor Plan:** Include all rooms that are part of or adjacent to the modification dimensioned to scale along with the square footage of the total living area. Additionally, pool plans, decks, patios, stoops, retaining walls related to the modification of the dwelling, HVAC equipment, pool equipment and utilities, and the screening for same. Interior spacing of rooms and connections to driveways and walkways must be shown.
- **Foundation Plan:** (Required for building additions only) Includes existing and finished floor elevations and grades.
- **Architectural Elevations:** Front, rear, sides, and pool enclosure exterior elevations showing both existing and new building materials and finishes for the modification and adjacent surfaces. The finished grades must be shown. A rendered elevation depicting material and colors of the primary façade may be requested by the DRC for some complicated elevation schemes.
- **Wall Sections:** (Required for building additions only) Show foundation condition; i.e. stem wall or slab, roof overhang, fascia, decorative details and materials.
- **Roof Plan:** Show slopes, pitches, hips and gables. A minimum roof pitch of 6 in 12 slope is required.
- **Exterior Finishes:** Show the exterior color scheme and texture (including samples and color chips), shutters, medallions, chimneys, doors, lighting scheme, and other details affecting the exterior appearance of the proposed improvement.
- **Landscaping Plan:** Show location, size, species, quantity, spacing, and quality of all plant material, protection of existing vegetation and other landscaping details. Minimum plan scale to be 1"= 60'-0"
- **Other:** Provide such other information, data and drawings as may be reasonably requested, including, without limitation, drainage, lighting, hurricane shutters, screening, lawn ornaments and other features.

• **APPLICATION FOR PLAN REVIEW**

“NEW HOME CONSTRUCTION”

Wildcat Run Community Association

It is important that the architecture and landscape design, as approved, remain consistent with the overall beauty of Wildcat Run and the Design Guidelines for the Community. For the protection of the homeowners, the adjacent neighbors and the golf course, the Design Review Committee (DRC) was formed to review all new home construction plans in Wildcat Run. **This Application Form, including a \$5,000 refundable deposit, two (2) sets of plans (to include landscaping) and all samples** which are indicated to also be included should be submitted at least ten (10) days prior to the regularly scheduled DRC meeting, which is held on the third Thursday of each month. The address to submit the package is:

Wildcat Run Design Review Committee
Wildcat Run Community Association, Inc.
20300 Country Club Drive
Estero, FL 33928

Please indicate the Wildcat Run Community Association Lot Number in the space provided at the top of pages 2, 3 and 4

Should you have any questions concerning this Application Form, please contact one of the Directors on the Board of Wildcat Run Community Association.

Rev. 08/14/08

APPLICATION FOR REVIEW...WRCA LOT NO._____

NEW HOME CONSTRUCTION

Date _____ Home Phone Number _____
Homeowner _____ Cell Phone Number _____
Address _____ Email Address _____

A review is hereby requested to obtain approval to begin construction of a new home as described on enclosed plans and attached pages.

Construction shall be in strict compliance with the approved drawings and notes on the drawings. Approval of this Application is contingent upon your acceptance of all building rules and regulations outlined in the Wildcat Run DRC Contractor Guidelines. Failure to follow outlined rules will result in denial of contractor entry to property until said violations are resolved to the satisfaction of the DRC. Commencement of construction constitutes acceptance of these conditions.

Contractor _____ Office Phone Number _____
Address _____ Cell Phone Number _____
_____ Refundable Deposit Required **\$5,000.00**
Proposed Start Date _____ Estimated Completion Date _____

Certificate of Insurance is attached _____

NOTE: TWO (2) SETS OF CONSTRUCTION PLANS ARE REQUIRED

Include such details as the dimensions, materials, color, design, location and other pertinent data. Where appropriate, plans shall be signed sealed by a state registered architect, landscape architect or engineer. Allow twenty (20) days for a written response.
Send all correspondence to Wildcat Run DRC, Wildcat Run Community Association, Inc., 20300 Country Club Drive, Estero, FL 33928.

I HAVE READ THE ABOVE AND UNDERSTAND MY RESPONSIBILITIES.

Contractor _____ By _____
Date _____ Title _____

APPLICATION FOR REVIEW... WRCA LOT NO. _____

PLANS AND SUBMITTAL REQUIREMENTS

	PLAN/SUBMITTAL INCLUDED		
	<u>YES</u>	<u>NO</u>	<u>N/A</u>
<u>NEW HOME CONSTRUCTION</u>			
Survey/ Site Plan	___	___	___
Building Plans and Details	___	___	___
Swimming Pool/Spa	___	___	___
Screen Enclosure	___	___	___
A/C Unit Screening	___	___	___
Hurricane Shutters	___	___	___
Other _____	___	___	___
 <u>EXTERIOR IMPROVEMENTS</u>			
Landscape Plans	___	___	___
Driveway/Sidewalk/Stoop	___	___	___
Irrigation System	___	___	___
Pool/Spa Equipment Screening	___	___	___
Emergency Generator Screening	___	___	___
Propane Gas Tank Location	___	___	___
Landscape Lighting	___	___	___
Other _____	___	___	___

APPLICATION FOR REVIEW...WRCA LOT NO._____

COLOR AND MATERIAL REQUIREMENTS

<u>SURFACE</u>	<u>MATERIAL/MFG.</u>	<u>COLOR/NAME</u>
New Tile Roof	_____	_____
Paint Existing Roof	_____	_____
Paint Exterior/ Trim	_____	_____
Paint/Stain Entry Doors	_____	_____
Paint/Stain Garage Doors	_____	_____
Windows/Glass	_____	_____
Hurricane Shutters	_____	_____
Screen Enclosure	_____	_____
Driveway Surface	_____	_____
Other _____	_____	_____

New Home Construction Timeline Summary

- Application for review due at least 10 days before DRC meeting
- Written response within 10 days after DRC meeting
- If disapproved, applicant has 10 days to submit written notice to review application
- Applicant may appeal within 15 days by resubmitting modified plans
- After approval, commence construction within 60 days unless otherwise stated in application
- Complete construction within 270 days of commencement unless otherwise stated in application
- Changes after initial plan approval must be requested in writing and approval granted prior to implementation.
- Inspection by DRC representative may be made at any time during construction process
- Final inspection shall be made within 10 days of completion and after a request is made by the contractor
- Refundable deposit shall be returned to contractor within 10 days after final inspection and approval, less any charges deemed necessary to correct damages to community association property or to settle any disputed items that may have occurred.

GLOSSARY

- Site Plans: Include the required setbacks, easement and horizontal dimensions that locate the residence/building and the proposed modification on the lot/parcel. Also indicate the landscaping changes to be made.
- Floor Plan:. Include all rooms that are part of or adjacent to the modification dimensioned to scale along with the square footage of the total living area. Additionally, pool plans, decks, patios, stoops, retaining walls related to the modification of the dwelling, HVAC equipment, pool equipment and utilities, and the screening for same. Interior spacing of rooms and connections to driveways and walkways must be shown.
- Foundation Plan: (Required for building additions only) Includes existing and finished floor elevations and grades.
- Architectural Elevations: Front, rear, sides, and pool enclosure exterior elevations showing both existing and new building materials and finishes for the modification and adjacent surfaces. The finished grades must be shown. A rendered elevation depicting material and colors of the primary façade may be requested by the DRC for some complicated elevation schemes.
- Wall Sections: (Required for building additions only) Show foundation condition; i.e. stem wall or slab, roof overhang, fascia, decorative details and materials.
- Roof Plan: Show slopes, pitches, hips and gables. A minimum roof pitch of 6 in 12 slope is required.
- Exterior Finishes: Show the exterior color scheme and texture (including samples and color chips), shutters, medallions, chimneys, doors, lighting scheme, and other details affecting the exterior appearance of the proposed improvement.
- Landscaping Plan: Show location, size, species, quantity, spacing, and quality of all plant material, protection of existing vegetation and other landscaping details. Minimum plan scale to be 1"= 60'-0"
- Other: Provide such other information, data and drawings as may be reasonably requested, including, without limitation, drainage, lighting, hurricane shutters, screening, lawn ornaments and other features.

Appendix I:

Acknowledgement of Receipt of DRC Booklet

I. RESIDENT:

_____ acknowledges receipt of the Wildcat Run Community Association (WRCA) Rules and Design Review Requirements dated _____, 2008. I agree to read the document and abide by its terms.

Name

Address

Date

II. CONTRACTOR:

_____, representing _____, a contractor engaged in either the construction of a new residence or renovation of an existing residence, in Wildcat Run located at _____ acknowledges receipt of the WRCA Rules and Design Review Requirements dated _____, 2008. I agree to read the document and abide by its terms. I further accept responsibility to the WRCA that said terms will be adhered to by all subcontractors we utilize at the site.

Name

Address

Date