

Effective date: 17 November 2014

Limited Clearing and Bush Hogging Checklist

SUBMITTAL FOR LOT_____VILLAGE______OWNER _____

A limited amount of bush-hogging is allowed for access to a lot independent of actual house construction with the written approval of the ARC, subject, however, to the following limitations according to Article V.C (4):

- No more than one entrance may be cut onto the property, with such opening not to exceed 12 feet in width
- A minimum 25-foot border of existing undisturbed vegetation along all road frontages except for the one entrance allowed above, and a minimum 15-foot border of existing undisturbed vegetation along adjacent property lines must be maintained
- No trees greater than 3 inches in diameter may be cut
- No more than 20% of the total area of the Lot may be mowed
- On bay front properties, mowing must not encroach on or disturb or damage the 50 foot Critical Habitat Zone
- No alteration shall be made to existing topography.

1.	SGPOA Application for ARC approval: Completed and signed by the owner(s) and the contractor	
2.	SGPOA Performance Deposit Agreement: Completed and signed by the owner(s)	
3.	Performance Deposit: Payable to SGPOA (see Fee Schedule)	
4.	Site Plan: Proposed clearing site(s) on Boundary Survey. Survey by surveyor licensed to	

4. Site Plan: Proposed clearing site(s) on Boundary Survey. Survey by surveyor licensed to practice in the State of FL identifying current easements and all setbacks, major vegetation/plant massing, plus all trees three inches or greater in diameter

ARC will review design for compliance with SGPOA Covenants and Design Guide. Once the ARC approves the Application an Approval Letter will be sent to the Owner.



EMERGENCY YES/NO

SGPOA Application for ARC Approval

Owner Contact Information*

Owner(s) name	Project Address		
Owner(s) name	Lot/Village		
Mailing address	City		State/Zip
Email	Phone		Mobile

Contractor Contact Information*

Company Name		Contact				
Mailing address		Email				
City/State/Zip		Phone		Mobile		
*Required						
Ancillary Structure(s) Type of Work - Check all that apply						
Gazebo/Pergola			Detached Carport			
Detached Garage			Other			
Demolition of Existing Structure						
Fill - if Other is selected include details						

Fill	Sand	Lime rock	#57 Rock	Oyster Shells	Other	Total
Number of cubic yards						

Landscaping

Please see the following websites for additional information: <u>http://www.swfwmd.state.fl.us/publications/files/FFL_Plant_Selection_Guide.pdf</u> and <u>http://fvn.ifas.ufl.edu</u> Please note: Plants listed in the most current edition of The Exotic Pest Plant Council's List of Florida's Most Invasive Species and the List of Florida Prohibited Aquatic Plants (F.S. 369.25) are prohibited in the Plantation.

<u>Major</u> Pool, Spa, Pool Fencing Driveway: aprons/pavers/changes Retaining wall(s) Lighting	Terrace(s) Elevated Deck Walk(s) \$1000 in total project	
<u>Minor</u> Irrigation Well Removing fewer than 5 trees Adding small shrubs	Less than \$1000 total project Adding low ground cover ROW revitalization	

Limited Clearing/Bush Hogging



SGPOA Application for ARC Approval

Minor Remodel

Conditioned space less than 300 ft ² Non-conditioned walled space (enclose porch, storage) Roof change (material/color) Siding change (material/color) Other Painting (new color)	Exterior addition of screen enclosure(s) Exterior addition of mechanical enclosures Hot Tub Exterior addition of porch, deck, railing, stairs Enclose garbage receptacle	
Storm Shutter(s) - Solar Panel(s)		
Storm Shutter(s)	Solar Panel(s)	
☐ <u>Waste Treatment System</u> Replacing Waste Treatment System	Replacing Drain field (complete Fill section above)	
☐ <u>Water Front Structure</u> Dock Pier Boatlift	Breakwater/Revetment Boardwalk Dune Walkover	

Pursuant to the Amendment and Restatement of the St. George Plantation Owners' Association, Inc. Protective Covenants ("Covenants") and Design Guide of St. George Plantation Owners' Association, Inc. ("Design Guide"), the Owner and Contractor acknowledge that all construction, alteration or addition of any kind, other than interior alterations not affecting the external appearance of a structure, on the Property requires prior written approval. We hereby request the approval of the preceding.

Contractor acknowledges that he/she is responsible for the acts of all employees, subcontractors, and their agents and employees, and other persons performing work on the Property while they are on St. George Plantation.

Owner and Contractor acknowledge they have received copies of and agree to comply with the restrictions and conditions of the Covenants and Design Guide regarding rules and regulations governing construction on the Property. Construction shall be completed in accordance with the final approved plans, which are incorporated by reference and will be made a part of this application.

Owner(s)*		Contractor		
Signature	Date	Signature	Date	
Print Name		Print Name		

*All persons or entities shown as owners on the recorded deed must execute this document. Use another sheet if more lines are needed. Alternatively, this document shall be executed by the person authorized to act on the behalf of the record owners pursuant to the "Assignment of Agent", as submitted to the Association.

In accordance with St. George Plantation Design Guide, "Construction must be commenced within twelve (12) months after final written approval of the application and must be completed within eighteen (18) months after commencement of the project."

For Office Use Only	Date		Date
Application Fee	\$	Approval By ARC	
Performance Deposit Fee	\$	P.D. Return	
		Final inspection accepted by ARC	

1712 MAGNOLIA ROAD, ST. GEORGE ISLAND, FL 32328 • (850)927-2312 • FAX (850)927-3039 www.stgeorgeplantation.com



Effective date: 17 November 2014 TION, INC.

ST. GEORGE PLANTATION OWNERS' ASSOCIATION, INC. PERFORMANCE DEPOSIT AGREEMENT

This Performance Deposit Agreement ("Agreement") is made this ___ day of _____, 20__, by and between St. George Plantation Owners' Association, Inc. ("Association") and _____ ("Owner").

WHEREAS, the Association has the duty to maintain development standards and protect property values in St. George Plantation and has the authority pursuant to Amendment and Restatement of the St. George Plantation Owners' Association, Inc. Protective Covenants ("Covenants") and Design Guide of St. George Plantation Owners' Association, Inc. ("Design Guide"), as amended from time to time, to require financial assurance for construction projects in order to carry out this duty; and

WHEREAS, Owner is the owner of property described as:

Lot # Village House # and Street Name WHEREAS, this Agreement is required in order to assure the Association and the owners within the St. George Plantation that violations of Covenants and Design Guide by owners and contractors, and the construction and development of properties in ways that deviate from plans approved by the Association will not occur, or in the alternative, provide a remedy for same which may occur; and

WHEREAS, the execution of this Agreement is a condition of application for approval of construction on the property described above, as provided by the Covenants and Design Guide.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

- 1. Owner provide deliver the Association the of shall and to sum Dollars (\$) as a Performance Deposit for the . The Performance Deposit shall be held in a nondated insert project name here interest bearing account in the name of the Association for the term of this Agreement.
- 2. The term of this Agreement shall expire on the earlier of three years from the date hereof or issuance of Written Notification of Compliance to the Owner in accordance with the Covenants. Construction must be commenced within twelve (12) months after final written ARC approval of the application and must be completed within eighteen (18) months after commencement of the project.
- 3. Owner shall comply with all provisions of the Covenants, Design Guide, other restrictions and rules, and approved plans for his or her lot. Owner shall complete the construction work in accordance with the final approved plans. All changes to the approved plans must be submitted for approval, along with revised plans and must be approved prior to site changes. Owner shall be responsible for violations of same by himself or herself and all of his or her contractors, sub-contractors, employees and associates. Failure of the Owner to comply with said provisions shall, after notice and an opportunity for hearing, within the time designated by the ARC, cause a forfeiture of all or part of the Performance Deposit in the amount required by the Association to remedy the violation(s).
- 4. Additional funds shall be required by the ARC to supplement the initial Performance Deposit upon the occurrence of a violation or violations by an Owner or those for whom he or she is responsible

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which may require that all or part of the initial Performance Deposit be withdrawn to remedy the violation(s). The full amount of the required Performance Deposit must be maintained with the Association at all times during the term of this Agreement. Failure of the Owner to deposit the required additional funds within ten (10) days after the request therefore will justify issuance by the ARC of a stop work order on the construction project.

- 5. Owner shall notify the ARC, in writing, when the construction project is complete and request an inspection of the property. Any amount of the Performance Deposit which is not used shall be returned to the Owner depositing same; provided, however, the Association shall deduct from said Performance Deposit prior to its return all monetary obligations due to the Association which remain unpaid at the time of such return.
- 6. The Performance Deposit, less deductions, if any, shall be returned to the Owner within thirty (30) days after the issuance of the Written Notification of Compliance by the ARC and presentation to the ARC of a copy of the Franklin County Certificate of Occupancy in the event of new construction, major addition or major renovation. Return of the Performance Deposit shall be made payable to the Owner depositing same. If, after a period of two years, reasonable efforts to contact the appropriate owner thereof having failed, the Performance Deposit shall be declared unreturnable by the ARC and such determination shall be immediately reported to the Board of Directors of the Association. Upon concurring determination by the Board of Directors that the Performance Deposit is unreturnable, it shall be transferred to the General Operating Funds of the St. George Plantation Owners' Association, Inc.
- 7. The remedies, penalties and/or fines provided for in this agreement are in addition to any other remedies, penalties and/or fines provided to the ARC and Association under Covenants and Florida law.

Executed by the parties hereto effective on the date first written above.

Witnesses:	Owner(s)*
Witnesses:	St. George Plantation Owners' Association, Inc.
	By: Title:

*All persons or entities shown as owners on the recorded deed must execute this document. Use another sheet if more lines are needed. Alternatively, this document shall be executed by the person authorized to act on the behalf of the record owners pursuant to the "Assignment of Agent", as submitted to the Association.

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