

COMMUNITY STANDARDS

PREAMBLE

The Amended and Restated Declaration of Master Covenants for Keys Gate, as amended (collectively the "**Declaration**") provides for an Architectural Control Committee (the "**Committee**"). The Declaration also provides that the Committee shall, from time to time, adopt written rules and regulations of general application governing its procedures, which Rules and Regulations shall be approved by the Keys Gate Community Association, Inc. (the "**Association**"). M&H Homestead, as Declarant under the Declaration, has appointed the Committee and in accordance with the duties and obligations imposed upon the Committee by the Declaration, the Committee hereby adopts the following Rules and Regulations governing its procedures, which shall be known as the Community Standards.

1. **Defined Terms.** All initially capitalized terms shall have the meanings set forth in the Declaration unless otherwise defined herein.
2. **The Architectural Control Committee.**
 - 2.1. **Necessity of Architectural Review and Approval.** No improvement or structure of any kind including, without limitation, any building, fountain, statue, fence, wall, swimming pool, screen enclosure, exterior paint or finish, hurricane protection, pet house, swale, sewer, drain, disposal system, decorative building, landscape device, tree, landscaping, or object, recreational or other external lighting, or any other improvement of any kind shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change or alteration therein or thereon be made, unless and until the plans, specifications and location of the same shall have been submitted to the Committee, and evaluated by the Committee as to the harmony of external design and location in relation to surrounding structures and topography and as to conformance with these Community Standards.
 - 2.2. **Committee Membership.** The Committee shall consist of three (3) members.
 - 2.3. **Powers and Duties of the Committee.** The Committee shall have the following powers and duties:
 - 2.3.1. **Amendments to Community Standards.** To recommend from time to time to the Board modifications and/or amendments to these Community Standards. Any modifications or amendments to these Community Standards shall be consistent with the provisions of the Declaration, and shall not be effective until approved by the Board and, prior to the Community Completion Date, by Declarant. Notice of any modification or amendment to these Community Standards, including a verbatim copy of such change or modification, shall be posted within Keys Gate, provided, however, the posting of notice of any modification or amendment to these

Community Standards shall not constitute a condition precedent to the effectiveness or validity of such change or modification.

- 2.3.2. **Right to Approve or Disapprove.** To approve or disapprove any improvements or structure of any kind, including, without limitation, any building, landscape device or object, or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot and to approve or disapprove any exterior addition, changes, modifications or alterations therein or thereon. All decisions of the Committee shall be submitted in writing to the Board, and evidence thereof shall be made by a certificate in recordable form, executed under seal by the President or any Vice President of the Association. Any party aggrieved by a decision of the Committee shall have the right to make a written request to the Board, within thirty (30) days of such decision, for a review thereof. The determination of the Board upon reviewing any such decision shall in all events be dispositive.
- 2.3.3. **Deviations.** To deviate from the provisions of these Community Standards for reasons of practical difficulty or particular hardship which otherwise would be suffered by any Owner, without consent of the Owner of any adjoining or adjacent Lot, which shall be manifested by written agreement, shall not constitute a waiver of any restriction or provision of these Community Standards as to any other Lot.
- 2.3.4. **Inspections.** To make inspections during construction of any structure or improvement to ensure that such structure or improvement is being constructed in accordance with the plans previously submitted to and approved by the Committee.
- 2.3.5. **Quorum.** A majority of the Committee shall constitute a quorum to transact business at any meeting. The action of a majority present at a meeting at which a quorum is present shall constitute an action of the Committee. In lieu of a meeting, the Committee may act in writing.
- 2.3.6. **Procedures.** The Committee shall adopt, from time to time, procedures and forms necessary to carry out its responsibilities under the Declaration and these Community Standards.
- 2.4. **Procedure.** In order to obtain the approval of the Committee each Owner shall observe the following:
 - 2.4.1. **Application.** Each applicant shall submit an application to the Committee with respect to any proposed improvement, or material change in an improvement, together with the required application and fee(s) as established by the Committee. The current application form is attached hereto as **Exhibit A.**

- 2.4.2. **Plans Generally.** The Committee requires one (1) complete set of all plans and specifications for any improvement or structure of any kind, including without limitation, any building, fence, wall, swimming pool, enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement, the construction or placement of which is proposed upon any Lot, which plans shall include the proposed elevation of all floor slabs and pool decks, and one (1) complete set of the drainage plan, grading plan, tree survey, Lot survey, color plan and materials designation plan for such improvement or structure.
- 2.4.3. **Revised Plans.** Preliminary plans and drawings must be submitted to the Committee and approval of the same obtained. The Committee may require the submission of final plans and specifications if initial plans must be revised. All plans and drawings submitted must be signed by both the professional who has prepared such plans and drawings and the Owner of the Lot, and must include the following unless waived by the Committee:
- 2.4.3.1. A current certified survey of the Lot showing the proposed location of the improvement, grade elevation, contour lines, location of all proposed paved areas and location of all existing trees.
- 2.4.3.2. A landscape plan including a graphic depiction of the location and size of all plant materials on the site both existing and proposed, and the Latin and/or common names of all plants and their planted size.
- 2.4.4. **Plans Submitted.** The Committee is not responsible for plans submitted to the Committee for review as part of the application process. Each applicant should retain copies of such plans prior to submitting their plans for review.
- 2.4.5. **Building Materials.** The Committee may also require submission of samples of building materials and colors proposed to be used.
- 2.4.6. **Incomplete Application or Supplemental Information Required.** In the event the information submitted to the Committee for final review is, in the Committee's sole discretion, incomplete or insufficient in any manner, the Committee may request and require the submission of additional or supplemental information. The applicant shall, within fifteen (15) days thereafter, comply with the request. Should the applicant not comply within fifteen (15) days, the application shall be deemed disapproved by the committee.
- 2.4.7. **Time for Review.** No later than thirty (30) days after receipt of all information required by the Committee for final review, the Committee shall approve or deny the application in writing. The Committee shall have the

right to refuse to approve any plans and specifications which are not suitable or desirable, in the Committee's sole discretion, for aesthetic or any other reasons or to impose qualifications and conditions thereon. In approving or disapproving such plans and specifications, the Committee shall consider the suitability of the plan, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property. In the event the Committee fails to respond within the said thirty (30) day period, the plans and specifications shall be deemed disapproved by the Committee.

2.4.8. **Rehearing.** In the event that the Committee disapproves any plans and specifications, the applicant may request a rehearing by the Committee for additional review of the disapproved plans and specifications. The meeting shall take place no later than thirty (30) days after written request for such meeting is received by the Committee, unless applicant waives this time requirement in writing. The Committee shall make a final written decision no later than thirty (30) days after such meeting. In the event the Committee fails to provide such written decision within said thirty (30) days, the plans and specifications shall be deemed disapproved.

2.4.9. **Appeal to Board.** Upon final disapproval (even if the members of the Board and Committee are the same), the applicant may appeal the decision of the Committee to the Board within thirty (30) days of the Committee's written review and disapproval. Review by the Board shall take place no later than thirty (30) days subsequent to the receipt by the Board of the Owner's request therefore. If the Board fails to hold such a meeting within thirty (30) days after receipt of request for such meeting, then the plans and specifications shall be deemed approved. The decision of the Committee, or if appealed, the Board, shall be final and binding upon the applicant, his heirs, legal representatives, successors and assigns.

3. **The Criteria.**

3.1. **Alterations.** Any and all alterations, deletions, additions and changes of any type or nature whatsoever to then existing improvements or the plans or specifications previously approved by the Committee shall be subject to the approval of the Committee in the same manner as required for approval of original plans and specifications.

3.2. **Time for Completion.** Construction of all improvements shall be completed within one (1) year of the application date. If after one (1) year the improvement has not been completed, the Association may deem the Owner in violation.

3.3. **Work Commencement.** No work shall commence prior to approval by the Committee. No foundation for a building shall be poured, nor pilings driven, nor shall construction commence in any manner or respect, until the layout for the building is approved by the Committee. It is the purpose of this approval to assure that removal

of desirable existing trees is minimized and that the building is placed on the Lot in its most advantageous position. If after the one (1) year time period, the improvement has not commenced, the application will be automatically deemed disapproved. The Owner must then resubmit for approval.

- 3.4. **Permits.** The Owner is solely responsible to obtain all required building and other permits from all governmental authorities having jurisdiction and is responsible for compliance with all applicable City of Homestead and Miami-Dade County building and zoning codes.
- 3.5. **Harmony and Appearance.** The Committee shall have the right of final approval of the exterior appearance of all Residences including the harmony of the architectural design with the other Residences within Keys Gate, including but not limited to, the quality and appearance of all exterior building materials.
- 3.6. **Architect.** All Residences in Keys Gate shall be designed by a registered architect.
- 3.7. **Entrances.** The minimum front, side and rear setback and minimum square footage for all Residences in Keys Gate shall be as required by the Miami-Dade County Zoning Code. Where condominiums permit, the Committee, at its sole discretion, may require larger setbacks.
- 3.8. **Type.** No building shall be erected, altered, placed or permitted to remain on any residential Lot other than a Residence. Unless approved by the Committee as to use, location and architectural design, no garage, tool or storage room, playhouse, screened enclosure, greenhouse, cabana, shelter canopy, or carport canopy, may be constructed separate and apart from any residential building, nor can such structure(s) be constructed prior to construction of the main residential dwelling.
- 3.9. **Exterior Color Plan.** The Committee shall have final approval of all exterior color plans including materials, and each Owner must submit to the Committee, a color plan showing the color of all exterior surfaces which shall include samples of the actual colors to be utilized and the materials. The Committee shall determine whether the color plan and materials are consistent with the Residences in the surrounding areas and that they conform with the color scheme of Keys Gate. The color plan must be submitted prior to construction or repainting. The Committee, at the direction of Association, reserves the right, and is hereby given the right, to determine that any building in Keys Gate is in need of exterior painting. In the event the determination is made that a building requires exterior painting, the Committee shall give the Owner(s) of such building notice of such determination which notice shall be accompanied by the demand that such Owner(s) must comply with such demand within forty-five (45) days after the mailing of such notice. In the event such Owner(s) fail to comply with such notice and demand, the Committee shall have the right, but not the obligation, to cover the cost of such exterior painting including, without limitation, an administrative fee equal to the greater of \$50.00 or fifteen

percent (15%) of the cost of the work. Association shall have full lien rights against the Lot as set forth in the Declaration.

- 3.10. **Roofs Eaves and Gables.** All roofs, including the replacement of all or any part of a roof, must be approved by the Committee. All required heat and plumbing vents shall not penetrate the roof on the road-side of the building unless determined to be absolutely necessary by the Committee. In all events such vents and roof edge flashing shall be painted the same color as the roof. A sample of the material to be used, including the color of the material, must be submitted with the application of approval of a roof or for the replacement of a roof with any material other than the existing material. Asphalt shingles shall be permitted. All roofs are to be maintained free of any leaks, mold or damage. In the event that tile or shingle damage due to wind or a storm occurs, it is the Owner's responsibility to fix the damage as soon as possible except for Arbor Park or any condominium building within Keys Gate. Owners are required to maintain the cleaning of their roof except for Arbor Park or any condominium building within Keys Gate. The cost of pressure washing the roof will be at the Owner's expense except for Arbor Park or any condominium building within Keys Gate.
- 3.11. **Window Frames.** Window frames other than wood must be either anodized or electronically painted and white in color. If a window frame is steel, the color should be in harmony with the exterior. No mill finish aluminum color will be allowed. Wood frames must be painted, sealed or stained.
- 3.12. **Front, Rear and Side Facades.** The treatment of the rear and side façade will be similar to that of the front elevations of the Residence and similar materials will be used.
- 3.13. **Garages.** No carports will be permitted unless approved by the Committee. If a Residence will not have a functioning garage, as herein permitted, the façade of the garage shall comply with the applicable provisions of this Section. Garage doors may be changed to have embossed facing and shall contain lights only in the upper panels of the garage door. All garage doors must be color compatible with the Residence exterior. In the event that the Committee approves an Owner's application for the conversion of a garage, such conversion shall not, in any manner, interfere with parking.
- 3.14. **Signs.** The following signs shall be permitted:
 - 3.14.1. Such signs as Association shall establish as being necessary for purposes or orientation, directional, or traffic control.
 - 3.14.2. Such signs as are presently authorized to developers and builders until such time as the Lots are sold.

- 3.14.3. A realtor may place one (1) for-sale sign in the front yard of the Residence without prior approval from the Committee. Once the Residence is sold, such sign shall be removed immediately. Sign will be no larger than one (1) square foot.
- 3.14.4. A pool builder may place a sign as needed for permit purposes during construction of a pool. Such signs shall be removed immediately upon completion of construction.
- 3.14.5. No sign of any kind shall be displayed to the public view in Keys Gate, nor on the Common Areas, nor on entryways or on any vehicles within Keys Gate, except such as are placed by Declarant, the Golf Club or their affiliates, unless approved by the Committee. Posting of notices require prior approval of Management and must be posted in designated areas only.
- 3.15. **Holiday Lighting.** Holiday lights may be put up on Residences within Keys Gate so long as the lights do not create a nuisance (e.g. unacceptable spillover to adjacent lot or excessive traffic) and as set forth in the Declaration. In no event shall holiday lights remain on any portion of the outside of a Residence and/or Lot for longer than thirty (30) days following the end of a holiday.
- 3.16. **Games, Play Structures and Recreational Equipment.** No basketball backboard, swing set, gym, sand box, nor any other fixed game or play structure, platform, dog house, playhouse or structure of a similar kind or nature shall be constructed in the front yard of any Lot. Such structures, however, shall be permitted to be constructed in the rear yard of any Lot with the prior written approval of the Committee. Use of portable basketball hoops shall be permitted in the front yard of Residences in neighborhoods other than Towngate, provided that such portable basketball hoops are immediately stored away after each use. Additionally, notwithstanding the foregoing, swing sets shall be permitted in the rear yards of Residences with an enclosed fence within East Lake, Keys Landing, Fairways, Dunwoodie, Shores and Palm Isles. All equipment must be maintained and kept in good condition.
- 3.17. **Tennis Courts.** No tennis courts shall be permitted.
- 3.18. **Temporary Structures.** Except as may be approved or used by Declarant during construction and/or sales periods, no structure of a temporary character, trailer, basement, tent, shack, garage, barn, mobile home, recreational vehicles, or other building shall be used on any Lot at any time as a Residence either temporary or permanently. Without limiting the foregoing, no structures of a temporary character shall be kept on any lot or Common Area, including streets, within Keys Gate at any time or used at any time as a Residence, either temporarily or permanently, however, that the Association may use or authorize the use of tents and similar equipment for temporary functions such as parties.

- 3.19. **Gas Containers.** No gas tank, gas container or gas cylinder shall be permitted to be placed on or about the outside of any Residence or on or about any ancillary building, except for one (1) gas cylinder, not to exceed twenty (20) lbs. capacity, connected to a barbecue grill and such other tank designed and used for household purposes as shall be approved by the Committee.
- 3.20. **Window Air Conditioning.** No window or wall air conditioning units shall be permitted.
- 3.21. **Mailboxes.** No mailbox, paperbox, or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected on any Lot unless approved by the Committee. Declarant reserves the right, to be exercised at its option, to provide each Residence with a wall receptacle to be attached to the Residence for the receipt of mail. Each Owner, at the request of the Committee, shall replace the boxes or receptacles previously employed for such purpose with the wall receptacles and attach them to the Residences.
- 3.22. **Utility Connections.** Building connections for all utilities, including, but not limited to, water, electricity, telephone, and television shall be run underground from the proper connecting points to the building structure in such a manner to be acceptable to the governing utility authority. No exposed wiring on the exterior of a structure will be permitted other than originally installed by Declarant. Easements for installation and maintenance of utilities and cable television and other lines, systems and equipment are reserved as shown on the recorded plats covering Keys Gate and as thereafter modified. The area of each Lot covered by an easement and all improvements in the area shall be maintained continuously by either the owner of the Lot or by the Association depending on the Neighborhood, except as provided herein to the contrary and except for installation for which a public authority or utility company is responsible. The City of Homestead, Florida, Florida Power & Light Company, Southern Bell Telephone and Telegraph Company, City Gas Company of Florida, Declarant and its affiliates, and their successors and assigns, shall have a perpetual easement for the installation and maintenance, of water lines, sanitary sewers, storm drains, and electric and telephone lines, cable and conduits, under and through the utility easements as shown on the plats. Declarant shall have exclusively a perpetual easement for the installation and maintenance of cable and community antennae radio and television lines. Any damage caused to pavements, driveways, drainage structures, sidewalks, or other structures in the installation and maintenance of utilities shall be promptly restored and repaired by the utility whose installation or maintenance caused the damage. All utilities within Keys Gate, whether in street rights of ways or utility easements, shall be installed and maintained underground, unless approval for above ground installation is received from the Committee, and such approval above ground installations on a temporary basis.
- 3.23. **Antenna.** All outside antennas, antenna poles, antenna masts, electronic devises, satellite dish antennas, or antenna towers are subject to the prior written approval of the Committee. The Committee may require that all such items be screened from

view and that the installation of the antenna comply with all applicable safety restrictions, including any restrictions as to location and height of antenna as imposed by applicable fire codes, electrical codes, zoning codes, and building codes. An approved flagpole may not be used as an antenna.

3.23.1. Notwithstanding any provision herein to the contrary, unless the Committee disapproves the following proposed improvements within fifteen (15) days after the Committee receives written request for such approval, the following requests shall be deemed approved by the Committee:

3.23.1.1. Installation of an antenna designed to receive direct broadcast satellite services, video-programming services via multipoint distribution services, and/or television broadcast services.

3.23.1.2. Installation of a satellite earth station antenna that is one (1) meter or less in diameter.

3.24. **Flags.** No flag or banner shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of Keys Gate that is visible from the outside without the prior written approval thereof being first had and obtained by the Committee as required by these Community Standards. No in-ground flag poles, except as Declarant may use, shall be permitted within Keys Gate, unless written approval of the Committee is obtained. Notwithstanding the following, flags which are no larger than 24" x 36", attached to a Residence and displayed for the purpose of a holiday, shall be permitted without Committee approval. In addition, American flags are permitted at all times.

3.25. **Additions.** Rain water from new construction, new roof or changed grading must not run on neighboring property as to create a nuisance. The location of all windows in a new construction must not adversely affect the privacy of adjoining neighbors. Additions must comply with all City of Homestead and Miami-Dade County Regulations. Plans and specifications showing the design and location of the additions are subject to the review and approval of the Committee. Each Owner is responsible for maintaining established drainage patterns on the Lot comprising the Residence so as not to adversely affect drainage in any other portion of Keys Gate.

3.26. **Awnings.** Awnings are only permitted at the rear of Residences. All awnings and shutters must be approved by the Committee and must be color compatible with exterior of the Residence. Bahama Shutters are not permitted. Notwithstanding the foregoing, any front awnings approved by the Board prior to the adoption of these Community Standards shall be permitted to remain.

3.27. **Doors.** The replacement of exterior doors must be color compatible with the exterior of the Residence. All exterior entrance doors must be compatible with the Neighborhood and approved by the Committee.

- 3.28. **Glass Block.** The use of glass block on an existing Residence, or the use of glass block in an addition to an existing Residence, or the use of glass block in the construction of a new Residence, will be limited to use on sides or rear of the Residence and shall not be used in front of the Residence.
- 3.29. **Storage Sheds.** All storage sheds are prohibited.
- 3.30. **Gutter and Solar Collections.** All gutters must be white in color. Gutter down spouts must not concentrate water flow onto neighboring properties. Solar collectors must not be installed so as to be visible from the street.
- 3.31. **Hurricane Shutters.** All hurricane shutters must conform to the City of Homestead and Miami-Dade County standards. The type and style is subject to the review and approval of the Committee.
- 3.31.1. Hurricane Shutters may only be installed within seventy-two (72) hours of when a hurricane or tropical storm watch or warning is posted. Shutters must be removed or opened within seven (7) days from the passing of a storm or the removal of a hurricane watch or warning. At no other time may shutters be up or closed.
- 3.31.2. Seasonal residents may leave their hurricane shutters closed May through November only as long as the property manager is notified in writing. Such residents are required to secure the exterior of the Residence by removing any unsecured items including but not limited to patio furniture, flower planters, lawn ornaments, garden statues and benches. The shutters must be opened upon return to the residence, regardless of the month.
- 3.32. **Reflective Materials.** No building shall have any aluminum foil placed in any window or glass door or any reflective materials (except standard window treatments) placed on any glass, except such as may be approved by the Committee for conservation purposes.
- 3.33. **Walkways.** Plans and specification showing the location of new or modified walkways are subject to review and approval of the Committee.
- 3.34. **Concrete Patio Slabs.** Plans and specifications showing the location of new or modified patio slabs are subject to the review and approval of the Committee.
- 3.35. **Wood Decks.** Wood decks can be built on the side or rear of the Residence with the approval of the Committee. Plans and specifications showing the design and location of new or modified wood decks are subject to the review and approval of the Committee and are subject to all City of Homestead and Miami-Dade County code standards and ordinances, including code setbacks.

3.36. **Handicap Considerations.** Notwithstanding any other rule, regulation, or restriction, the Board of Directors shall make reasonable accommodations in the Rules and Regulations or restrictions if those accommodations may be necessary to afford a handicapped person equal opportunity to use and enjoy the common elements.

4. **Express Approval.**

4.1. **Approval.** Notwithstanding any provision herein to the contrary, unless the Committee disapproves one of the following proposed improvements within thirty (30) days after the Committee receives written request for such approval, the request shall be deemed approved by the Committee.

4.1.1. Repaint house exteriors and trims in the identical color previously approved by the Committee.

4.1.2. Resurface existing driveways in the identical color/material previously approved by the Committee.

4.1.3. Replace existing wood siding with the identical wood material previously approved by the Committee.

4.1.4. Replace existing screening with identical screening materials previously approved by the Committee.

4.1.5. Replace existing exterior doors with identical exterior doors previously approved by the Committee.

4.1.6. Replace existing roof with the identical roof material previously approved by the Committee.

4.1.7. Installation of hurricane shutters.

4.1.8. All references in this paragraph to "identical" shall mean that such item shall be replaced with an item that is identical in all respects to the existing item (i.e., the identical style, texture, size, color, type, etc.).

5. **Deviations.** No construction may commence until the final plans and specifications have been approved by the Committee. No deviations on the exterior of the Residence from the approved plans and specifications shall be permitted and the Committee may require work to be stopped if a deviation is discovered until the deviation is corrected. Association may withhold assurance of its Certificate of Compliance if the completed Residence deviates from the Committee approved plans and may take appropriate action against the responsible parties to require conformance to the Committee approved plans.

6. **Administrative Fees and Compensation.** As a means of defraying its expense, the Committee may institute and require a reasonable filing fee to accompany the submission

of the preliminary plans and specifications, to be not more than one fourth of one percent (1/4%) of the estimated cost of the proposed improvement, subject to a minimum fee of \$25.00. No additional fee shall be required for resubmissions. No member of the Committee shall be entitled to any compensation for services performed pursuant to these Community Standards. In addition, if special architectural or other professional review is required of any particular improvement, the applicant shall also be responsible for reimbursing the Committee for the cost of such review.

7. **Liability.** Notwithstanding the approval by the Committee of plans and specifications submitted to it or its inspection of the work in progress, neither the Committee, Declarant, Association, nor any other person acting on behalf of any of them, shall be responsible in any way for any defects in any plans or specifications or other material submitted to the Committee, nor for any defects in any work completed pursuant thereto. Each applicant submitting plans or specifications to the Committee, Association, and Declarant release the same from any and all claims resulting therefrom including reasonable attorneys' and paraprofessional fees and costs. The approval of any proposed improvements or alterations by the Committee shall not constitute a warranty or approval as to, and no member or representative of the Committee or the Board shall be liable for, the safety, soundness, workmanship, materials or usefulness for any purpose of any such improvement or alteration nor as to its compliance with governmental or industry codes or standards. By submitting a request for the approval of any improvement or alteration, the requesting Owner shall be deemed to have automatically agreed to hold harmless and indemnify the aforesaid members and representatives, and Association generally, from and for any loss, claim or damages connected with such aspects of the improvements or alterations.

8. **Construction by Owners.** The following provisions govern construction activities by Owners after consent of the Committee has been obtained:
 - 8.1. **Miscellaneous.** Each Owner shall deliver to the Committee copies of all construction and building permits when received by the Owner. Each construction site in Keys Gate shall be maintained in a neat and orderly condition throughout construction. Construction activities shall be performed on a diligent, workmanlike and continuous basis. Roadways, easements, swales, Common Areas and other such areas in Keys Gate shall be kept clear of construction vehicles, construction materials and debris at all times. No construction office or trailer shall be kept in Keys Gate and no construction materials shall be stored in Keys Gate subject, however, to such conditions and requirements as may be promulgated by the Committee. All refuse and debris shall be removed or deposited in a dumpster on a daily basis. No material shall be deposited or permitted to be deposited in any canal or waterway or Common Area or other Residences in Keys Gate or be placed anywhere outside of the Residence upon which the construction is taking place. No hazardous waste or toxic materials shall be stored, handled and used, including, without limitation, gasoline and petroleum products, except in compliance with all applicable federal, state and local statutes, regulations and ordinances, and shall not be deposited in any manner on, in or within the construction or adjacent property or

waterways. All construction activities shall comply with the foregoing, the Committee shall have the right, but not the obligation, to cause the boards and/or signs to be removed and to charged a Personal Assessment against the Owner to cover the cost of removal including, without limitation, an administrative fee equal to the greater of \$50.00 or fifteen percent (15%) of the cost of such removal.

- 8.2. **Required Lists.** There shall be provided to the Committee a list (name, address, telephone number and identity of contact person), of all contractors, subcontractors, materialmen and suppliers (collectively "**Contractors**") and changes to the list as they occur relating to construction. Each builder and all of its employees and Contractors and their employees shall utilize those roadways and entrances into Keys Gate as are designated by the Committee for construction activities. The Committee shall have the right to require that each builder's and Contractor's employees check in at the designated construction entrances and to refuse entrance to persons and parties whose names are not registered with the Committee.
 - 8.3. **Owner Responsibility.** Each Owner is responsible for insuring compliance with all terms and conditions of these provisions and of these Community Standards by all of its employees and Contractors. In the event of any violation of any such terms or conditions by any employee or Contractor, or, in the opinion of the Committee the continued refusal of any employee or Contractor to comply with such terms and conditions, after five (5) days notice and right to cure, the Committee shall have, in addition to the other rights hereunder, the right to prohibit the violating employee or Contractor from performing any further services in Keys Gate. Each Owner is responsible for repairing damage to Common Areas cause by such Owners or Contractors work activities.
 - 8.4. **Committee Standards.** The Committee may, from time to time, adopt standards governing the performance or conduct of Owners, Contractors, and their respective employees within Keys Gate. Each Owner and Contractor shall comply with such standards and cause its respective employees to also comply with same. The Committee may also promulgate requirements to be inserted in all contracts relating to construction within Keys Gate and each Owner shall include the same therein.
9. **Inspection.** There is specifically reserved to Association and Committee and to any agent or member of either of them, the right of entry and inspection upon any portion of Keys Gate for the purpose of determination whether there exists any violation of the terms of any approval or the terms of this Declaration or these Community Standards.
 10. **Violation.** If any improvement shall be constructed or altered without prior written approval, or in a manner which fails to conform with the approval granted, the Owner shall, upon demand of Association or the Committee, cause such improvements to be removed, or restored until approval is obtained or in order to comply with the plans and specifications originally approved. The Owner shall be liable for the payment of all costs of removal or restoration, including all costs and attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, incurred by Association or Committee. The

costs shall be deemed a Personal Assessment and enforceable pursuant to the provisions of the Declaration. The Committee and/or Association is specifically empowered to enforce the architectural and landscaping provisions of the Declaration and these Community Standards by any legal or equitable remedy.

11. **Court Costs.** In the event that it becomes necessary to resort to litigation to determine the propriety of any constructed improvement or to cause the removal of any unapproved improvements, Association and/or Committee shall be entitled to recover court costs, expenses and attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, in connection therewith.
12. **Exemption.** Notwithstanding anything to the contrary contained in these Community Standards, any improvements of any nature made or to be made by Declarant or its nominees, including, without limitation, improvements made or to be made to the Common Areas or any Residence, shall not be subject to the review of the Committee, Association, or the provisions of these Community Standards.
13. **Supplemental Exculpation.** Declarant, Association, the directors or officers of Association, the Committee, the members of the Committee, the Board, the members of the Board, or any person acting on behalf of any of them, shall not be liable for any cost or damages incurred by any Owner or any other party whatsoever, due to any mistakes in judgment, negligence, or any action of Declarant, Association, Committee, the Board, or their members, offices, or directors, in connection with the approval or disapproval of plans and specifications. Each Owner agrees, individually and on behalf of its heirs, successors and assigns by acquiring title to a Residence, that it shall not bring any action or suit against Declarant, Association or their respective directors or officers, the Committee or the members of the Committee, or their respective agents, in order to recover any damages caused by the actions of Declarant, Association, or Committee or their respective members, officers, or directors in connection with the provisions of this Section. Association does hereby indemnify, defend and hold Declarant and the Committee, and each of its members, officers, and directors harmless from all costs, expenses, and liabilities, including attorneys' fees and paraprofessional fees at all levels including appeals, of all nature resulting by virtue of the acts of the Owners, Association, Committee or their members, officers, and directors. Declarant, Association, its directors or officers, the Committee or its members, the Board or its members, or any person acting on behalf of any of them, shall not be responsible for any defects in any improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.
14. **Driveway Construction.** All Residences shall have a driveway of stable and permanent construction on an approved base. Prior approval for other materials must be obtained from the Committee. A sample of the requested material to be used must be submitted at the time of application change. All requests for the extension or modification of a driveway must be submitted to the Committee with an application. These rules pertaining to driveways shall also pertain to walkways and private cart paths. Decorative coatings on

driveways, sidewalks and entryways may be allowed provided the layout, design, color and materials are approved in advance by the Committee. Driveways are not permitted to be widened unless approved by the Committee.

15. **Driveway Maintenance.** Driveways must be kept weed free, clean of oil spills and stains at all times. This may require the Owner to pressure clean or treat the driveway for weeds as needed at their expense.
16. **Ornamental Iron Security Grills.** Exterior front entrance grills are permitted. The design and color is subject to the review and approval of the Committee.
17. **Fences and Walls.** No fence or walls shall be constructed on any Residence without the prior approval of the Committee. The Committee shall require the composition and color of any fences or walls to be consistent with the material used in the Residence, surrounding Residences and other fences, if any. The finished side must face out. The use of landscape maintenance is the responsibility of the Owner. Notwithstanding any of the fence restrictions contained herein, fence restrictions for Lots that abut Palm Avenue shall be determined at a later date. The Committee may withhold its consent for the installation of any fence or wall that does not meet the following minimum standards:
 - 17.1. **Sides of Residence.** Maximum six (6) feet high wood (natural wood, white or other color approved by Committee), shadowbox, stockade or green vinyl fence.
 - 17.2. **Rear Lake Front.** Maximum four (4) feet high. No color other than white aluminum or green vinyl chain link fence.
 - 17.3. **Rear Non-Lake Front.** Maximum six (6) feet high wood (natural wood, white or other color approved by Committee), shadowbox, stockade or green vinyl fence.
 - 17.4. **Lots on Golf Course.** Maximum four (4) feet high picket fencing. Fences running along either side of Residence require a minimum front setback of fifteen (15) feet. Fences are only permitted to run along property line.
 - 17.5. **Lots Not on Golf Course or Waterfront.** Maximum six (6) feet high wood, shadowbox or stockade fence. Fences running along either side of Residence require a minimum front set back of fifteen (15) feet. Fences are only permitted to run along property line.
 - 17.6. **Lots on Lakes and Along Power Lines.** Maximum six (6) feet high wood or shadowbox fence along side of Residence. Maximum four (4) feet high green vinyl chain link fence along rear property line. Fences running along either side of Residence require a minimum front setback of fifteen (15) feet. Fences are only permitted to run along property line and shall not encroach onto any Common Areas or easements.

- 17.7. **Lots not on Lakes or Along Power Lines.** Maximum six (6) feet high wood, shadowbox or stockade fence along side of Residence. Maximum six (6) feet high wood shadowbox or stockade fence along rear property line. Fences running along either side of Residence require a minimum front setback of fifteen (15) feet. Fences are only permitted to run along the property line and shall not encroach onto any Common Areas or easements.
- 17.8. **Hedging in Lieu of Fencing.** Hedges must at all times be properly maintained and may not exceed four (4) feet in height. Hedges running along either side of Residence require a minimum front setback of fifteen (15) feet. Hedges are only permitted on the property lines. The choice of plant to be used in hedges requires the prior written approval of the Committee.
- 17.9. **Corner Lots by Common Areas.** Maximum six (6) feet high wood, shadowbox or stockade fence. Fences running along either side of Residence require a minimum setback of fifteen (15) feet and must be equal distance from both sides of the Residence. Double gates are prohibited. Approved landscaping must be placed in front of fence where there is no gate.
- 17.10. **Corner lots by Sidewalk Areas.** Maximum six (6) feet high wood, shadowbox or stockade fence. Fences running along either side of Residence require a minimum setback of fifteen (15) feet and must be equal distance from both sides of the Residence. Finished side must face out. Double gates are prohibited. Approved landscaping must be placed in front of fence where there is no gate. A two (2) foot setback from the sidewalk is required to allow for planting of approved shrubbery.
- 17.11. Notwithstanding the foregoing, the Committee, in their sole discretion, may require new fencing match adjacent neighbor fencing. Exceptions to the above may be permitted by the Committee due to the unique location of the Residence.
18. **Swimming Pools.** Any swimming pool to be constructed on any Lot shall be subject to the requirements of the Committee, which include, but are not limited to, the following:
- 18.1. Composition to be of material thoroughly tested and accepted by industry for such construction.
- 18.2. The placement of all pools must satisfy or exceed established City of Homestead and Miami-Dade County setback and easement requirements in effect at the time of construction.
- 18.3. For Lots located in North Gate and Augusta Greens Neighborhoods, screen enclosures shall not extend beyond the pool/patio area filled with concrete.
- 18.4. Pools in North Gate, Shores, Eastlake, Dunwoodie, Keys Landing, and Fairways Neighborhoods may be enclosed by a screen enclosure or fence to the property boundaries so long as easements and setback requirements are observed and

proper access is provided. In all other Neighborhoods, no pool area may be screened beyond a line extended and aligned with the side walls or rear walls of the Residence unless approved by the Committee.

- 18.5. Screening may not extend beyond front entry facia.
- 18.6. All screen enclosures shall match the white aluminum window extrusions. All screening must be gray in color and all metal support members, kickplates and doors must be white in color.
- 18.7. The screening system, including roofing, must be approved by the Committee, all pools must be enclosed by a screen enclosure or fence in accordance with all laws and the City of Homestead and Miami-Dade County building and zoning codes.
- 18.8. Location of badminton courts must be approved by the Committee.
- 18.9. No lighting of a pool or other recreation area shall be installed without the approval of the Committee, and if allowed shall be designed for recreation character so as to buffer the surrounding Residences from the lighting.
- 18.10. All applications for the installation of a swimming pool must be accompanied with a certified survey of the Lot dated no later than ninety (90) days preceding the application and the proposed pool and a building permit. The approval of the Committee is contingent upon receipt of the approved building permit. The pool must comply with all applicable setback requirements.
- 18.11. Jacuzzis and gazebos are permitted in the rear yards, or to be placed on a porch provided such porch is located in the rear of the Residence, of Residences within North Gate, Fairways, Augusta Greens, Eastlake, Dunwoodie, Keys Landing, Shores and Palm Isles Neighborhoods, subject to prior written approval of the Committee and must be maintained to community standards.
- 18.12. Pool filter and heating equipment must be placed out of view of neighboring properties and the noise level to neighboring properties must be considered in locating equipment. The need to minimize noise may be necessary at the discretion of the Committee. The need to screen/conceal equipment may be necessary.

19. **Landscaping Criteria.** Basic landscaping plans for each Residence or the modifications to any existing landscaping plan must be submitted to and approved by the Committee. All landscaping must be installed as to fit in with neighboring properties. The Committee may reject the landscape plan based upon its review of its overall design and impact. Such landscaping plan must detail the location of beds and planting materials. In certain planting of dangerous plants or plants resulting in unusual or excessive debris will not be permitted. No landscaping shall be removed without the prior written approval of the Committee. Each Owner is solely responsible for compliance with landscaping and City of Homestead and Miami-Dade County building and zoning codes. The enhancement of a Lot with an

alternate type of grass or with additional trees or shrubs is subject to approval by the Committee.

19.1. Owners are not permitted to change or alter any landscaping on their property, unless they are adding annuals in designated landscape beds which are not in the way of routine landscape maintenance.

19.2. A current list of approved plants and those that are not permitted to be planted in Keys Gate are located at the back of the manual.

19.3. All yards are to be maintained by Owners on a regular basis. This includes but is not limited to weed control and edging, including street edging. Owners are also responsible for the maintenance of swales and set back areas.

19.4. The enlargement, relocation or addition of planting beds in the yard shall be permitted if approved by the Committee provided:

19.4.1. The installation of fruit trees is in the rear of the property.

19.4.2. The planting of hedges and shrubs provided the following guidelines are adhered to:

19.4.2.1. Shrubs next to driveway are to be maintained at a height so that they do not become a visible barrier for vehicles.

19.4.2.2. No artificial grass, plants, rocks or other landscaping devices with the exception of approved borders shall be placed on the exterior portions on any Lot.

19.4.2.3. Decorative garden gravel is permitted in landscaping area with prior Committee approval.

20. **Landscaping Removal.** The removal of existing foundation plantings in front of a home is permitted if approved by the Committee provided that the replacement plants are to be similar in size and planting design to the original. Alternative plants are acceptable if approved in advance by the Committee.

21. **Border Material.** Is permitted if approved by the Committee. Such material may not exceed two (2) feet in height and the maintenance and proper installation of the border is the responsibility of the Owner.

22. **Lattice Work and Vines.** Is permitted according to design, placement, and plant selection and Committee approval. Must be maintained and secured (bolted) or removed in the event of a storm or hurricane. Any structure landscaping material that is erected on or near the Residence that would impede the painters from easily accessing the property is not permitted.

23. **Mailbox Landscaping.** No plantings are permitted around the mailbox without Committee approval and must be meticulously maintained as not to over-whelm the mailbox or to interfere with delivery. Mailboxes are to remain white in color and undecorated, unless otherwise approved of by the Committee.
24. **Exterior Lighting.** Exterior Lighting must be approved by the Committee and the following guidelines must be adhered to:
- 24.1. The location and type of lighting will not interfere with Owner's neighbor's enjoyment of their property.
 - 24.2. Garden lighting is permitted; however, the lighting must be installed only inside the landscaping beds. The lawn maintenance company will not be responsible for any damage that may occur in the process of maintaining the property.
 - 24.3. In ground light poles located at the front of the property must be approved by the Committee according to selection, conformity, height, and style of home.
 - 24.4. Novelty light fixtures are prohibited.
25. **Lawn Decorations.** All lawn decorations must be approved by the Committee. All lawn decorations must be removed in the event of high winds or hurricanes.
- 25.1. Fountains and ponds are not permitted in the front of the property or the side yards that are visible from the street. Birdbaths are permitted; however, they must be located in the rear of the property.
 - 25.2. Garden statues, lawn ornaments, or similar items are permitted to be displayed in the front of the property provided that there are no more than four (4) in total and the maximum height is not to exceed two (2) feet.
 - 25.3. Each property may display up to two (2) chairs or one (1) garden bench on the porch provided that they are of reasonable dimension and well maintained. Appropriate measures must be taken to remove them in the event of high winds.
 - 25.4. Potted plants are permitted provided:
 - 25.4.1. A total of four (4) potted plants may be displayed at the entryway, front walk way or driveway.
 - 25.4.2. The pots must coordinate in size, style, and color with the house and the size must be appropriate to the location of where they are being placed.

- 25.4.3. The pots must contain living plants. The plants are to be maintained in a healthy condition and the pots are to be kept weed free. No artificial plants or flowers are permitted.
- 25.4.4. Appropriate measures must be taken to remove potted plants in the event of high winds.
- 25.4.5. Potted plants are not to be placed in the front yard landscaping beds.
- 25.4.6. The location of the pots does not impede access to the yard by the lawn maintenance crews.
- 25.4.7. Window flower boxes are permitted. They must be the same color as the body of the house or trim. The size is to be proportionate to window size and mounted correctly.

26. Neighborhood Specific Community Standards.

26.1. North Gate.

26.1.1. Fence Restrictions.

26.1.1.1. **North Gate Estates Fence Restrictions.** Florida design communities allowed certain fences to be installed (generally where three (3) Lots are combined into two (2)). No other fences will be permitted in North Gate, regardless of design or material. These fences can be a maximum of four (4) feet high, must be green chain link in material and should be appropriately landscaped. Fences are limited to and shall not extend beyond the pool/patio area filled with concrete.

26.1.1.2. **North Gate Single Family.** No fences permitted.

26.1.1.3. **North Gate Villas.** No fences permitted.

26.1.2. **Wood Decks.** No wood decks are permitted.

26.1.3. **Lattice Work and Vines.** Lattice work and vines are not permitted.

26.1.4. **Approved Plant Material.** Notwithstanding the Committee list of approved plant material that appears below, the following are not permitted within North Gate:

26.1.4.1. **Trees.** Mahogany, Orchid, and Gumbo Limbo.

26.1.4.2. **Palms.** Coconut.

26.1.4.3. **Shrubbery and Hedges.** Plumbago, Carissa, Bird of Paradise.

26.1.5. No swing sets or play equipment are allowed in yards.

26.1.6. Window flower boxes are not permitted.

26.2. **Augusta Greens I.** Above ground pools are prohibited.

26.3. **Augusta Greens II.** Above ground pools are prohibited.

26.4. **Dunwoodie.** Above ground pools are prohibited.

26.5. **Fairways.** Above ground pools are prohibited.

26.6. **The Shores.**

26.6.1. **Awnings.** Awnings must be retractable or removable.

26.6.2. **Exterior Decorations.** Decorations on the exterior of Residences are not permitted unless they have been approved by the Committee.

26.6.3. Ornamental iron security grills are not permitted.

26.6.4. Above ground pools are prohibited.

26.6.5. Fountains are permitted provided that they are four (4) feet in height.

26.6.6. Benches and chairs are not permitted in the landscape beds around the front lawn.

26.7. **Towngate.**

26.7.1. No satellite dish, antenna, antenna pole, antenna mast, electronic devices, satellite dish antennas, or antenna towers are permitted to be attached in any manner to the outside of the building.

26.7.2. Awnings shall not be permitted.

26.7.3. Glass blocks shall not be permitted.

26.7.4. No Owner shall paint the exterior of any building.

26.7.5. No Owner shall resurface any existing driveway.

26.7.6. No Owner shall replace any existing siding.

26.7.7. No Owner shall replace the existing roof.

26.8. **Keys Landing.**

26.8.1. **Fence Restrictions.** Fences must be exactly four (4) feet in height with two (2) inch main posts every five (5) feet with three-quarter (3/4) inch decorative white posts in between the main posts spaced as set forth by Miami-Dade County code. The fence must be white in color and aluminum in material.

27. **Conflicts.** In the event there is a conflict between these Community Standards and the Declaration, the Declaration shall prevail.

**Keys Gate Community Association, Inc.
Architectural Control Committee
List of Approved Plant Material**

To aid property owners who may be considering adding to or changing their existing exterior landscaping, the Committee has pre-approved the following list of plant materials for use in Keys Gate. Other types of plant materials may be permitted by the Committee. All requests must be approved by the Committee.

COMMON NAME

APPLICATION & COMMENT

TURF

St. Augustine (Flortam)

Only type of turf allowed

TREES

Shady Lady
Yellow Tabebuia
Bottlebrush

Front yard or street tree
Front yard or street tree
Used in berms and within side hedges

Pink Tabebuia
Loguat
Mahogany
Orchid
Sea Grape
Pongam
Gumbo Limbo
Satin Leaf
Ligustrum

General use in yards
General use in yards
Good street, marginal yard tree
Front yard or street tree
Used in berms and side hedges
General use in yards
General use in yards
General use in yards
General use in yards

PALMS

Alexander
Canary Date
Cuban Royal

General use in yards
General use in yards
For use on main road only

Queen
Roebelleni
Christmas
Sable
Coconut
Foxtails

General use in yards
General use in yards
General use in yards
General use in yards
General use in yards
General use in yards

COMMON NAME

APPLICATION & COMMENT

SHRUBBERY AND HEDGES

Coco-plum	Generally used in hedges
Sea-grape	Generally used in hedges
Nora Grant Ixora	Generally used in hedges
Ficus Hedge	Used for property line hedges
Star Jasmine	Generally used in hedges
Downy Jasmine	Generally used in hedges
Pitanga (Surinam Cherry)	Used in yards
Plumbago	Generally used in hedges
Carissa hedges	Used around buildings and
Zanadu (dwarf Philodendron)	Used in yards and street corners
Bird of Paradise	Used in yards
Indian Hawthorn	Used in hedges
Silver Buttonwood	Used in hedges
Arbicola	Used in hedges
Viburnum	Used in hedges
Green Island Ficus	Used in hedges

GROUND COVERS

Asparagus Fern	Used in yard beds and walls
Lantana	Used in yard beds and walls
Peanut Plant	Used in yard beds and walls

OTHER

Pentas	Used in yard beds and walls
Croton	Used in yard beds and borders
Lirope	Used in yard beds and walls
Cronum Lillies	Used in yard beds and walls

NOT PERMITTED IN KEYS GATE

Ficus Benjamina Tree	Black Olive Tree
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