Design Code

October 1, 2004  
Revised June 27, 2014

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In order to continue to provide a quality environment for its residents, the Destin Pointe Design Review Board must make changes to the Design Code from time to time. The Destin Pointe Design Code dated October 1, 2004, revised August 20, 2010, June 22, 2011, and June 27, 2014 contains revisions that benefit a growing neighborhood while retaining the spirit and vision of the development.

*The Destin Pointe Design Review Board*
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INTRODUCTION

The design and planning of Destin Pointe is based on age-old principles derived from pre-automobile and pre-air-conditioning communities. Destin Pointe incorporates the necessary ingredients to provide and nurture the qualities of a sense of neighborhood and community -- qualities that have been proven successful over hundreds of years of experience -- the commons, recreation, a walking environment, sidewalks, and the opportunity for neighbors to interact with neighbors.

These guidelines have been established to guide the growth of Destin Pointe in accordance with the vision of the development to provide a quality environment for its residents. The architecture of Destin Pointe is intended to respect the traditions of the region – the Gulf of Mexico and Caribbean Basin. It is architecture of spacious porches, high ceilings, ceiling fans, shutters, and ample windows that open allowing cross ventilation and provide natural lighting. It is an architecture that is friendly to the street, respectful to the neighbors, and relates as part of an ensemble to contribute to the overall ambience of Destin Pointe.

The property owner shall be responsible for contacting the Design Review Board (DRB) office to determine the time and dates of the DRB meetings and cutoff dates for submission of applications. Application forms may be found in the Appendix of the Design Code or obtained from the DRB office.

The DRB and the Destin Pointe Owners' Association, Inc. have the right to revise this DESIGN CODE from time to time as it determines necessary or desirable. Property owners who purchased their lot before January 1, 1999 will be responsible for compliance with the DESIGN CODE in effect at the time they purchased the property. Property owners who purchased their lot after January 1, 1999 will be responsible for compliance with the DESIGN CODE in effect at the submission of plans for final review. This also applies to lots that are resold after January 1, 1999.

The Design Review Board is responsible for administering the DESIGN CODE. The DRB shall have an administrator responsible for coordination between the DRB and the property owner and the owner's architect. It is not the intent of the DRB to make arbitrary and subjective value judgments, nor to discourage creativity, but to insure that all construction is in compliance with the design standards and to insure compatibility with the overall concept, character, and design quality to the community.

The goal of the DRB is to review and process all applications fairly. Applications shall be approved or denied based upon compliance with the provisions of the DESIGN CODE and considerations regarding the quality of materials, harmony of the design with the spirit of the development, as well as purely aesthetic considerations, which in the sole opinion of the DRB will affect the overall concept and the intent of the development.

This Design Code applies only to residential lots. The common buildings & facilities of Destin Pointe are not required to adhere to the design code.
1. NEIGHBORHOOD DESIGN GUIDELINES

1.1 General

Lots are referenced by “Type” throughout this code. See Exhibit 1 for lot type identification.

Certain drainage easements exist in the neighborhood and are a matter of public record. Owner, architect, and contractor shall review said easements prior to any design or construction in these areas.

Final approval of plans expires after one (1) year. After that time, plans must be resubmitted to the DRB for final review.

The same house design may not be built more than once without approved exterior modification.

Stock plans are acceptable, as long as the owner conducts a complete review of the plans with an architect prior to submission to the DRB. The owner must also have the ability to modify the plans based upon DRB review.

1.2 Definitions

Advisory Base Flood Elevation (ABFE) – see Base Flood Elevation (BFE).

Balconies – Any outdoor space, covered or uncovered, which projects from the main body of the structure.

Base Flood Elevation (BFE) – As set by FEMA and as adopted by the City of Destin or the DEP, supercedes any height requirements outlined in the Destin Pointe Design Code. It is the requirement of the applicant to verify current BFE or ABFE code requirements in regards to the height of the house.

Bedrooms – For the purpose of calculating off street parking requirements, rooms such as a study, den, library, etc., shall be considered a bedroom if it has an adjoining or is adjacent to a bathroom.

Decks – Platforms without walls or roof structure.

DEP – Department of Environmental Protection, formerly the DNR and DER.

DRB – Destin Pointe Design Review Board.

Fill – Maximum fill is 1’ above the crown of the road measured from the front of the house.

Garden Structures – Carports, pavilions, gazebos, arbors, and similar structures no more than one story in height.

Grade –

Existing Grade – Ground level of the site before any disturbance or fill.
**Finished Grade** – Ground level after fill is added and is smooth; can be horizontal or sloping. A topographic survey of the lot showing existing grade and variances in the grade is required with every submittal to the DRB. This survey should include the adjoining street, the crown of the street, and the edge of the street where it abuts the lot.

For Lands End Drive, the elevation from the crown of the road cannot exceed the average height of the closest adjacent houses, as measured from the crown of the road.

**Outbuildings** – Secondary structures such as garages and guest houses, and all secondary two story structures.

**Patios** – Hard surfaced areas without walls or roof structure.

**Porches/Galleries/Verandahs** – A covered outdoor area attached to a house.

**Primary Residence** – The primary dwelling structure on a lot.

**Stories** – Conditioned living floors; does not include ground floor parking level. As per Section 1.5.

**Terraces** – An upper level outdoor living area without a roof.

**Towers** – Small rooms, porches, or decks, which protrude above the maximum height allowed for a residence.

**Swimming Pools** – Any swimming pool or spa regardless of size.

1.3 **Building Setbacks**

There will be no setback variances granted. All setbacks shall be measured from the property line to the exterior wall of a structure. Roofs are permitted to overhang the required setback a maximum of 3'-0".

All chimneys and bay windows are considered part of the house structure and are not permitted to protrude into the required setback.

On all lot types except **Lot Type I**, the primary residence must be located on the front setback as indicated herein. This setback is not a minimum, it is actual.

On all lots except **Lot Type I, II, and III**, balconies located above the first level may project into the 12 foot side setback a maximum of 2 feet, and into the 10 foot side setback on corner lots a maximum of 2 feet.

On **Lot Type I**, the primary residence may be located on the rear (Gulf-front) setback line. When this option is selected, the front (street side) must be addressed with an outbuilding or a garden structure located on the front required setback line. (Lots number 157, 158, and 159 are exempt from this requirement due to narrow width of lot). When a one-car garage is constructed, the garage opening may face the street. When a two car garage is constructed, the garage opening may not face the street, unless it is recessed a minimum of 6 feet from the face of the structure. When a two-story outbuilding is constructed on the required setback, it must have a street-facing porch or balcony a minimum of 100 square feet. When a garden structure is constructed to satisfy
this requirement, it must be a minimum of 100 square feet and have a deck to allow seating. This must have a roof or an open pergola roof structure.

**LOT TYPES** are indicated on Exhibit 1 herein. **Setback requirements** for the primary residence are shown on Exhibit 3 herein.

### LOT TYPE I

<table>
<thead>
<tr>
<th></th>
<th>FRONT</th>
<th>SIDE</th>
<th>REAR</th>
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</thead>
<tbody>
<tr>
<td>Primary Residence</td>
<td>20'min</td>
<td>8**</td>
<td>0**</td>
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<tr>
<td>Outbuildings</td>
<td>20'min</td>
<td>8'</td>
<td>0**</td>
</tr>
<tr>
<td>Garden Structures</td>
<td>20'min</td>
<td>3'</td>
<td>0**</td>
</tr>
<tr>
<td>Decks</td>
<td>30'min</td>
<td>3***</td>
<td>3'</td>
</tr>
<tr>
<td>Patios</td>
<td>30'min</td>
<td>3'</td>
<td>3'</td>
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*Note: The DEP imposes a 60% shore parallel (maximum width of a house shall not exceed 60% of the width of the lot) on some **Type I** lots. It is the responsibility of the property owner to ensure compliance with DEP requirements. **Lots 157 through 159 side setbacks are 6’.**

**Note: The South setback shall be the Seaward Building Line as defined by the DEP and delineated in the Developer Agreement. This information will be provided by the DRB.**

***Note: Decks are not permitted in the side setback requirements except for the deck connecting the residence to the dune walkover, which shall be a maximum of 100 square feet.

### LOT TYPE II

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<tr>
<td>Primary Residence</td>
<td>20'- 24'</td>
<td>5'&amp;12'*</td>
<td>3'</td>
</tr>
<tr>
<td>Towers</td>
<td>30'</td>
<td>5'&amp;12'</td>
<td>15'</td>
</tr>
<tr>
<td>Outbuildings</td>
<td>24' min</td>
<td>5'</td>
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<tr>
<td>Patios</td>
<td>20'</td>
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<tr>
<td>Swimming Pools</td>
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<td>4***</td>
<td>4***</td>
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</tbody>
</table>

*Note: Except on lots 144 through 146, which shall have 5’ setbacks on each side.

**Note: City of Destin setbacks are 4 feet to waters edge from property line and 3 feet from waters edge to the building.

### LOT TYPE III

<table>
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<td>20'-24''</td>
<td>5'&amp;12'**</td>
<td>3'</td>
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<tr>
<td>Towers</td>
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<tr>
<td>Outbuildings</td>
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<td>Decks</td>
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<td>3'</td>
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</tr>
<tr>
<td>Patios</td>
<td>20'min</td>
<td>3'</td>
<td>--</td>
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*Note: Special consideration will be given as to varying the front (road) setback on smaller homes to allow them to be sited nearer the lakefront.
**Note: Except on lots 86 through 92, which shall have 6' setbacks on each side.

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<td>5' &amp; 10''</td>
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<tr>
<td>Towers</td>
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<td>5' &amp; 12'</td>
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<td></td>
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<td>5' &amp; 10''</td>
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<td>Patios</td>
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<td>Swimming Pools</td>
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<td>4'''</td>
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*Note: On corner lots, the side setback facing the side street shall be 10'.

**Note: Lots 64 through 73

**Note: City of Destin setbacks are 4 feet to waters edge from property line and 3 feet to waters edge from the building.

<table>
<thead>
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<td>5'&amp;12'</td>
<td>10'</td>
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<tr>
<td>Towers</td>
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<td>5’&amp;12’</td>
<td>25'</td>
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<tr>
<td>Outbuildings</td>
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<td>5'</td>
<td>10'</td>
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<tr>
<td>Garden Structures</td>
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<td>3'</td>
<td>3'</td>
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<tr>
<td>Decks</td>
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<td>3'</td>
<td>3'</td>
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<tr>
<td>Patios</td>
<td>30'min</td>
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<tr>
<td>Swimming Pools</td>
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<td>4''</td>
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*Note: City of Destin setbacks are 4 feet to waters edge from property line and 3 feet to waters edge from the building.

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<td>5'&amp;12'</td>
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<td>Towers</td>
<td>30'min</td>
<td>5’&amp;12’</td>
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<tr>
<td>Outbuildings</td>
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<td>0'</td>
<td>0'</td>
</tr>
<tr>
<td>Swimming Pools</td>
<td>30'min</td>
<td>4''</td>
<td>4''</td>
</tr>
</tbody>
</table>

*Note: City of Destin setbacks are 4 feet to waters edge from property line and 3 feet to waters edge from the building.

1.4 Building Heights

Building heights of all structures shall be measured as illustrated on the referenced Exhibits 2 below. (Height restrictions must also comply with the City of Destin restrictions).
The DRB requires you contact the City of Destin Community Planning Department, the Department of Environmental Protection, and the Federal Emergency Management Agency for any recent changes to governmental elevation requirements, before submitting plans for Preliminary Review.

The maximum fill allowed on any lot is one (1) foot above the crown of the road measured from the front of the house.

For Lands End Drive, the elevation from the crown of the road cannot exceed the average height of the closest adjacent houses, as measured from the crown of the road.

**Lot Type I**  (Lots 147 through 159)

<table>
<thead>
<tr>
<th></th>
<th>Max. Height</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary Residence</td>
<td>see Exhibit 2 A</td>
</tr>
<tr>
<td>Outbuildings</td>
<td>see Exhibit 2 E</td>
</tr>
<tr>
<td>Garden Structures</td>
<td>16’ (from finished grade)</td>
</tr>
</tbody>
</table>

Primary residences shall have a minimum 9’-6” floor-to-ceiling height at the first living level and 8’-0” at the second as measured from the finished floor to the finished ceiling.

**Lot Type II**  (Lots 136 through 146)

<table>
<thead>
<tr>
<th></th>
<th>Max. Height</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary Residence</td>
<td>see Exhibit 2 B</td>
</tr>
<tr>
<td>Towers</td>
<td>see Exhibit 2 B</td>
</tr>
<tr>
<td>Outbuildings</td>
<td>see Exhibit 2 E</td>
</tr>
<tr>
<td>Garden Structures</td>
<td>16’ (from finished grade)</td>
</tr>
</tbody>
</table>

Primary residences shall have a minimum 9’-6” floor-to-ceiling height at the first living level and 8’-0” at the second as measured from the finished floor to the finished ceiling.

**Lot Type III**  (Lots 74 through 92)

<table>
<thead>
<tr>
<th></th>
<th>Max. Height</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary Residence</td>
<td>see Exhibit 2 F</td>
</tr>
<tr>
<td>Towers</td>
<td>Not Permitted</td>
</tr>
<tr>
<td>Outbuildings</td>
<td>Not Permitted</td>
</tr>
<tr>
<td>Garden Structures</td>
<td>16’ (from finished grade)</td>
</tr>
</tbody>
</table>

Primary residences shall have a minimum 9’-6” floor-to-ceiling height at the first living level and 8’-0” at the second as measured from the finished floor to the finished ceiling.

**Lot Type IV**  (Lots 38 through 73)

<table>
<thead>
<tr>
<th></th>
<th>Max. Height</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary Residence</td>
<td>see Exhibit 2 C</td>
</tr>
<tr>
<td>Towers</td>
<td>see Exhibit 2 C</td>
</tr>
<tr>
<td>Outbuildings</td>
<td>see Exhibit 2 E</td>
</tr>
<tr>
<td>Garden Structures</td>
<td>16’ (from finished grade)</td>
</tr>
</tbody>
</table>
Primary residences shall have a minimum 9’-6” floor-to-ceiling height at the first living level and 8’-0” at the second as measured from the finished floor to the finished ceiling.

**Lot Type V  (Lots 22 through 37)**

The maximum heights are as follows:

<table>
<thead>
<tr>
<th>Structure</th>
<th>Max. Height</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary Residence</td>
<td>see Exhibit 2 D</td>
</tr>
<tr>
<td>Towers</td>
<td>see Exhibit 2 D</td>
</tr>
<tr>
<td>Outbuildings</td>
<td>see Exhibit 2 E</td>
</tr>
<tr>
<td>Garden Structures</td>
<td>16’ (from finished grade)</td>
</tr>
</tbody>
</table>

Residential structures shall have a minimum 9’-6” floor-to-ceiling height at the first living level and 8’-0” at the second as measured from the finished floor to the finished ceiling.

**Lot Type VI  (Lots 1 through 21)**

The maximum heights are as follows:

<table>
<thead>
<tr>
<th>Structure</th>
<th>Max. Height</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary Residence</td>
<td>see Exhibit 2 D</td>
</tr>
<tr>
<td>Towers</td>
<td>see Exhibit 2 D</td>
</tr>
<tr>
<td>Outbuildings</td>
<td>see Exhibit 2 E</td>
</tr>
<tr>
<td>Garden Structures</td>
<td>16’ (from finished grade)</td>
</tr>
</tbody>
</table>

Primary residences shall have a minimum 9’-6” floor-to-ceiling height at the first living level and 8’-0” at the second as measured from finished floor to the finished ceiling.

### 1.5 Parking

Three off-street parking places per dwelling unit (primary residence) shall be provided on each lot, with one additional space for each bedroom over three.

Outbuildings shall have one parking space for each bedroom with a minimum of one space. For all lots, except **Type III** the lot shall be allowed one driveway from the street with a maximum fence cut of 50 % of the width of the front (street) property line or a maximum of 25 feet wide; but in no case will the fence cut be allowed to exceed 25 feet. Corner lots are included in this requirement that only one driveway is allowed.

Parking surfaces located in the front yard setback (or side yard for corner lots) shall be a maximum of 25 feet wide (including the driveway).

Driveways for lots located on Melrose Circle shall be located on the adjacent street and not the circle.

Parking shall be allowed in the front setback of **Type III** lots if no parking ramp is provided underneath. This area must be heavily landscaped and will be approved on a case by case basis by the Design Review Board. For all lots with paved parking surfaces within property lines, the area between the paved parking surface and the street edge shall be heavily landscaped.

(Elevations for parking slab must also comply with the City of Destin requirements.)
1.6 Fences

Fences must be constructed upon completion of the residence according to the specifications set forth below.

Residential lot owners must provide continuous fences along property lines abutting streets and common areas. Fences are permitted along all property lines except on rear property lines of Gulf-front and Lake-front lots. **Type V Lots** (Lake Caroline) may have a rear fence 3' off the property line. The area between this fence and the property line must be heavily landscaped and maintained. Landscape plans are subject to DRB approval.

Adjoining fences must be of a compatible design with adjoining lots.

Fences shall be located 18” off the front property line; fences shall be located on the side property lines; and fences shall be located on the rear property line, with no part of the fence protruding beyond the property line (exception Lot 38).

All fences located in front of public utility structures on owners lot, must allow for access to the utility structure. This may be accomplished with a gate or removable hinged section of fence and must be approved by the DRB.

Fences shall be 3'-0" high above grade at the street property line and along the side property line for a distance of 30’. Beyond 30’ to the rear property line and on the rear property line, fences may be 4’-0” high. (Exception, **Lot Type VI**: On **Lot Type VI**, in order to create rear courtyards, solid walls constructed of reinforced concrete block masonry with a smooth stucco finish, 6’-8” high, must be constructed from the common rear perimeter wall along both side property lines for a minimum distance of 40 feet, the maximum not to exceed 50’. Refer to Exhibit 19 of Graphic Design Code for construction details).

Rear fences on **Lot Type IV**, shall be measured a minimum of 4’ above grade and a maximum height of 4’ above crown of the road.

Fences shall be constructed of wood or synthetic pickets, or stucco piers with metal railings, or wood or synthetic pickets. Fences using wood or synthetic pickets shall have a transparency factor between 25% and 60% when 2” x 2” pickets are used, and between 20% and 40% when flat pickets are used. All synthetic materials must be submitted to DRB for prior approval.

Solid aluminum picket fences are allowed. Maximum distance between pickets shall be no more than 4 inches. Fence design is subject to DRB approval. Aluminum fences shall be painted the Destin Pointe approved standard white; see Section 2.18.

Picket Fences shall conform to the requirements as described in the Graphic Design Code, **Exhibit 18**.

Stucco piers shall be a minimum of 18” wide by 12” deep and a maximum of 18” square, located no closer than 8’ apart. The maximum height of the piers shall be 3’-8” above grade and the height of the railing shall be between 3’ 0” and 3’ 6” above grade. For stucco and railing fences, a stucco wall, a maximum of 18” high, may be constructed under the railing between the piers. A 2’ 0” high masonry and stucco fence may be constructed in lieu of the fences described above, provided that 18” x 18” piers are constructed at each end of the fence, including all openings.
All wood fences shall be painted the Destin Pointe approved standard white as listed in Section 2.18 herein. The stucco portion of stucco and railing fences shall be painted white and the railings shall be painted white. An all stucco and masonry fence shall be painted the Destin Pointe approved standard white as listed in Section 2.18 herein.

Fabric sand fencing will not be allowed once the house is complete.

Substitute fence materials may be considered for approval by the DRB. Applicant must submit samples and manufacturers’ literature of any proposed substitute for consideration by the DRB.

1.7 Outbuildings

When the ground floor of an outbuilding is used as living space and not a garage, the minimum ground floor elevation shall be 18” above finished grade.

Overhead connections (raised walkways) between outbuildings and the primary residential structure are prohibited.

Outbuildings are subject to a maximum total area as follows:

Maximum Site Coverage: 450 square feet (Excluding Porches)  
560 Square Feet (Including Porches)

Exterior, unenclosed, and uncovered stairs to the second level of an outbuilding are not considered part of the area when calculating the Maximum Site Coverage.

1.8 Swimming Pools

Swimming pools are not allowed on Lot Type III. No swimming pool can be located above wetlands and must not have any negative impact on said wetlands. On lots where swimming pools are permitted, the surrounding area must be heavily landscaped to create a sense of privacy.

Hot tubs and spas, regardless of size, are considered to be swimming pools.

Prefabricated swimming pool enclosures are prohibited.
2. ARCHITECTURAL GUIDELINES

2.1 General

2.2 Building Materials (Exterior Finishes)

Three types of exterior building materials are permitted and are described below:

Type I: Wood

Horizontally applied boards (beveled or drop siding) and wooden shingles.

Horizontally applied tongue-and-groove boards are allowed only on the front facade wall under porches or within pediments or panels.

Plywood, diagonal siding, vinyl siding, and metal siding are not permitted. Vinyl or metal soffits are not permitted. Plywood soffits are permitted provided that the joints have battens, and battens are spaced no greater than 48” on center. Details must be included on construction documents.

Columns and balustrades on wooden houses shall be constructed of wood. (see Exhibit 8 and Section 2.9)

Type II: Cementitious Board

Horizontally applied cementitious board and shake/woodgrain shingles.

Type III: Stucco

Stucco is allowed over wood frame or masonry construction.

Stucco finishes shall be of a smooth, trowel-applied sand finish. Textured finishes will be considered; heavily swirled or other heavily textured patterns are prohibited. Field-applied sample to be approved prior to completion.

All nails and screws exposed to the weather shall be marine grade stainless steel.

Trex® or an equivalent synthetic material may be used on exterior, exposed (not covered by roofs) stair treads only, not stair risers. It may also be used on exterior, exposed decks. It may not be used on galleries or porches. All other uses must be approved by the DRB.

Substitute materials may be considered for approval by the DRB. Applicant must submit samples and manufacturer’s literature of any proposed substitute for consideration by the DRB.

2.3 Roofs

All roofs shall have a minimum pitch of 5” in 12” and a maximum pitch of 10” in 12”.

Roofing materials allowed are sheet metal, metal shingles, cementitious shingles, natural slate, concrete tile, and barrel tile. All metal roofs must carry a written twenty-year warranty against rust.

Where tile is utilized, all of the tile must be the same with a consistent color throughout (value).
Asphalt and fiberglass shingles are not permitted.

All roofing materials and colors shall be approved by the DRB. In the spirit of a beach community, it is highly recommended that roofs be of a light color.

Flat roofs are allowed only when the roof is used as a deck, is surrounded by a balustrade, and is accessible from an adjacent enclosed space.

Gutters are not recommended but are sometimes necessary. When utilized, they will be of appropriate material, shape, and color that is in keeping with the architectural style of the residence. Any addition of gutters to an existing home must be approved by the DRB.

Roofs shall conform to the requirements as described in the Graphic Design Code, Exhibit 5.A and 5.B.

2.4 Windows

Wooden windows with vinyl or aluminum exterior cladding are permitted. All-vinyl windows and all-aluminum windows are not permitted. Trocal™ casement windows: vinyl coated steel window combined with an all wood frame, interior mounted casement-type plantation shutter, may be used as an alternative window with prior approval from the Design Review Board.

The DRB recommends that each facade of a residence have a minimum of two fenestrations (windows or doors) at each level with the exception of towers, which shall have a minimum of one fenestration.

The DRB recommends that eighty percent of windows be operable.

Jalousie windows are not permitted. All-aluminum windows are not permitted.

White windows are permitted. All other colors must be approved by the DRB.

Decorative accent windows will be reviewed and considered by the DRB on a case-by-case basis and may or may not be approved.

Windows shall conform to the requirements as described in the Graphic Design Code, Exhibit 6. The window frame and sash must be either vertical or square in proportion.

2.5 Doors

In keeping with the neighborhood design, wooden doors are recommended. Wooden doors with vinyl or aluminum exterior cladding are permitted. Doors made of vinyl or aluminum are not permitted. Fiberglass doors may be used as an alternate with prior DRB approval.

All exterior doorways on the first floor living level, front facade of the house shall be a minimum height of 8'-0". When transoms above doors are used, 6'-8" doors may be used provided the height of the door and transom is at least 8'-0".

The DRB recommends that the front entry door face the street and the main entrance be visible from the street.

Flush-faced doors are not permitted. Wood, Aluminum-Clad, and Vinyl-Clad sliding glass doors are permitted except on any facade facing a street, except when they are used as a window opening and not as access to an exterior space such as porches, balconies, terraces, decks, or patios.
When ground floor space within the building footprint is utilized for parking or storage, garage doors or screening are required. Parking spaces shall be located such that they do not cross, straddle or impede the closure of the garage door.

Garage doors should be both functional and attractive, i.e. windows, molding, etc., and must be approved by the DRB.

2.6 Glazing

Highly reflective, mirror glass is not permitted. Double insulated glass is encouraged.

Windows shall be in compliance with applicable State and local building codes.

2.7 Towers

Towers are permitted as indicated in Section 1.3, Building Setbacks and Section 1.4, Building Heights.

Towers are subject to the following restrictions, in order to minimize effect on view corridors:

- Maximum Enclosed Area (Excluding Porches): 200 SF
- Maximum Area Including Open Balconies or Decks: 300 SF

The maximum dimension of enclosed space in balconies or decks shall in no case exceed 25’.

2.8 Porches

Porches are required on the front facade (the facade facing the primary street) of all houses. Side porches are allowed in lieu of front porches upon approval of the DRB. Wrap around porches, especially on corner lots, are encouraged.

The minimum size of the required front (street-side) porch shall be 8’ 5 feet deep x 12 feet wide. The DRB recommends that whenever a house has double loaded porches (a second floor porch located above a lower porch), that the building facades under the porches be aligned.

All porches are allowed to be screened provided they are constructed of wood. Metal section screened porches and prefabricated swimming pool enclosures are prohibited.

**Type I** lots shall have porches on the Gulf side of the house in addition to the street front porch requirement. Gulf-front porches shall be a minimum of 8’ deep by 16’ wide. Street front porches on Gulf-front houses shall be a minimum of 8’5 feet deep x12 feet wide.

**Type II, Type III, and Type V** lots (Lake-front lots) shall have porches on the lake side of the house in addition to the street front porch requirement. Lake-front porches shall be a minimum of 8’ deep by 16’ wide, and street front porches shall be a minimum of 8-5 feet deep x12 feet wide. On lots **Type VI** (Courtyard lots), a 2nd story balcony, a minimum size of 4’x12’ may be used in lieu of the 8’x12’ front porch requirement.

Porches shall conform to the requirements as described in the Graphic Design Code, Exhibits 7 and 10B.

Porches must be designed so that they do not negatively affect the view corridors of other lot owners.
One front (street-side) porch, either first or second floor porch will be allowed to be partially enclosed. The owner may choose which porch is enclosed. Porch enclosure is limited to a maximum of 50% of the width of the porch. Porch enclosure must coordinate with the existing porch columns on the level of enclosure as well as the columns on the porch above and/or below. The enclosure must be designed in such a way that the exterior walls are set back from outside face of columns so that columns are still visually defined. No enclosed area is allowed on the lakeside porches.

Corner Lots – Corner lot homes will be allowed to propose one street front as the front façade of their home design. The owner’s preferred front façade must be clarified in the preliminary review drawing submittal provided to the DRB by the owner and the owner’s architect. The DRB must accept the proposed front façade. Once the front façade location is established, the non-front street(s) will be considered as the side of the home. The design of the side street façade will not be required to have street front porches but the quality of the design must be given consideration as it will still be a visible element. The side street elevation will be reviewed by the DRB for visual impact consideration. The established front façade must comply with the front porch requirements set forth within the design code.

2.9 Balustrades

Balustrades shall be vertical and conform to the requirements as described in the Graphic Design Code, Exhibit 8. All other designs shall be submitted to the DRB for evaluation.

Balustrades shall be constructed of aluminum or wood. Other materials must be submitted to the DRB for approval. No hollow aluminum elements smaller than ¾” may be used. Aluminum balustrades shall be constructed using welded joints and stainless steel fasteners where attached to floors, walls or columns & posts. It is strongly recommended that aluminum balustrades utilize epoxy paint or other marine grade paint to prevent corrosion from the salt environment.

Balustrades designs shall be in keeping with the style of the architecture of the residence. Where utilized, balustrades shall be consistent in design throughout the exterior of the residence (i.e. exterior stairs, balconies, porches, etc.)

2.10 Columns

All columns will be reviewed for appropriateness to the overall design concept by the DRB. In general, columns should conform to the requirements as described in the Graphic Design Code, Exhibit 9.A, 9.B, and 9.C, but all will be reviewed on their own merits as variances from these standards is allowed.

2.11 Alignment

Alignment of architectural components shall conform to the requirements as described in the Graphic Design Code, Exhibit 10.A and 10.B.

2.12 Entablatures

Entablatures shall conform to the requirements as described in the Graphic Design Code, Exhibit 11.

2.13 Appendages

Appendages shall conform to the requirements as described in the Graphic Design Code, Exhibit 12.

2.14 Dormers
The DRB recommends that dormers conform to the requirements as described in the Graphic Design Code, Exhibit 13. Individual cases may be submitted to the DRB for determination of blocking the view corridors of other lot owners.

2.15 **Latticework**

Where latticework is utilized to screen the underside of a structure, the latticework must be constructed in panels with a 1" x 4" or 2"x 4" frame. Latticework must be privacy grade, constructed of wood with the spacing between the lattice no greater than the lattice, or as dictated by City Codes. See Exhibit 14.

Latticework shall conform to the requirements as described in the Graphic Design Code, Exhibit 14.

2.16 **Decks/Patios**

The maximum height of decks shall be 1' 0" above grade and shall be a maximum of 200 square feet in area. (Exception: on lots Type III, decks may project beyond the rear facade of the house a maximum of 10' and shall be a maximum of 200' in area. These decks must conform to Destin Pointe Design Code standard. Finished top of rear deck shall be no more than 14 feet above sea level.). In addition, a deck for circulation a maximum of 4' wide will be allowed on the sides of the house.

The maximum height of patios shall be 18" above grade.

2.17 **Shutters**

Exterior shutters are encouraged but not mandatory. When used, exterior shutters shall be of the swing or Bahama type and of sufficient size to completely cover the door or window opening when closed and must comply with current hurricane ratings and insurance requirements. Shutters must be able to be secured in both an open and closed position. Shutters must be constructed either metal reinforced fiberglass or a rot resistant wood. Material other than fiberglass or wood must be approved by the DRB.

The DRB recommends that shutters be used on all windows with the following exceptions:

1) where they are protected by a porch, 2) when windows are comprised of art glass, or 3) when they are located in a tower.

2.18 **Colors**

The exterior color scheme should fit in with the overall design concept of Destin Pointe. Exterior colors should be in the lighter “pastel” color range. All color schemes are required to be approved by the DRB. A resident may repaint their home without submitting as long as the color scheme is not changed from what was originally approved. If a new color scheme is desired it must be submitted for approval by the DRB.

In the spirit of a beach community, it is highly recommended that roofs be of a light color.

2.19 **Exterior Lighting**

Exterior lighting must not be intrusive to adjacent properties or common areas.
Every house must have lighting on the front porch, with a maximum wattage of 75 watts. A maximum of two front porch lights, whereby the source of light is seen, will be allowed. All additional lighting shall be indirect lighting.

Beachfront houses or houses with lighting visible from the beach, must comply with city and state “turtle lighting” regulations.

Landscape lighting must be direct task fixtures, and shall be located as close to grade as practical. A landscape light fixture must be located directly inside of the fence on both sides of and adjacent to the front entry gate. All wiring must be placed underground.

2.20 Utilities

All utilities shall be placed below grade and concealed from view.

2.21 Electrical and Mechanical Equipment

All exterior electrical and mechanical equipment, including but not limited to transformers, air conditioning compressors, pool equipment, meters, etc., shall be concealed from view by either walls of the same material and color as the building, latticework screening, or opaque landscaping.

Air conditioning compressors shall be located a minimum of 15 feet to the rear of the front most part of the house, and a minimum of 25 feet inland from the facade of the house on Gulf-front lots. Window air conditioning units of any kind are not allowed in any primary residence, outbuildings or garages.

Mechanicals on platforms must comply with the City of Destin’s Base-Flood-Elevation code requirements.

2.22 Garbage and Trash Containers

Garbage and refuse shall be placed in containers such that they are inaccessible to animals. Containers shall be stored inside the garage or in a walled enclosure, a minimum of 3'-0" high, located on the side of the primary structure. The design of the enclosure shall be compatible with the design of the house.

2.23 Mailboxes

The development will provide a central mail pick up facility. Therefore, individual mailboxes are not allowed.

2.24 Antennas

Antennas, radio receivers or similar devices are prohibited. The DRB will allow maximum 18” satellite dishes. The DRB will have final approval of placement of dishes.

2.25 Play Equipment

All play structures (such as swings and basketball goals) are subject to approval by the DRB.

2.26 Signage
The only Signage allowed on residential lots will be Construction signs which identify the contractor, designers, and lenders of the project, and “For Sale” and Rentals signs, as permitted by the DRB. All signs must be submitted to the DRB for approval.

Construction signs shall be limited in size to 9 square feet and shall be no higher than 4’ above grade. They shall be allowed only during construction and shall be promptly removed upon completion of the project.

For Sale signs shall be of rectangular shape, no larger than 18” vertical by 24” horizontal; background color shall be Destin Pointe Green (PMS color code 625C) with a 1” wide border in white along the outer edge. All text and logos shall be white. For Sale signs shall be located on the front fence adjacent to the pedestrian opening and must be removed the day after closing.

Rental signs shall be of rectangular shape measuring 16” vertical by 10” horizontal; background color shall be white with a ¼” wide border in Destin Pointe Green (PMS color code 625C) which shall be inset ½” from the outer edge. All text and logos shall be Destin Pointe Green (PMS color code 625C). Rental signs shall be located on the right side of the property fence.

See attached “Signage Requirements.”

2.27 House Numbers

House numbers (and names where desired) must be located on the house as required by the City and in compliance with the development standard as illustrated on Exhibit 16. House numbers must be located on the front fence, one foot to the left or right or in the center of the front entrance gate. The DRB requires at minimum the house number and house name on each sign. In addition, family member’s names, city and state of owners may also be included if desired.

Owners are strongly encouraged to name their houses. Ceramic tile numbers may be used along with the required sign on the front fence or front gate.

House numbers and names shall conform to the requirements as described in the Graphic Design Code, Exhibit 16.

2.28 Awnings

Awnings of fabric and soft synthetic materials are permitted. A sample of the material and color of any proposed awning must be submitted to the DRB for approval. Metal awnings are not permitted.

2.29 Solar Energy

Solar equipment is permitted only upon approval of the DRB.

2.30 Piling

Pilings that are exposed to view must be enclosed in an aesthetically pleasing manner. Pilings may be enclosed with wood, concrete, or stucco.

On Type III Lots, skirting is required on all structures with exposed pilings. Skirting must be brought down to the level allowed by the Department of Environmental Protection (6’ above wetland).
Destin Pointe Owners' Association, Inc.
"For Sale" Signage Requirements

24" Wide

Center Background in Destin Pointe Green (PMS 625C) with Text and Real Estate Sales Company Logo (if used) in White

1" White Border

Not to Scale
Destin Pointe Owners' Association, Inc.
"For Rent" Signage Requirements

10" Wide

1/2" White Border

1/4" Destin Pointe Green (PMS 625C) Border

Center Background in White with Text and Rental Company Logo (if used) in Destin Pointe Green (PMS 625C)

1/2" White Border

1/2" White Border

16" Tall

Not to Scale
3. LANDSCAPING GUIDELINES

3.1 General

It is the intent of the DESIGN CODE to insure that the natural features of the landscape be retained as much as possible and that all new landscaping foster a harmonious relationship between the natural and the manmade environment. The intent is to limit the palate by using native/drought tolerant plant material, for a more natural community environment.

A landscape plan must be submitted to the DRB for approval as required in Section 4.0. All landscaping must be completed within 30 days after completion of the residence.

Please see “A Landscape Code for Destin Pointe.”

3.2 Grading

Refer to Section 1.2 Definitions of Fill, Grade, and Finished Grade.

Maximum amount of added fill shall be no more than one (1) foot above the crown of the road, measured from the front of the house. Any amount over one (1) foot must be approved by the Design Review Board. Materials and debris resulting from clearing and grubbing operations shall be removed from the site property. Grading operations shall not adversely affect adjacent properties. Finish grading shall be such that the washing of water onto adjacent properties is kept to a minimum. Newly graded areas shall be protected against erosion at all times.

Owner shall honor all existing drainage easements (see Section 1.1).

3.3 Existing Vegetation

Construction shall be located sympathetic to existing vegetation so as to retain as much of the existing vegetation as is practical. Existing vegetation may be cleared to a maximum of 4 feet beyond the edge of the building unless approved by the DRB as part of the landscape plan. No vegetation shall be removed or destroyed on any lot prior to DRB approval of the final landscape plans and specifications.

Certain vegetation existing on Lake Christina lots (Lot Types II & III) is protected by law.

Please see “A Landscape Code for Destin Pointe.”

3.4 New Planting

When planning and preparing the landscape plan, it is recommended that plants native to the locale be utilized to insure healthy growth, low maintenance, and hardiness, and drought tolerance.

The landscape plan shall consist of a minimum of 10 palm trees with one third of the trees to be between 3 to 5 feet in trunk height and the rest to be a minimum of 10 feet in trunk height.

NOTE: Lot Type I & II (lots 136 through 159) shall not have any plant material higher than 14 feet above the crown of the road in the side setbacks, so that view corridors affecting other lot owners are not negatively impacted.
Lot Type VI (lots 1 through 21) owners are encouraged to plant palm trees behind the rear courtyard wall to help screen their property from the street and residences.

The homeowner is required to plant on his property the following:

a. Twenty (20) Trees – type(s) to be selected from the Approved Plant List below.
b. Forty (40) Shrubs – type(s) to be selected from the Approved Plant List below.

(A minimum of three different types shall be selected). **All palm trees shall be planted upright and shall not slant or lean.**

The landscape plan must indicate the type and size of shrubs and trees. Due to high water requirement, turf grass must be approved on an individual basis.

*The planting plan must have a **plant table** identifying quantities, categories, & species of all proposed planting.*

*All lake front lots shall be looked at as a special condition and evaluated on an individual basis.*

Please see “A Landscape Code for Destin Pointe.”

3.5 **Irrigation**

All homesite irrigation must utilize reclaimed water. An irrigation plan shall be made a part of the landscape plan and must be approved by the Destin Pointe Design Review Board. Said irrigation plan must incorporate bubbler, drip, and/or micro spray heads. “Pop up” head(s) will only be allowed in turf grass areas; provided that said “pop up” head(s) are all placed on one (1) zone that is separate from all other zones.

Each lot owner is responsible for irrigation and sod planting in stormwater swale in front of lot facing street.

Please see “A Landscape Code for Destin Pointe.”

3.6 **Approved and Recommended Plant List**

**Trees/minimum size:**
- Sand Pine (Pinus Clausa) (10’)
- Japanese Black Pine (Pinus Thunbergiana) (7 gal)
- Southern Wax Myrtle (Myrica Cerifera) (6’ – 8’)
- Yaupon Holly (Ilex Vomitoria)
- Sand Live Oak (Queras Geminata)
- Southern Red Cedar (Juniperus Sillicicola)

**Palms/minimum size:**
- Cabbage Palm (Sabal Palmetto) (10’)
- Canary Island Date Palm (Phoenix Canariensis) (6’ – 8’)
- Pindo Palm (6’ – 8’)
- European Fan Palms (Chamaerops Humilis) (6’ – 8’)
- Sago Palm (Cycas Revoluta)
- Saw Palmetto (Serenoa Repens)
**Shrubs/minimum size:**
- Ginger (3 gal)
- Indian Hawthorne (Raphiolepis Indica) (3 gal)
- Pittosporum (Pittosporum Tobira) (3 gal) (limit use due to scale)
- Oleander (3 gal)
- Ligustrum (Ligustrum Japonicum) (3 gal)
- Bottlebrush (Callistemon spp)
- Rosemary (Ceratiola Ericoides)
- Yucca (Yucca spp)

**Vines:**
- Creeping Fig (Ficus Pumila)
- Confederate Jasmine (Trachelospermum Jasminoides)
- Beach Morning Glory (Ipomoea Stolonifera)

**Groundcover:**
- Beach Sunflower (Helianthus Debilis)
- Daylily (Hemerocallis spp)
- Lantana (Lantana spp)
- Liriope (Liriope spp)

**Grasses:**
- Pampas Grass (Cortaderia Selloana)
- Sea Oats (Uniola Paniculata)
- Beach Panic Grass (Panicum Amarum)
- Saltmeadow Cordgrass (Spartina Patens)
- Fountain Grass

Please see “A Landscape Code for Destin Pointe.”

(\textbf{Be advised Type I Lots} are affected by the Dune Enhancement Plan. A copy of this plan is available at the \textbf{DRB} office upon request.)
4. APPROVAL PROCESS

4.1 General

All houses constructed at Destin Pointe must be designed by, and all construction documents stamped by a licensed architect and constructed by a licensed contractor. The DRB maintains the right to disapprove of an architect or contractor at their discretion. The architect and contractor will also be responsible for signing a form upon completion of the project certifying that the house has been constructed in accordance with the approved construction documents.

The property owner shall be responsible for contacting the Design Review Board (DRB) office to determine the time and dates of the DRB meetings and the cutoff dates for submission of applications. Application forms may be found in the Appendix of the Design Code or obtained from the DRB office.

In addition to the requirements of the DESIGN CODE, the owner is responsible for making sure that the construction conforms to all Federal, State, County, and Local codes, ordinances, and regulations.

4.2 Design Review Board

The Design Review Board (DRB) is the vehicle for maintaining adherence to the DESIGN CODE. The DRB is a committee appointed by the Board of Directors of the Destin Pointe Owners' Association, Inc. The DRB shall have an administrator responsible for the coordination between the DRB and the property owner and the owner's architect. It is not the intent of the DRB to make arbitrary and subjective value judgments, nor to discourage creativity, but to insure that all construction is in compliance with the design standards and to insure compatibility with the overall concept, character, and design quality of the community. The goal of the DRB is to review and process all applications fairly and to evaluate their compatibility with the DESIGN CODE.

Applications shall be approved or denied based upon compliance with the provision of the DESIGN CODE. The Design Review Board may also consider the quality of materials, harmony of the design with the spirit of the development, as well as purely aesthetic considerations, which in the sole opinion of the DRB will affect the overall concept and intent of the development.

The DRB assumes no responsibility for structural adequacy, soil erosion, soil conditions, or compliance with Federal, State, County, or Local codes, ordinances, and regulations.

See attached “Operating Guidelines.”

4.3 Process and Scheduling

The property owner should follow the steps described below:

2. Select your architect.
3. If presenting a Conceptual Plan prior to the Preliminary Review, fill out the appropriate Application form and submit along with the required Administration fee. (see FEES 4.6).
4. Submit the Preliminary Application with all required documents and materials along with the required Administration fee (if not already paid in #3).
5. After receiving and integrating into your plans any Design Review Board changes, submit the Application for Final Review with all required documents and materials.

6. Select your contractor.

7. Prior to any clearing or construction, a licensed surveyor must stake all house corners on your property.

8. The Destin Pointe Design Review Board must approve all changes and modifications to the plans if said changes or modifications fall within the parameters of the Destin Pointe Design Code.

IMPORTANT: Any materials to be submitted for review must be received by the Design Review Board Administrator a minimum of 14 days prior to the scheduled Design Review Board meeting. There will be no exceptions to this cut-off date; anything received after the cut-off date will be reviewed at the following Design Review Board meeting.

4.4 Preliminary Review Requirements

(Note: Prior to the Preliminary Review submittal as described below, the Owner and his Architect may submit a conceptual plan to the DRB for comment. This submittal should consist of floor plans, exterior elevations, and general notes indicating building materials, heights, and overall character of the residence.

Three (3) complete sets of the following material shall be submitted to the DRB for review plus a complete set of plans submitted electronically. These materials will be reviewed for adherence to the DESIGN CODE and for overall character and design quality. The submission must be accompanied by an Application Form, which may be found in the Appendix of the Design Code or obtained from the DRB office, and the Administration fee.

If any of the information as described below is not submitted with the application for review, the plans will not be reviewed and a request will be sent to the applicant for the missing materials. When all of the materials are submitted, the plans will be reviewed.

1. Certified topographic and boundary survey in 1 foot intervals, showing site features and existing vegetation, and identifying all trees over 2 inch caliper measured at 2 feet above natural grade.

2. Preliminary site plan with north arrow and scale, showing building placement, required setbacks, actual setbacks, walks, drives, patios, fences, pools, existing vegetation to be removed, A/C compressor screening, schematic drainage, spot elevations, preliminary grading, and landscaping plan.

3. Preliminary floor plans and roof plan with area tabulation for each floor including towers, and dimensions of all porches.

4. Preliminary elevations indicating doors, windows, balustrades, proposed exterior materials, floor heights, and overall building heights.*

5. Landscaping plan indicating existing vegetation to remain and proposed landscaping

*The DRB requires you contact the City of Destin Community Planning Development, the Department of Environmental Protection, and the Federal Emergency Management Agency for any recent changes to governmental elevation requirements, before submitting plans for Preliminary Review.
Following review of this submission, the **DRB** will render one of the following decisions:

1. Approve the submission so that it may proceed to Final Review.
2. Return the submission to the owner with recommendations for modifications.
3. Disapprove the submission, with an explanation of the reasons for disapproval.

The **DRB** shall have **30** calendar days in which to review and respond to submissions for preliminary review. If the Preliminary Review Submission is returned for modifications, the **DRB** shall have the discretion to allow the process to proceed to final review providing the modifications are made, or to require another preliminary review. If the submission is disapproved, another Preliminary Review shall be required, and the process shall be repeated.

### 4.5 Final Review Requirements

Upon approval of the Preliminary Review by the **DRB**, the property owner shall submit a complete set of the final construction documents for all improvements to the **DRB** for review and final approval. An Application Form and an Architect's Affidavit, which may be found in the Appendix of the Design Code or obtained from the **DRB** office, must accompany the submission. These documents must be submitted at the size and scale required by the City of Destin and shall include the following:

If any of the information as described below is **not** submitted with the application for review, the plans **will not be reviewed** and a request will be sent to the applicant for the missing materials. **Three (3) complete sets of the following material shall be submitted to the **DRB** for review plus a complete set of plans submitted electronically.** When all of the materials are submitted, the plans will be reviewed.

1. Site plan with north arrow and scale, indicating property lines, utilities, easements, required setbacks, actual setbacks, topography, vegetation, location of all proposed structures including house, outbuildings, garage, carport, decks, patios, pools, fences, walks, drives, terracing, mechanical equipment, garbage container storage area, existing grades, proposed grades, spot elevations, contours, finished floor elevations, roof overhangs, and proposed tree removal and site clearing.
2. Fence design and detail.
3. Exterior Elevations indicating exterior materials, roof pitch, first floor elevation, second floor elevation, and building heights, including height to middle of roof from grade, and highest point of roof from grade, including towers.
4. Building Sections of typical wall, porches, bay windows, and details of all balustrades and exterior stairs. The **DRB** may request detail sections of any atypical building condition as necessary to ensure character and compatibility of materials and design.
5. Roof Plan.
6. Construction Specifications to include all exterior materials and components such as doors and windows, siding, porch flooring, roofing materials, and all exterior light fixtures.
7. Exterior Color Selections with color samples if other than approved colors.
8. Landscaping Plan indicating existing vegetation to remain, proposed new vegetation identified by botanical name, common name, size, and quantity and specifications on landscape lighting.

The DRB shall have 30 calendar days in which to review and respond to submissions for final approval.

Following review of the Final Review submission, the DRB will render one of the following decisions:

1. Approve the submission so that the project may proceed to construction.
2. Return the submission to the owner with recommendations for modifications.
3. Disapprove the submission with an explanation of the reasons for disapproval.

If the submission is returned with recommendations for modifications or disapproved, another Final Review shall be required and the process repeated.

4.6 Fees

An administrative fee of $3,000 will be charged for the review and approval process. Checks should be included with the Preliminary Review Application and should be made payable to Destin Pointe Owners’ Association, Inc.

4.7 Variances

Variances may 1) respond to a proven physical hardship (and not architectural merit); and 2) only be granted with the approval of the Design Review Board and the Destin Pointe Owners’ Association, Inc. Board.

4.8 Modifications to Approved Plans

If modifications are made after the plans have been approved, the proposed revisions must be submitted to the DRB for prior approval.

Proposed revisions or additions to an existing structure are subject to the same review process and submissions as new construction projects. Additional fees may be required to cover the cost of administration.

4.9 Government Approval

Following the final approval of the DRB, the property owner may submit approved construction documents to the City, Holiday Isle Improvement Association, and any other agencies as required for review, approval, and building permits. Any changes required by any governmental agency must be submitted to the DRB for review and approval.

Upon approval by the DRB, a Permit to Commence Construction shall be submitted to the Contractor from the DRB, subject to the approval of all governing agencies. Approval by the DRB in no way implies governmental or regulatory approval of any nature.
Design Review Board

Operating Guidelines

The Destin Pointe Board of Directors (DPOA Board) shall adopt procedures for the Design Review Board (DRB) operations, including:

a. All DRB operations shall conform to the Design Code and applicable Association Documents.

b. The DPOA Board shall appoint DRB members in accordance with the Declaration and By-laws of DPOA.

c. The DRB/DPOA shall contract with a consulting Architect.

d. The DRB/DPOA shall contract with an Administrator. The DRB may contract with the DPOA Management Company to perform the Administrator duties described herein.

e. The DRB Board shall include 7 voting members and shall include:
   i. A consulting Architect (with no vote; recommendations/consulting position only)
   ii. A DRB Administrator (no vote)
   iii. Seven owners appointed at large
   iv. The DRB shall appoint a Chairperson from the existing DRB members
      (1) Only one family member shall serve on the DRB during each term
      (2) Only one property owner (if multiple owners) shall serve on the DRB during each term

e. Board member’s terms shall be staggered to encourage continuity in decision-making, as follows:
   i. The terms shall be 3 years for all Board members and staggered with 2 members’ terms ending one year, 2 members’ terms ending the next year, and the final 3 members’ terms ending the following year, with all expiring on July 1st of each year
   ii. A member may serve for 2 terms or 6 years
   iii. The DRB will solicit volunteers for expiring terms by announcing the vacancy to the DPOA membership; a request will be made in writing to the DRB for consideration for the open positions; the candidate(s) may submit personal biographical information
   iv. All candidates will be presented to the DPOA Board for appointments
   v. The appointments will be made at the next regularly scheduled DPOA Board meeting after July 1st of each year
   vi. A vacancy on the DRB shall be filled by appointment by the DPOA Board to serve the remainder of the existing term
vii. The consulting architecture firm will negotiate an annual agreement with the DRB to provide required services; this agreement shall include a termination clause mutually agreeable to the Architect and the DRB.

g. Fees and costs of operation shall be funded by a combination of:

i. A $3,000 review fee, per submittal property; this shall include 4 submittals: conceptual, preliminary, final, and one additional review.

ii. A $1,000 fee (or a $500 minor-renovation fee) will be charged for exterior renovations of existing homes; the definition of these two types will be at the discretion of the DRB and depend on the amount of time required to review and comment.

iii. The DRB, at its discretion, has the ability to charge additional fees as necessary for lengthy or extended reviews, and has the right to refuse to review plans with continued violations of the Code.

Fees shall be required as an integral part of the initial submittal process, with no review to occur prior to receipt of fees. Costs of the operation of the DRB shall be funded by these fees, plus an amount specified in the DPOA budget, if required.

h. Destin Pointe Owners’ Association, Inc. shall support the administration of the operation of the DRB by providing:

i. The requisite Design Codes and forms.

ii. Accounting and check writing for receipt and disbursal of all DRB fees from the Association to applicable parties.

iii. A venue for meetings.

iv. Historical information as to the process from prior years.

v. Storage of all files and related materials.

i. DRB Board meeting procedures:

i. Meet as necessary, depending upon required workload.

ii. All communication between the applicant and the DRB shall be in writing.

iii. All submittals shall initially be submitted to the Administrator, who will forward to the Architect.

iv. All submittals must be received by the Administrator at least 14 days prior to the meeting in order to be included on the meeting agenda.

v. The Administrator shall distribute submittals to members by mail or personal delivery, including agenda and required documentation 10 days prior to the meeting.

vi. Architect shall review submittals based upon a master checklist addressing all applicable Design Code requirements.

vii. Board members shall receive the checklist and recommendations from Architect at least two business days prior to each Board meeting.

viii. All DRB decisions must conform to the Design Code.
ix. The DRB Administrator shall keep notes for each DRB meeting, shall distribute minutes to all DRB members (no later than 14 days after each meeting), and shall respond to all applicants’ submittals in writing; after DRB members have reviewed the draft minutes and any changes or corrections have been made, the minutes shall also be forwarded in draft-form to the DPOA Board for review.

x. All final approvals are subject to Architect's receipt of all applicable documents and construction agreements from applicant.

xi. A copy of all DRB files, plans, documents, construction agreements, and all other communication shall be filed in the Association Office and shall be available to any and all Destin Pointe homeowners.

xii. All DRB meetings shall remain open, thereby allowing any Destin Pointe homeowner to attend.

j. If an applicant desires to appeal any decision of the DRB, they shall have the right to appeal said decision to the DPOA Board, which can override the DRB decision by a majority vote.

k. Any changes to the Code shall require a majority vote of both (1) the DRB and (2) the DPOA Board.

l. The DRB and DPOA Board shall establish policy and procedures for observation and inspections of (a) properties under construction to establish conformity to the Codes, and (b) all Destin Pointe structure’s conformance to the Design Code. These inspection checklists shall be used to review all projects. The inspections shall be completed by the Administrator with the support of the Architect.
5. CONSTRUCTION REGULATIONS

5.1 Property Owner/Contractor Responsibilities

The property owner and contractor shall be responsible for complying with all of the rules and regulations of all governing agencies as well as this **DESIGN CODE**.

The contractor must submit a certificate of insurance to the **DRB** certifying Workmen's Compensation coverage as required by law, Commercial General Liability coverage with minimum limits of no less than $500,000 per occurrence, $1,000,000 in the aggregate.

The property owner must file a construction schedule with the **DRB**, indicating the construction commencement date and the construction completion date. The property owner will be required to sign a Contractor Agreement with the **DRB** before commencing work. A copy of the Construction Agreement may be found in the Appendix of the Design Code or obtained from the DRB office. **Execution of this agreement will be required before any construction can begin. Please understand that no exceptions will be made, and no changes to the agreement will be accepted.** The owner/contractor’s failure to comply with any of the rules and regulations as described herein, or failure to require compliance by any his employees or subcontractors, or the lapse of any of the insurance requirements will, result in the suspension of building privileges within Destin Pointe.

5.2 Construction Regulations

The property owner is responsible for the behavior and actions of the contractor and subcontractors who perform work on his project while they are in Destin Pointe.

**Nuisances:** Necessary precautions must be taken so as not to create undue noise and radios, tape players, etc. must be kept at reasonable sound levels so as not to disturb others outside the construction site. No profanity, cat calls, or unnecessary noise will be tolerated. No animals are permitted on the construction site. Workers may dress casually but may not wear clothing with obscene or otherwise offensive messages.

To avoid undue disturbance to Destin Pointe residents and guests, construction is allowed only between the hours of 7:30 am to 5:30 pm, Monday through Friday, and 9:00 am to 5:00 pm on Saturdays. Construction is prohibited on Sundays and the following holidays: New Year’s Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day. If any of these holidays are observed on the preceding or following Monday, there will be no construction on that day. Exceptions will be made only with written permission from the Destin Pointe Design Review Board.

**Parking:** Vehicles shall be allowed to park on one side of the street adjacent to the home under construction. All roadways must be kept open for passage of through traffic. Where absolutely necessary, attended trucks may use the street while loading and unloading only. No vehicle may be parked overnight. Management has the authority to direct contractors to move vehicles if they block the street or are a nuisance to owners or guests.

**Trailers & Signs:** No trailers or temporary buildings are permitted unless approved by the Destin Pointe Design Review Board. Property owner will not erect, or permit his contractor to erect, any signage of any type except as provided by the Destin Pointe Design Code and specifically approved by the Destin Pointe Design Review Board.

**Common Areas:** The owner will be responsible for any damage to streets, curbs, sidewalks, or other infrastructure caused by contractor, his employees or subs or suppliers such as cement trucks. Any such damage will be repaired by the property owner or his designee at his expense.
Clean Construction Site: The construction site must be clean and maintained at all times. Building material shall be kept within the property lines and shall be stored in a neat and orderly fashion. If construction is suspended for more than thirty days, all stored building materials shall be removed until construction is resumed.

Trash containers must be furnished and the premises kept free from accumulation of waste materials at all times. Any hazardous waste will be properly and promptly removed.

All paper and debris will be picked up each day before leaving the site. Food garbage (lunch remains including cans) cannot be mixed with construction debris, but must be kept in appropriate containers and removed at least weekly.

Trash shall not be allowed outside of the designated trash and scrap area. At completion of the work, all remaining waste materials shall be disposed of legally, and tools, construction equipment, machinery, and surplus material shall be removed from the site. Dumping or burning is not allowed.

If site is not cleaned within three days after written notice, the Destin Pointe Design Review Board may clean the site at the owner’s expense, in addition to any fines or other penalties provided in Section 11 of this Agreement.

Neighboring Property: The property owner is responsible for making sure that work activity on the job site does not encroach on adjacent property. Contractors may not use a neighboring property for access or store materials on adjacent property except by written permission of the adjacent lot owner.

Tree Protection: Erosion Control. Necessary precautions shall be taken to protect existing vegetation and to comply with all erosion control methods established by the Destin Pointe Design Review Board from time to time. Protection of existing trees is extremely important in Destin Pointe. Due care will be used in removing trees permitted to be removed, and an approved frame will be built and maintained around any trees required by the Destin Pointe Design Review Board to be preserved. No trees will be cut, removed, or willfully damaged unless approved by the Destin Pointe Design Review Board. If owner/contractor does not comply with this rule, in addition to the fines and other penalties provided in Section 11 of the Construction Agreement, he may be required to (a) plant a tree of the same species and comparable size, and (b) pay a fine which, depending on the size and species of the tree, may exceed $5,000.

5.3 Construction Commencement

The Owner/Contractor may not commence construction until building permits have been received from the DRB, the City of Destin, the Holiday Isle Improvement Association, and all other governing agencies as required. The DRB will issue a permit only after Design Review Approval and receipt of copies of all other required permits.

5.4 Inspections

The Owner shall provide the DRB with a foundation survey upon completion of the foundation. Construction may not continue until the foundation is approved. The DRB will have 14 calendar days from the receipt of the survey to respond.

The DRB shall have the right to make periodic inspections of the property during the construction phase and shall have broad discretionary powers regarding the correction of any non-complying construction.

The contractor shall notify the DRB when the project is complete, including all landscaping. The DRB shall inspect the project for final approval and upon approval will issue a certificate of final approval to the property Owner.

5.5 Administration & Compliance

See attached "Administration & Compliance".
Progressive Management of America, Inc. (PMA) agrees to act as Administrator for the Destin Pointe Design Review Board (DRB). The on-site manager and corporate office staff will comply with all duties as described in the Design Code and the Operating Guidelines, under the direction of Michael G. Kent, who will also act as liaison to the DRB.

The Administrator will ensure that all agreements, affidavits, and inspections as described in the Design Code are completed for every project approved by the DRB.

During construction, the design architect will visit the site six (6) times to review compliance with the plans approved by the DRB (see page 2). A checklist (see page 3) will be used by the Administrator and staff to gauge compliance during and after construction. Routine weekly visits to the job site will take place to insure compliance with simple things and to also insure that the contractor is respecting Destin Pointe rules, governing site management, starting times, vehicle parking, garbage removal, etc. While contractors will be informed of Destin Pointe’s regulations governing job site operation, the property owner is ultimately responsible for compliance with the Community’s codes and regulations. These review activities may also be carried out by the on-site manager. Variances from the Design Code or approved plans will be brought to the attention of the DRB immediately and will cause the compliance process outlined in the steps below to take place:

Compliance

It is imperative that all regulations and policies of Destin Pointe be fairly, equitably, and consistently enforced, including Design Code standards. Compliance and enforcement of all community policies are the responsibility of the Destin Pointe Owners’ Association, Inc. (DPOA) Board of Directors. It would therefore be appropriate for PMA, as the DPOA contract manager, to be responsible for Design Code compliance based upon recommendations of the DRB and under the authority of the DPOA Board. Compliance enforcement will be carried out as described below for all Design Code violations and authorized by the DPOA Board:

1. A certified letter will be sent to the owner describing the violation and what must be corrected. Copies will be sent to the DRB, the DPOA Board, and the owner’s contractor and architect.

2. If the violation has not been corrected by the prescribed time, the case will be turned over to the Board attorney who will issue a second demand letter indicating that if the violation is not corrected by a specified time, formal legal action will be filed against the owner. Copies will be sent to the DRB and the DPOA Board.

3. If the violation is still not corrected, formal legal action will be taken against the owner.
Inspections shall be conducted after completion of:

___ Building Survey
___ Pilings
___ Dry-In
___ Rough Electrical/Plumbing/HVAC
___ Trim/Exterior Finishes
___ Landscaping
Weekly Inspection Checklist

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<thead>
<tr>
<th>Reference Number</th>
<th>Comments/Violations</th>
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<td>1.</td>
<td>Site Cleanliness: ________________________________</td>
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<td>2.</td>
<td>Proper Signage: ______________________________________</td>
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<td>3.</td>
<td>No Trailers or Temporary Structures: __________________________</td>
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<td>4.</td>
<td>Damage to Common Areas: ________________________________</td>
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<td>5.</td>
<td>Permits Posted: _________________________________________</td>
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<td>6.</td>
<td>Tree Protection/Erosion Control: __________________________</td>
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<td>7.</td>
<td>Nuisances – Music, Animals, Noise, Etc.: _____________________</td>
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<td>8.</td>
<td>Adherence to Work Hours: ________________________________</td>
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<td>9.</td>
<td>Vehicle Parking: _______________________________________</td>
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<td>10.</td>
<td>Encroachment on Adjacent Lots: ___________________________</td>
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Lot # _______ Owner _____________________________ Contractor _____________________________
6. MAINTENANCE STANDARDS – PRIVATE PROPERTY MAINTENANCE

6.1 Administration & Compliance

Destin Pointe is governed by a document of Covenants & Restrictions that was recorded as a part of the original development. It is provided to every owner upon purchase of property, either land or land with dwellings. This document covers the initial development (commonly referred to as Phase I), as well as Parcel B (commonly referred to as Phase II, recorded as a part of Destin Pointe as one single lot).

This document governs all actions that can be taken by the Home Owners Association and its Board of Directors (Destin Pointe Owners’ Association, Inc.), as well as the Destin Pointe Design Review Board (DRB).

POLICY

Exterior Maintenance protocols are covered in Section 4, Exterior Maintenance, pages 1035-1036, Covenants & Restrictions Document (attached).

Section 4 deals with three specific areas:

1. Private property landscaping and grounds
2. Private property dwellings
3. Community property owned by the Association

In all cases, a simple standard is provided along with a process that outlines a method for compliance to be taken by the Association if the responsible private owner does not take appropriate action. As written “The Association through action of the Board of Directors taken by not less than two thirds (2/3) favorable vote of such Board, may provide exterior maintenance upon all Lots for all or any of the following: paint, repair, replacement or care of roofs, exterior building surfaces and fences; for landscaping, trees, shrubs, grass, walls, drives, drainage facilities, other exterior improvements and sewer and water lines.” Work done on behalf of a private owner if said owner refuses to comply after written notice, will be billed to the owner. “All expenses of the Association for work shall be a lien and a special assessment shall be levied against the Lot on which the work was done and shall be the personal obligation of all Owners of the Lot, their successors and assigns, jointly and severally.”

Private Property, Landscaping and Grounds

Lots and landscaping are to be kept in good repair. Grass, weeds, shrubs, and trees should be maintained, cut and trimmed as necessary. No debris shall accumulate on private property. Dead material is to be removed, re-sodded or planted as required. Damage caused by fire or other destruction including hurricanes requires “the owner of that Lot shall immediately proceed to remove the resulting debris and rebuild and restore the improvements to the condition existing immediately prior to such damage or destruction, unless plans are approved by the Association.”
Private Property, Dwellings

All dwellings shall be maintained in good condition. It is expected as provided in the Covenants & Restrictions that painted surfaces including siding, railings, shutters and lattice work will be maintained with a reasonable frequency to avoid excessive peeling and lack of mold growth. Roofs will be in good repair. Fences shall be kept in condition to avoid missing pickets or excessive peeling of paint. Improvements on Lots with damage caused by fire or other destruction including hurricanes requires the owner of that Lot to immediately proceed to remove the resulting debris and rebuild and restore the improvements to the condition existing immediately prior to such damage or destruction, unless plans are approved by the Association.

Community Property Owned by the Association

“The Association shall at all times maintain the entrance to and all perimeter boundaries of, The Properties, including any landscaping, fence, wall or similar structure of improvements that may be placed or constructed by the Developer or Association in a pleasing and attractive manner. Specifically, the exterior of any fence, wall or similar structure or improvement facing Gulf Shore Drive shall be maintained in a similar manner to the Common Areas and Community property located within the Property, and shall not be permitted to fall into disrepair.”

ADMINISTRATION AND COMPLIANCE

It is imperative that all regulations and policies of Destin Pointe be fairly, equitably, and consistently enforced including maintenance standards. Compliance and enforcement of all community and private property regulations are the responsibility of the Destin Pointe Owners’ Association, Inc. (DPOA) Board of Directors. This will be done through the oversight of the DRB and the designated Administrator (Property Manager).

The Property Manager is designated with the responsibility to survey the property for compliance with our exterior maintenance standards.

An exterior inspection will be done twice yearly, (once in April/May and once in October/November), resulting in a visual survey of each lot noting any areas needing attention. This will be reported to the DRB in writing. The survey will include inspection of:

1. Structure integrity (walls, roofs, drives, sidewalks, out buildings, enclosures of any kind)
2. A condition of mold accumulation or painted surface degradation
3. Condition of fence integrity and painted surfaces, as well as mold accumulation
4. Health of turf surfaces and landscaping, noting any dead material or excessive growth that might obstruct the view corridors of neighboring properties
5. Accumulation of debris on vacant lots; normal debris, not related to hurricanes, will be handled in the course of normal property maintenance as a courtesy
Upon review by the DRB and acceptance of the items noted in the survey, compliance with neighborhood standards will be initiated.

1. The owner of said property will be notified of the survey and resulting findings by written letter to their last known legal address. Said owner will be requested to voluntarily fix compliance issues as outlined. In the case of fence repairs and upkeep they will be given the option of having the Property Manager arrange for the work to be done on their behalf and billed to their Association quarterly statement.

2. If work is not done after 45 days, the owner will be notified by certified letter to their last known legal address that their property is in violation of Destin Pointe Covenants & Restrictions. They will be requested to take immediate action to comply. The letter will state that failure to comply can result in the Association doing work on their behalf. “All expenses of the Association for work shall be a lien and a special assessment shall be levied against the Lot on which the work was done and shall be the personal obligation of all Owners of the Lot, their successors and assigns, jointly and severally.”

3. Failure of voluntary compliance by a Lot Owner after the written notices to the property owners as described in step 1 and 2 will be reported to both the DRB and DPOA. At that time the DPOA must decide what action will be taken. As written “The Association through action of the Board of Directors taken by not less than two thirds (2/3) favorable vote of such Board” may then proceed to have work done per item 2 above. The Board also has the authority to instruct the Board Attorney to take legal action against the owner.

Once again it is important to note that all regulations and policies of Destin Pointe be fairly, equitably, and consistently enforced including maintenance standards. Compliance and enforcement of all community and private property regulations are the responsibility of the Destin Pointe Owners’ Association, Inc. (DPOA) Board of Directors. These actions preserve the rights of all property owners. It is imperative that all regulations and policies of Destin Pointe be fairly, equitably, and consistently enforced including maintenance standards. Compliance and enforcement of all community and private property regulations are the responsibility of the Destin Pointe Owners’ Association, Inc. (DPOA) Board of Directors.
claim of lien, which mortgage encumbers a Lot) to any institutional lender and which is now or hereafter placed upon any property subject to assessment; provided, however, that any such mortgagee when in possession or any receiver, and in the event of a foreclosure, any purchaser at a foreclosure sale, and any such mortgagee acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgagee, shall hold title subject to the liability and lien of any assessment coming due after such foreclosure (or conveyance in lieu of foreclosure). Any unpaid assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section shall be deemed to be an assessment divided equally among, payable by and a lien against all Lots subject to assessment by the Association, including the Lots as to which the foreclosure (or conveyance in lieu of foreclosure) took place. "Institutional Mortgage" means a bank, savings and loan association, an insurance company, a pension fund, a real estate investment trust, a mortgage banker, Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal or State agencies, or other like business entity holding a mortgage on a Condominium Parcel and insurers or guarantors of same.

Section 9. Access at Reasonable Hours. For the purpose solely of performing the Lot and exterior maintenance authorized by this Article, the Association, through its duly authorized agents or employees or independent contractors, shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours on any day to accomplish such work.

Section 10. Effect on Developer. Notwithstanding any provision to the contrary that may be contained in this instrument, for as long as Developer is the Owner of any Lot, the Developer shall not be liable for assessments against such Lot, provided that Developer funds any deficit in operating expenses (exclusive of reserves and management fees) of the Association. Developer may at any time and from time to time commence paying such assessments as to Lots that it owns and thereby automatically terminate its obligation to fund deficits in the operating expenses of the Association, or at any time and from time to time elect again to fund deficits as aforesaid. When all Lots within The Properties are sold and conveyed to purchasers, Developer shall not have further liability of any kind to the Association for the payment of assessments or deficits.

Section 11. Use of Funds. The funds collected by the Association may be invested in interest-bearing accounts, in certificates of deposit, in U.S. Treasury Securities, or in other like instruments or accounts available at banks or savings and loan institutions the deposits of which are insured by an agency of the United States.

ARTICLE 6

ARCHITECTURAL CONTROL AND DESIGN REVIEW

Section 1. Design Review. Prior to the erection, placement or alteration of any building, structure, landscaping, wall, fence, sign or other improvement of any nature (including changes in elevation, landscaping or exterior paint or finish), the construction plans and specifications and a plan showing the location of the building, structure, landscaping, wall, fence, sign or other improvement or the proposed changes thereto must be approved in writing by the Design Review Board and all necessary governmental permits must be obtained.

Section 2. Approval of Plans in Discretion of Design Review Board. The erection, placement or alteration of any building, structure, landscaping, wall, fence, sign or other improvement of any nature shall be performed upon the premises only in accordance with the plans and specifications and plot plans so approved and applicable governmental permits and requirements. Refusal of approval of plans, specifications and plot plans, or any of them, may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of said Design Review Board seem sufficient.

Section 3. Changes Subject to Review and Approval. Any change in the exterior appearance of any building, structure, landscaping, wall, fence, sign or other improvement shall be deemed an alteration requiring approval, including, but not limited to, painting; roof replacement; installation of solar panels or other devices; construction of fountains, swimming pools, whirlpools; construction of privacy walls, fences, gates; addition of awnings, flower boxes, statues; window coverings.
Section 4. Design Review Board. The Design Review Board shall have the power to promulgate such standards, rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph. The Design Review Board is a committee appointed by the Board of Directors of the Association. A majority of the Design Review Board may take any action the Design Review Board is empowered to take, may designate a representative to act for the Design Review Board and may employ personnel and consultants to act for it, and the expenses therefore shall be paid by the Association. In the event of death, disability or resignation of any member of the Design Review Board, the Board of Directors shall designate a successor. The Design Review Board shall act on submissions to it within thirty (30) days after receipt of the same (and all further documentation required by said Design Review Board) or else the request shall be deemed approved.

Section 5. Developer’s Activities. The foregoing provisions shall not be applicable to the Developer or to construction activities conducted by the Developer.

Section 6. Procedures. The procedures set forth in the Destin Pointe Design Code shall control the review of all plans for construction on the Lots. Approval shall be granted or denied based upon compliance with the provisions of this Declaration, the quality of workmanship and materials, harmony of external design with surrounding structures, the effect of the construction on the outlook from surrounding property and Units, and all other factors, including purely aesthetic considerations, which in the sole opinion of the Design Review Board will affect the desirability or suitability of the construction.

The Destin Pointe Design Code establishes uniform procedures for the review of the applications submitted, including the submission and review procedure and the review costs and fees to be paid by the applicant to the Association.

Section 7. Liability. Approval by the Design Review Board of an application shall not constitute a basis for any liability of the Developer, the Association or the members of the Board of Directors or the Design Review Board regarding: (i) failure of the plans to conform to any applicable building codes or (ii) inadequacy or deficiency in the plans resulting in defects in the improvements.

Section 8. Exterior Appearance: Landscaping. The paint, coating, stain and other exterior finishing and colors on all buildings on all Lots may be maintained as that originally installed, without prior approval of the Design Review Board. Approval of the Design Review Board shall be necessary before any such exterior finishing or color is changed. The Lot landscaping (except for that portion to be maintained by the Association, if any), including, without limitation, the trees, shrubs, lawns, flower beds, walkways and ground elevations, shall be maintained by the Owner as originally installed, unless the prior approval for any change, deletion or addition is obtained from the Design Review Board.

ARTICLE 7

RULES AND REGULATIONS

Section 1. Applicability. The provisions of this Article shall be applicable to all of The Property but shall not be applicable to the Developer or property owned by the Developer.

Section 2. Land Use and Building Type. No Lot shall be used except for single family residential purposes. A Lot may be rented, but all leases or rental agreements shall specifically require the lessee to comply with the provisions of this Declaration, and the rules and regulations established by the Association. Use of a Lot for anything other than residential purposes is prohibited. No Lot shall be further subdivided or separated into smaller parcels; provided however, that this shall not prohibit corrective instruments or prohibit Developer from modifying subdivision plans of the Property (i) in the event that no Lot shown on the plat to be modified has been conveyed to an Owner or (ii) in the event that any Lot(s) shown on the plat to be modified has been conveyed to an Owners(s), if any such Owner(s) consents to such modification, which consent shall not be unreasonably withheld. Temporary uses by Developer for model facilities, sales displays, parking lots, sales offices and other offices, or any one or combination of such uses, shall be permitted until permanent cessation
AVERAGE HEIGHT OF HIGHEST ROOF

Elev. 17.0' DEP REQUIREMENT

MAXIMUM HEIGHT
HEIGHT REQUIREMENTS

NOTE: THE TOWER WILL BE LIMITED TO 200 SQUARE FEET OF ENCLOSED SPACE.
MAXIMUM HEIGHT

NOTE: THE TOWER WILL BE LIMITED TO 200 SQUARE FEET OF ENCLOSED SPACE.
NOTE: THE FINISHED FLOOR OF RESIDENTIAL STRUCTURES, BOTH PRIMARY AND OUTBUILDINGS, (EXCLUDING GARAGES), SHALL BE A MINIMUM OF 18" ABOVE FINISH GRADE.
Roofs: Gable Ends

Exhibit 5.A

Allowed Roof Pitches 5/12 & 6/12

CLASSICAL

fig. a

Allowed Roof Pitches 5/12 to 10/12

Exposed rafter tails

VERNACULAR

fig. b

PROHIBITED

fig. c

GRAPHIC DESIGN CODE | Date: February 1, 1997 | Copyright © The Vogt Group Architects, apc 1997
Roofs: Eave Conditions

Exhibit 5.B

Approved: Classical

Enclosed Soffit

fig. a:

Approved: Vernacular

Exposed Rafter Tails

fig. b.1  fig. b.2  fig. b.3

Prohibited

fig. c.1  fig. c.2
Windows

Exhibit 6

Vertical

Square

APPROVED

Groupings

Horizontal

PROHIBITED
The max. ratio for bays on a one story house shall be 1.25 to 1.0 in the horizontal direction.

The max. ratio for bays on a two story double gallery house shall be 1.0 to 1.0. However it can exceed this ratio vertically.
Balustrades

Exhibit 8

4 - 1/2" Max.

3 1/2" Min.

Note:
Top rail cannot be deeper than bottom rail. Max. depth shall be 3 1/2" for wood, and 1" for metal.

The maximum size of wooden balusters for wooden balustrades shall be 2"x 2".

The maximum size of metal balusters for metal balustrades shall be 1"x 1".

Metal balustrades are allowed only on stucco houses with stucco porch columns. (See Section 2.9)
Columns: Round

Exhibit 9.A

Entasis from 1/3 above base

APPROVED

fig. a

Entasis from base

APPROVED

fig. b

Straight with no Entasis

PROHIBITED

fig. c

Note: Square or rectangular straight columns are allowed.
The maximum size of a capital trim shall be 3-1/2".

The only Classical Columns allowed are Tuscan/Doric. Corinthian and Ionic are prohibited.
Upper columns of a double gallery house cannot be larger than the Columns below.
Alignment: Column/Entablature

Exhibit 10.A

APPROVED: Classical

fig. a

APPROVED: Vernacular

fig. b
The walls of a house under a double gallery porch must be aligned.

Roofs must align at the soffits unless used as a shed roof extension.
All houses with wood siding shall have an entablature band at the top of the roof line a minimum distance of 9 1/2".

A minimum 11" entablature shall be used on all porches.
The only one story appendage allowed to a two story house is an open porch.
The maximum width of a roof dormer shall be 7'-6" as measured to the outside walls.
**Latticework**

**Exhibit 14**

**Note:**
- Dimension of a cannot exceed dimension of b
- Max. width of a is 1 1/2"  

**Detail**

**Note:**
- Entire lattice panel shall be bordered as indicated, concealing edges from exterior view.

3 1/2" min. each side

**Elevation**
House Numbers/Names

Note:

Signage boards must be constructed of wood. Colors must be approved by the DRB.

TYPE 1

TYPE 2

TYPE 3
Picket Fences

Exhibit 18

APPROVED: Type 1

APPROVED: Type 2

APPROVED: Type 3
Perimeter Walls

Exhibit 19

(To match existing Perimeter Wall)

Stucco band & sloped cap to match existing Perimeter Wall

Block cap

3/4" Smooth stucco finish on 8" CMU

IMPORTANT
Each wall segment must be engineered by a qualified structural engineer. Refer to engineering drawings for dimensions, sizes and reinforcing details.

Standard Perimeter Wall

Scale: 3/4" = 1'-0"

Graphic Design Code

Date: June 27, 1997

Copyright © The Vogt Group Architects, apc 1997
SITE PLAN

BREAKAWAY PARKING DECK

EXISTING BULKHEAD

WETLANDS

ELEVATION SECTION

NOTE: The design as indicated herein has been approved by the Florida Department of Environment Protection. This exhibit is not intended as a requirement of the Design Code, it is included for reference purposes only.
MEMORANDUM

To: Ann Walt, Manager, Destin Pointe
From: Mary K. Kraemer

Date: September 28, 1999

Re: Garage-Apartment Rental
Our File No. 2DG030000

An issue has arisen concerning the rental of the apartments above garages that are permitted to be built pursuant to the Destin Pointe Development Order issued by the City of Destin in 1993. The Development Order provides for 115 lots to contain single-family homes, with some lots also having an additional garage-apartment type second unit containing no more than 450 square feet.

Under the zoning designation for Destin Pointe, guesthouses are permitted but the code provides that they “shall not be rented.” This is the situation of other similarly situated projects and subdivisions, including Crystal Beach and single family homes on Calhoun Street in west Destin, for example. This provision has not been enforced in the past, particularly in the Crystal Beach area where such rentals now exist, but the City of Destin Planning Department has now determined to issue building permits for guesthouses and garage apartments with a specific notation that they shall not be rented, and to address the guesthouse and garage apartment situation throughout the City, by means of presenting ordinance amendments to the Planning Commission and the City Council within the next 18 months.

Therefore, if lot owners choose to construct a garage apartment on their lots, both the house and the garage apartment may be rented to a single party. In the alternative, the house may be rented, with or without the garage apartment as part of the rental. However, the garage-apartment/guesthouse may not be rented, as provided by Section 7.12.01(B) of the Land Development Code of the City of Destin.

I trust this information is responsive to your request. Please let me know if I may be of further assistance in this matter.
Figure 5-3. Items Below Base Flood Elevation Zone VE, V-1 through V-30

<table>
<thead>
<tr>
<th></th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Garage enclosure, below elevated residential structure (for vehicle storage), constructed with breakaway walls, lattice work or insect screening.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>2. Limited unfinished storage area, below elevated structure enclosed by breakaway walls, lattice work or insect screening.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>3. Limited access entryway enclosed by breakaway walls, lattice work or insect screening.</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>4. Items 1, 2, or 3 enclosed by other than breakaway walls, lattice work or insect screening.</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>5. Flood-proofed walls</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>6. Electrical outlets</td>
<td></td>
<td>X*</td>
</tr>
<tr>
<td>7. Electrical meters (owned by utility company)</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>8. Automatic washer</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>9. Automatic dryer</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>10. Air conditioning equipment, components</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>11. Heating equipment, components</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>12. Hot water tank</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>13. A second refrigerator in storage areas or garage for cold storage</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>14. Bathrooms, or uses other than parking, building access, or limited storage</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>15. Finished entrance foyer</td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

*One outlet (or switch) Ground Fault Interrupt (GFI)

DESTIN POINTE

DESIGN REVIEW PROCESS

DESIGN CODE
1. Familiarize yourself with the Destin Pointe Design Code.

DESIGN REVIEW ADMINISTRATOR
2. Prior to selecting an architect, schedule a meeting with the Design Review Board Administrator to discuss the approval process and the spirit of the Destin Pointe Design Code.

ARCHITECT
3. Select your architect.

APPLICATION FOR CONCEPTUAL REVIEW*
4. Prior to the Preliminary Review submittal, you may submit a conceptual plan consisting of floor plans, exterior elevations and general notes indicating building materials, heights and overall character of the residence. Fill out the appropriate Application form and submit along with the required Design Review Fee. (DPDC 4.4)

APPLICATION FOR PRELIMINARY REVIEW*
5. After working with your architect, submit the Application for Preliminary Review with all required documents and materials along with your check for the Design Review Fee (if it was not already paid in #5). (DPDC 4.4)

LANDSCAPING PLAN
6. Select a certified landscape architect/designer. A landscaping plan will need to be submitted along with the architectural plans for Preliminary Review and/or Final Review. (DPDC 3.0 & 4.4)

APPLICATION FOR FINAL REVIEW*
7. After receiving and integrating into your plans all of the Design Review Board’s changes, submit the Application for Final Review with all required documents and materials. (DPDC 4.5)

BUILDER SELECTION
8. With your architect providing guidance, select a builder. A list of the approved general contractors for Destin Pointe is available from the DRB Administrator.

AUTHORIZATION TO COMMENCE CONSTRUCTION
9. Once you have received approval at Final Review level and the Design Review Board has been notified of your contractor selection, you will be issued a Destin Pointe Authorization to Commence Construction.

CONSTRUCTION AGREEMENT*
10. After selection of your builder, schedule a meeting with the Design Review Board Administrator. It is required that you and your contractor attend this meeting (may be by teleconference). At this time, submit with your contractor, the executed Destin Pointe Construction Agreement, as well as proof of insurance, as required in this Agreement.
SURVEY
11. Prior to any and all clearing or construction, a licensed surveyor must stake all house corners on your property.

FOUNDATION SURVEY
12. Upon completion of the foundation, you are responsible for providing the Design Review Board with a foundation survey for their review. (DPDC 5.4)

MODIFICATIONS OF APPROVED PLANS
13. The Destin Pointe Design Review Board must approve all changes and modifications to the plans if said changes or modifications fall within the parameters of the Design Code. An Application of Modification of Approved Plans must be submitted.

AFFIDAVITS OF FINAL INSPECTION AND COMPLIANCE*
14. Once the project is complete including all landscaping, both the contractor and the architect shall execute and submit their individual Affidavits of Final Inspection and Compliance to the Design Review Board.
DESTIN POINTE

CONCEPTUAL REVIEW APPLICATION

Please complete and return this application along with a check for the administrative fee and the following (DPDC 4.4):

1. Site plan
2. Conceptual floor plans
3. Conceptual exterior elevations

To Be Completed By Applicant:

LOT:______ OWNER:

______________________________________________________________________________________

Name

______________________________________________________________________________________

Mailing Address

City        State  Zip

(_____)(______________________________    (_____)(______________________________

Phone No.      Fax No.

ARCHITECT:

______________________________________________________________________________________

Name

______________________________________________________________________________________

Mailing Address

City        State  Zip

(_____)(______________________________    (_____)(______________________________

Phone No.      Fax No.

SIGNED:________________________________________________              _____________________

Architect        Date
DESTIN POINTE

PRELIMINARY REVIEW APPLICATION

Please complete and return this application along with a check (if not already paid) in the amount of the appropriate administrative fee (DPDC 4.6) and two complete sets of plans including as a minimum, the following (DPDC 4.5):

   1. Topographic and boundary survey
   2. Preliminary site plan
   3. Preliminary floor plans
   4. Preliminary exterior elevations
   5. Preliminary landscaping plan
   6. Design Code Analysis form

To Be Completed By Applicant:

LOT:______ OWNER:

Name

Mailing Address

City        State  Zip

(______)______________________________                (______)____________________________
Phone No.      Fax No.

ARCHITECT:

Name

Mailing Address

City        State  Zip

(______)______________________________               (______)____________________________
Phone No.      Fax No.

SIGNED:________________________________________________              _____________________
Architect        Date
DESTIN POINTE CALCULATIONS

This document must be submitted along with the Application for Preliminary Review. Any changes made after initial submittal must be noted and resubmitted.

DATE:____________________ LOT:___________________ LOT TYPE:___________________________
OWNER:______________________________________________________________________________
ARCHITECT:___________________________________________________________________________

PRIMARY RESIDENCE:

Lot Area (Square Feet): __________________________________________________________
Building Area/First Floor (SF Excluding Porches): ______________________________________
Site Coverage (%) Excluding Porches: _______________________________________________
Building Area/First Floor (SF Including Porches): _______________________________________
Site Coverage (%) Including Porches: _______________________________________________
Total SF Heated & Cooled: ________________________________________________________
Building Height/Elevation: _________________________________________________________
Height of Tower/Elevation: _________________________________________________________
Floor to Ceiling Height/First Level: _________________________________________________
Floor to Ceiling Height/Second Level: _______________________________________________
Elevation of Lowest Portion of Horizontal Structural Member: _____________________________

OUTBUILDING:

Building Area/First Floor (SF) Excluding Porches: _____________________________________
Building Area/First Floor (SF) Including Porches: _______________________________________
Building Height: ________________________________________________________________
Elevation of Lowest Portion of Horizontal Structural Member: _____________________________

The above calculations have been made by the office of the Architect:

_________________________________________________________          ________________________
Architect's Signature         Date

Print Name
DESTIN POINTE
DESIGN CODE ANALYSIS FORM

This form must be completed and submitted with the Applications for Preliminary Review and Final Review.

PRELIMINARY REVIEW DATE:____________________    FINAL REVIEW DATE:____________________

LOT:__________  OWNER NAME:__________________________________________________________

ARCHITECT NAME:___________________________________________________________________

Code Analysis:

1.3 Building Setbacks (Actual)

<table>
<thead>
<tr>
<th>Building Type</th>
<th>Front</th>
<th>Rear</th>
<th>Sides</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary Residence</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tower</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Outbuilding</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Garden Structure</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Decks</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Patio</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Swimming Pool</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1.4 Building Height (Actual)

<table>
<thead>
<tr>
<th>Building Type</th>
<th>Height Above Mean Seal Level</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary Residence</td>
<td></td>
</tr>
<tr>
<td>Tower</td>
<td></td>
</tr>
<tr>
<td>Outbuilding</td>
<td></td>
</tr>
<tr>
<td>Garden Structure</td>
<td></td>
</tr>
</tbody>
</table>

Primary Residence:

- Floor – Ceiling/1st Floor: ________ feet
- Floor – Ceiling/2nd Floor: ________ feet

1.5 Site Coverage

<table>
<thead>
<tr>
<th>Area</th>
<th>Square Feet</th>
<th>Percentage of Lot</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Area of Lot</td>
<td></td>
<td></td>
</tr>
<tr>
<td>One Story without Porches</td>
<td></td>
<td></td>
</tr>
<tr>
<td>One Story including Porches</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Two Story without Porches</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Two Story including Porches</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
1.6 Parking
Number of Bedrooms:     ________
Number of Parking Spaces:     ________

1.7 Fences
Height of Fence:     ________feet

1.8 Outbuilding
Ground Floor Elevation:     ________feet above grade
One Story/Site Coverage:     ________sf including porches
Two Story/Site Coverage:     ________sf excluding porches
Two Story/Site Coverage:     ________sf including porches

2.2 Building Materials (Exterior)
Type of Construction:     _____________________________________________________
Exterior Finish:     _____________________________________________________

2.3 Roofs
Roof Pitch:     ________in 12
Roof Material:     __________________________________________________________
Roof Color:     __________________________________________________________

2.4 Windows
Materials:     ______________________________________________________________
Manufacturer:     __________________________________________________________
% Operable:     ____________________________________________________________

2.5 Doors (Exterior)
Materials:     ______________________________________________________________
Manufacturer:     __________________________________________________________

2.6 Glazing
Type of Glass:     __________________________________________________________

2.7 Towers
Enclosed Area:     ________sf including porches
Total Area:     ________sf including decks

2.8 Porches
Size of Front Porch:     ________feet x     ________feet
Size of Rear Porch:     ________feet x     ________feet
2.9 Deck/Patios

Decks: Height/Area: ________feet x ________feet
Patios: Height/Area: ________feet x ________feet

2.10 Shutters

Material: _______________________________________________________________
Type: Swing/Bahama: ____________________________________________________

2.11 Colors

Field: Manufacturer: _________________________; #__________________
Trim: Manufacturer: _________________________; #__________________
Shutters: Manufacturer: _________________________; #__________________
Fence: Manufacturer: _________________________; #__________________

COMMENTS:

______________________________________________________________________________________
______________________________________________________________________________________
______________________________________________________________________________________
______________________________________________________________________________________

VARIANCE(S) REQUESTED:

______________________________________________________________________________________
______________________________________________________________________________________
______________________________________________________________________________________
______________________________________________________________________________________

I hereby certify that the information provided is true and correct to the best of my knowledge.

______________________________________________________________________________________
Architect's Signature                               Date

______________________________________________________________________________________
Print Name
This Application must be submitted to the Design Review Board along with two complete sets of the final construction documents including as a minimum, the following (DPDC 4.5):

1. Site plan/site amenities and structures
2. Floor plans (size & scale required by City of Destin)
3. Exterior elevations
4. Roof plan
5. Specifications
6. Exterior lighting selections
7. Landscape plan
8. Exterior color selections with color samples
9. Design Code Analysis Form
10. Architect’s Affidavit

Final construction documents must be stamped and sealed by a licensed architect.

LOT: ______  OWNER: ________________________________

Name

Mailing Address

City        State  Zip

Phone No.       Fax No.

ARCHITECT:

Name

Mailing Address

City        State  Zip

Phone No.       Fax No.

SIGNED: ________________________________

Architect  Date
Architect’s Affidavit

I __________________________, do hereby warrant to the Destin Pointe Design Review Board that I have reviewed the complete Destin Pointe Code dated _____________.

The design and construction documents for the ________________ residence on Lot ______, Destin Pointe, have been prepared by our office and reviewed by me. It is the intent of our office that these plans, to the best of our knowledge and belief, comply with all of the requirements of the Destin Pointe Design Code except as stated herein.

REQUEST FOR VARIANCE:
_____________________________________________________________________________________________
_____________________________________________________________________________________________
_____________________________________________________________________________________________
_____________________________________________________________________________________________

Please comment on any physical exterior changes since the last review(s) and if none, state so.
_____________________________________________________________________________________________
_____________________________________________________________________________________________
_____________________________________________________________________________________________

I understand that any and all modifications or additions that are made to these plans subsequent to final approval by the Design Review Board must be submitted to the Design Review Board for approval.

Witness: Architect:

_________________________________________  _________________________________________
Signature    Date   Signature    Date

_________________________________________  _________________________________________
Print Name      Print Name

State of __________________
County of _________________

The foregoing instrument was acknowledged before me this _____ day of ________________, 20____, by
__________________________________________, who is personally known to me or who has produced ____________________ as identification and who did (did not) take an oath.

NOTARY SEAL

______________________________________________
Notary Signature
DESTIN POINTE

PERMIT TO COMMENCE CONSTRUCTION

☐ DRB Letter of Approval of Final Review
☐ Copy of City of Destin Permit
☐ Copy of Holiday Isle Improvement Association Permit
☐ Copy of D.E.P. Notice to Proceed (if applicable)
☐ Copy of signed Construction Agreement
☐ Contractor's proof of Insurance

The ________________________________ residence located at ________________________________.

(Name of Owner) (Address/Lot Number)

Destin Pointe, which is to be constructed by ________________________________.

(Name of Contractor)

has met all the requirements and codes of Destin Pointe and is approved to commence construction.

Destin Pointe Design Review Board

_________________________________________          ______________________

Signature                                      Date

_________________________________________

Print Name
Architect’s
Affidavit of Final Inspection & Compliance

On ______________, 20______, I, _________________________________________, inspected the residence of
__________ located at _____________________________________________.

Owner’s Name                                                          Destin Pointe Address/Lot Number

I do hereby certify the following:

1. To the best of our knowledge and belief, the residence and related construction are complete and
constructed in accordance with the approved plans and specifications, and comply with the Destin Pointe
Design Code.

2. To the best of our knowledge and belief, the residence is constructed in accordance with all local and State
building codes.

3. To the best of our knowledge and belief, the quality of workmanship and materials are consistent with the
Destin Pointe quality standards.

Witness:       Architect:

_________________________________________  _________________________________________
Signature    Date   Signature    Date

_________________________________________  _________________________________________
Print Name      Print Name

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Contractor’s

Affidavit of Final Inspection & Compliance

On ______________, 20______, I, _________________________________________, inspected the residence of __________________________________________________________________________________________ located at _____________________________________________.

Date      Contractor’s Name

Owner’s Name                                                             Destin Pointe Address/Lot Number

I do hereby certify the following:

1. To the best of our knowledge and belief, the residence and related construction are complete and constructed in accordance with the approved plans and specifications, and comply with the Destin Pointe Design Code.

2. To the best of our knowledge and belief, the residence is constructed in accordance with all local and State building codes.

3. To the best of our knowledge and belief, the quality of workmanship and materials are consistent with the Destin Pointe quality standards.

Witness:       Contractor:

_________________________________________  _________________________________________  
Signature    Date   Signature    Date

_________________________________________  _________________________________________  
Print Name      Print Name

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DESTIN POINTE

CONSTRUCTION AGREEMENT

Lot: ___________________________________

Owner: ________________________________

Contractor: ___________________________

This Construction Agreement is made and executed on the______ day of ______________, year of _____,
by and between the Destin Pointe Design Review Board (committee selected by the Destin Pointe Owners’
Association, Inc.), and ________________________________ (“Owner”).

RECITALS:

A. Owner is the owner of the Lot in Destin Pointe described above and has entered into, or anticipates
   entering into, a contract with the above named Contractor for the construction of a home and other
   improvements on the Lot.

B. Destin Pointe is subject to a recorded Declaration of Covenants and Restrictions which establishes
   the Destin Pointe Design Review Board (a committee selected by the Destin Pointe Owners’
   Association, Inc.), requires architectural control for all Improvements, and requires the
   Implementation of design standards, known as the Destin Pointe Design Code.

C. Such documents protect the interests of all owners within Destin Pointe. The Design Review Board
   is obligated under the Declaration to enforce the Design Code.

D. The Destin Pointe Design Code requires the Destin Pointe Design Review Board to review and
   approve plans for construction, to review and approve contractors within Destin Pointe, and to
   establish regulations for construction within Destin Pointe.

E. By the purchase of a lot within Destin Pointe, the Owner has relied upon and has agreed to be
   regulated by the Declaration and the Design Code. Owner’s Contractor enters Destin Pointe only
   as Owner’s guest, agent, or business invitee, and is similarly bound to such regulations.
AGREEMENT:

Owner understands the following conditions for a construction within Destin Pointe and agrees, for himself or herself, for Owner’s Contractor, and for all others who enter Destin Pointe on Owner’s behalf, to comply with the following requirements.

1. **Adherence to Destin Pointe Codes.** I have reviewed and understand the Destin Pointe Design Code and agree to construct all improvements in accordance with final plans and specifications as approved for the lot by the Destin Pointe Design Review Board. I understand that any changes to the final plans and specifications must be approved by the Destin Pointe Design Review Board prior to implementation.

I understand that any construction in violation of, or inconsistent with, the approved plans and specifications may be stopped by the Design Review Board and further work on the job will cease until the work has been corrected to the satisfaction of the Design Review Board. If my contractor fails to correct the work or if my contractor has previously violated this provision on any lot, the Design Review Board will terminate the contractor’s privilege to build in Destin Pointe.

I recognize that variance to the Code or non-enforcement of violations which have occurred in the past does not relieve me of the responsibility to comply with approved plans and specifications for current and future projects. The preceding is not intended in any way to waive the rights of the Design Review Board, the Destin Pointe Owners’ Association, Inc., or the developer of Destin Pointe to enforce previous violations.

2. **Governmental Building Codes.** I agree to follow state, county, and city codes at all times. I understand and agree that the Destin Pointe Design Review Board is intended only to assure compliance with the aesthetic concerns of the Destin Pointe Design Codes and the Destin Pointe Design Review Board, the Destin Pointe Owners’ Association, Inc., the developer of Destin Pointe and its realty agent are not liable for any design or construction defects affecting the safety or structural integrity of the building or for failure of the building to comply with any applicable building codes.

3. **No Trailers.** No trailers or temporary buildings are permitted unless approved by the Destin Pointe Design Review Board.

4. **Signage.** I will not erect, or permit my contractor to erect, any signage of any type except as provided by the Destin Pointe Design Code and specifically approved by the Destin Pointe Design Review Board.

5. **Clean Construction Site.** I am responsible for maintaining a clean construction site at all times. Building material shall be kept within the property lines and shall be stored in a neat and orderly fashion. If construction is suspended for more than thirty days, all stored building materials shall be removed until construction is resumed.

I agree to furnish trash containers and keep the premises free from accumulation of waste materials at all times. I will properly and promptly remove any hazardous waste.

All paper and debris will be picked up each day before leaving the site. Food garbage (lunch remains including cans) cannot be mixed with construction debris but must be kept in appropriate containers and removed at least weekly.
Trash shall not be allowed outside of the designated trash and scrap area. At completion of the work, all remaining waste materials shall be disposed of legally, and tools, construction equipment, machinery, and surplus material shall be removed from the site. Dumping or burning is not allowed.

If my site is not cleaned within three days after written notice, the Destin Pointe Design Review Board may clean the site at my expense, in addition to any fines or other penalties provided in Section 11 of this Agreement.

6. **Tree Protection: Erosion Control.** I shall take all necessary precautions to protect existing vegetation and to comply with all erosion control methods established by the Destin Pointe Design Review Board from time to time. I understand that protection of existing trees is extremely important in Destin Pointe. I will use due care in removing trees permitted to be removed, and will build and maintain at all times an approval frame around any trees required by the Destin Pointe Design Review Board to be preserved. I will not cut, remove, or willfully damage any tree unless approved by the Destin Pointe Design Review Board. If I do not comply with this rule, in addition to the fines and other penalties provided in Section 12 of this Agreement, I may be required to (a) plant a tree of the same species and comparable size, and (b) pay a fine which, depending on the size and species of the tree, may exceed $5,000.

7. **Common Area.** I will respect and protect the common areas of Destin Pointe. I am responsible for any damage to streets, curbs, sidewalks or other infrastructure caused by me, my contractor, his employees, subs, or suppliers, such as cement trucks. Any such damage will be repaired by me or my designee at my expense.

8. **Neighboring Property.** I am responsible for making sure that work activity on the job site does not encroach on adjacent property. My contractor may not use a neighboring property for access or store materials on adjacent property except by written permission of the adjacent lot owner.

9. **Insurance.** I am responsible for assuring that my contractor will carry and will keep in force at all times the following insurance coverage, and have provided a certificate of such coverage to the Destin Pointe Design Review Board naming the Design Review Board, the Destin Pointe Owners’ Association, Inc., Destin Pointe Realty, Inc., ZFT Family, LP, and AMT, LLC as additional insured:

   Commercial General Liability coverage with minimum limits of no less than $500,000 per occurrence and $1 million in the aggregate.

   Workmen’s Compensation as required by law.

   I am responsible for assuring that all subcontractors’ employees are covered by workmen’s compensation as well. Failure to provide such insurance coverage or to demonstrate evidence of such coverage when requested may result in immediate termination of my privilege to build within Destin Pointe.

   I am responsible for providing a copy of my contractor’s license issued by the State of Florida Board of Professional Regulation (BPR). Failure to provide a copy of the license or to demonstrate evidence of such license when requested may result in immediate termination of my privilege to build within Destin Pointe.
10. **Nuisances.** I am expected to show respect for the Destin Pointe community, its residents, and guests. I understand that I must take necessary precautions so as not to create undue noise and that radios, tape players, etc. must be kept at reasonable sound levels so as not to disturb others outside the construction site. No profanity, cat calls, or unnecessary noise will be tolerated. No animals are permitted on the construction site. I understand that workers may dress casually but may not wear clothing with obscene or otherwise offensive messages.

To avoid undue disturbance to Destin Pointe residents and guests, construction is allowed only between the hours of 7:30 am to 5:30 pm, Monday through Friday, and 9:00 am to 5:00 pm on Saturdays. Construction is prohibited on Sundays and the following holidays: New Year’s Day, Memorial Day, July 4th, Labor Day, Thanksgiving, and Christmas Day. If any of these holidays are observed on the preceding or following Monday, there will be no construction on that day. Exceptions will be made only with written permission from the Design Review Board.

All vehicles and workers must abide by the traffic access plan designated by the Destin Pointe Design Review Board from time to time. All roadways must be kept open for the passage of through traffic. Where absolutely necessary, attended trucks may use the street while loading and unloading only. All other vehicles must be parked completely off the street. No vehicle may be parked overnight. Any vehicle in violation of this paragraph may be towed.

I will respond to requests from the Design Review Board to correct behavior which disturbs others within Destin Pointe. For repeated nuisances and after at least two written warnings I may be charged a fine of up to $100 per day for violations. In cases of persistent and repeated disregard for the needs of others which is causing a serious disturbance to others within Destin Pointe, and after at least three fines for the same or similar nuisance, any future occurrences may be treated as a violation under Section 12.

11. **Correction Violation: Order to Cease Work.** Upon notice from the Design Review Board of any violation of this Agreement, I will immediately correct and remedy the violation. I understand that in addition to other remedies described elsewhere in this agreement, the Destin Pointe Design Review Board may enforce violations of any of the provisions of this agreement, other than Section 12, as follows:

   - **First Offense**………………………………………………………….Written warning
   - **Second Offense**………………………………………………………….$500 fine
   - **Three or More Offenses**……………………………………………………up to $1000 fine

The violations do not need to be of the same type or for the same lot. Upon three or more offenses, including those for other Owners on other lots, the Design Review Board will terminate my contractor’s privilege to build any future projects in Destin Pointe. My contractor and I shall have the opportunity for notice and right to be heard before the Design Review Board before imposition of any penalty in this paragraph or elsewhere in this Agreement.

Before the imposition of any fine, I will be entitled to a hearing before the Board of Directors of the Association in accordance with Article 10, Section 3 of the Declaration. For any fine of $500 or more and before loss of contractor’s privilege to build within Destin Pointe, I may select a mediator acceptable to the Design Review Board to mediate the dispute. The imposition of fines and other penalties may be enforced as provided in the Declaration.
12. **Deposit: Liability for Damage.** I have provided ☐, not provided ☐, to the Destin Pointe Owners’ Association, Inc. on a deposit in the amount indicated below, which may be used at any time to pay the fines described above and to remedy any other failure on the part of myself or my contractor to abide by these conditions. I am responsible for the cost to clean a job site if my contractor fails to do so, the cost to clean or repair damage to adjacent property or common areas, and the cost incurred by Destin Pointe Design Review Board in enforcing these conditions, including legal fees (whether or not suit is brought), engineers, architects and other professionals. All of these costs may be deducted from my deposit, although I remain liable for any costs not covered by the deposit.

If I so request, my deposit will be returned to me upon satisfactory completion of the home and landscaping on my property, less an administration fee of $5 per month to cover the cost of escrow accounting (up to a maximum of $50 for a continuous deposit).

13. **Indemnification.** To the full extent permitted by law, I agree to indemnify and hold harmless the Destin Pointe Design Review Board, the Destin Pointe Owners’ Association, Inc., the developer of Destin Pointe and all their officers, employees, sales representatives and agents, from any civil claim of liability regarding the safety or structural integrity of any home I construct; the safety of the job site; and delays in construction or any matter regarding the quality of construction, its appearance, or its compliance with approved plans. This indemnification shall include but not be limited to the expenses (including judgments, court costs, settlements, and attorneys’ fees) actually and necessarily paid or incurred in connection with any suit or threatened suit.

14. **Assignment and Assumption.** Contractor may, but is not required, enter into an agreement accepting assignment of primary responsibility under this Agreement. Upon such assignment on a form acceptable to the Design Review Board, the Design Review Board shall communicate directly with the Contractor to resolve problems and shall make reasonable efforts to resolve any violations with the Contractor without recourse to the Owner. I shall receive a copy by mail of any written warnings, or any violations which result in a fine. I am ultimately responsible for assuring that the Contractor, the Contractor’s employees, subcontractors, and suppliers comply with all of the conditions of the Agreement and that the improvements constructed on the Lot are in accordance with the approved plans and specifications. If the Destin Pointe Design Review Board is unable to compel the Contractor to comply with the Agreement, I will be liable for all repairs and damages.

Made and executed on the day and year written above.

Owner(s): ____________________________________________________________

Destin Pointe Design Review Board: By: ________________________________________

Amount of Deposit: $____________________________________________________

Received by: ___________________________ Date: _______________________

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October 1, 2004; revised August 20, 2010 and June 22, 2011

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Note to Owners: Your contractor is not required to sign this agreement and you may choose to retain the right to deal directly with the Destin Review Board on all construction issues. However, by signing this agreement, we will be able to work directly with your contractor to resolve any problems on the job site. If your contractor does not sign this agreement, we strongly recommend that you require, as part of your agreement with your contractor, his compliance with the regulations and requirements set out in the Construction Agreement, and that receipt of the Destin Review Board's certificate, indicating completion of the home in accordance with the approved plans and specifications, be a condition for final payment.

Destin Pointe Design Review Board

DESTIN POINTE

ASSIGNMENT AND ASSUMPTION OF CONSTRUCTION RESPONSIBILITES

This Assignment and Assumption is made and executed on the __________ day of __________________, year of __________, by and between _____________________________________________ ("Owner") and ________________________________________________ ("Contractor").

RECITALS:

A. As part of the design review process for building a home and other improvements on Owner’s Lot________ in Destin Pointe, Owner has entered into a Construction Agreement with the Destin Pointe Design Review Board dated _____________________ (the "Construction Agreement").

B. Owner has entered into, or anticipates entering into, an agreement with Contractor for the construction of that home.

C. To allow better communication between the Destin Pointe Design Review Board and Contractor, Owner wishes to assign to Contractor, and Contractor wishes to assume from Owner, certain responsibilities under the Construction Agreement.

AGREEMENT:

1. **Assignment and Assumption.** Owner hereby assigns to Contractor, and Contractor hereby assumes from owner, primary responsibility for compliance with the Construction Agreement. Contractor agrees to build the home in accordance with plans approved by the Destin Pointe Design Review Board, and to comply with all other requirements of the Construction Agreement. Contractor agrees to cooperate with the Design Review Board and the Destin Pointe Management to resolve any difficulties that may arise on the job site.

2. **Deposit.** □ Contractor □ Owner shall post the deposit required by the Construction Agreement. If Owner posts the deposit, Owner □ shall be □ shall not be, entitled to reduce the final payment owed to Contractor by the amount of any payments made from the deposit.
3. **Recourse.** In the event of a violation of the Construction Agreement, the Design Review Board shall proceed first against the Contractor. Owner understands that Owner is ultimately responsible for assuring that the Contractor, the Contractor's employees and subcontractors comply with all of the conditions of the Agreement and that the improvements constructed on the lot are in accordance with the approved plans and specifications. If the Destin Pointe Design Review Board is unable to compel the Contractor to comply with the agreement, the Owner will be liable for all repairs and damages.

4. **Obligation to Owner.** The agreement between Contractor and Owner for the construction of a home on the Lot is hereby modified to include the requirement that Contractor comply with the terms of the Construction Agreement. Such agreement is also hereby modified to provide that as an additional condition for final payment on the contract between Owner and Contractor, Contractor shall provide the Design Review Board’s completion certificate indicating completion of the home in accordance with the approved plans and specifications.

---

Owner: ____________________________________________

Corporate Name of Builder: ____________________________

By: ________________________________________________

Its ________________ president

Accepted: Destin Pointe Design Review Board

By: ________________________________
DESTIN POINTE

CONTRACTOR SPECIAL PERMISSION LETTER

Lot: _____________________________________________________________

General Contractor: ________________________________________________

Subcontractor: ____________________________________________________

This letter hereby grants special permission to the contractor/subcontractor stated above to perform construction activities after 5:30 p.m. on _________________ (date). This permission is granted provided that the contractor/subcontractor strictly adheres to the guidelines stated below:

1. **Special Construction Times.** Special construction times will be allowed Monday through Friday only. All activities must cease & cleanup completed such that all personnel shall vacate the premises by no later than 7:30 pm.

2. **Limit of Construction Activity.** Construction activity shall be confined to indoor areas only. The grounds of the construction premises shall be maintained as required by the "Construction Agreement".

3. **Type of Construction Activity.** Construction activity shall be limited such that sound levels are kept to a minimum and are “inaudible” to the properties and areas immediately adjacent to the construction site. The use of the following are prohibited:
   
   I. Power tools/equipment of any kind (including pneumatic equipment)
   
   II. Hand tools such as hammers & hand saws

4. **Nuisances.** Radio volumes & voice levels shall be kept to a minimum and are “inaudible” to the properties and areas immediately adjacent to the construction site.

**THIS LETTER MUST BE AVAILABLE FOR INSPECTION ON-SITE FOR WORK TO BE PERFORMED AFTER 5:30 PM**

DRB Consulting Architect: ________________________________ Date: _____________

This document is a supplement to the Destin Pointe Construction Agreement and shall in no way render any part of the Construction Agreement null and void. Request for special permission must be made to DRB Consulting Architect a minimum of one (1) day in advance. A copy of the letter will be on file at the Destin Pointe Security Office. Violations of this letter and/or the Construction Agreement will be strictly enforced.