
ARCHITECTURAL REVIEW COMMITTEE

Guidelines

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SECTION: 1 – ARCHITECTURAL REVIEW COMMITTEE (“ARC”)

The ARC’s primary purpose is to ensure that any changes or additions are consistent with the community’s overall design and aesthetics. These Guidelines have been established to achieve that goal.

Please refer to the Heritage Cove website (www.HeritageCove55.com), under the ARC tab for the GUIDELINES, forms, paint colors and additional information.

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ARC Charter
ARC Guidelines
ARC Review Form
ARC - HOA - Adjacent Homeowners Agreement
Air-Conditioning Line Sets
Pool, Patio & Other Major Construction Requirements
Single Family Homes Approved Paint Colors-Certificate of Recording
Single Family Homes Newly Approved Paint Colors
Single Family Homes Color Copy of Approved Paint Colors
VL1H Covenants Running with the Land (Solar Tubes)
VL2H Covenants Running with the Land (Solar Tubes)
ARC Protected Species List

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SECTION: 1.1 – ARCHITECTURAL REVIEW COMMITTEE CHARTER

1. The Architectural Review Committee (“ARC”) shall review all proposals for work which materially alters the external appearance of any living unit, lot or common area prior to any work being done.
2. Such work includes, but is not limited to: landscaping, exterior colors, skylights, storm screens and shutters, screen enclosures, garage screens, roofs, satellite dishes, air-conditioning units, air-conditioning line replacements and solar panels.
3. All proposals shall first be approved by a Neighborhood Association Board Member. The ARC shall respond in writing to all written proposals within 30 days
4. The ARC shall consist of five (5) persons. The following Associations shall be represented by one (1) person:
 - A. Heritage Cove I Homeowners Association.
 - B. Heritage Cove II Homeowners Association.
 - C. Terraces I through VIII at Heritage Cove Associations.
 - D. The Villas I at Heritage Cove Association.
 - E. The Villas II at Heritage Cove Association.
5. The ARC will review specifications for living unit additions and/or modifications on a case-by-case basis. Each neighborhood association may decide which of these additions are acceptable. Currently specifications are established for air-conditioning underground line replacement, driveway/walkway coatings, fencing, garage doors/screens, hurricane shutters, landscape, mailbox uniformity, paint colors, pool/patio and other major construction projects and solar tubes.
6. If a living unit owner appeals an ARC decision to the Board of Directors, the ARC shall provide the Board with the details supporting the decision.

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SECTION: 2.0 – LIST OF CHANGES REQUIRING ARC APPROVAL

*Homeowners MUST refer to their specific governing Documents
before making any exterior changes to their unit.*

The following changes (but not limited to) must be approved by an officer of the individual Association Board and the ARC before work can begin.

LANDSCAPING:

- Change Design of Flower Bed
- Curbing
- Flower Pots and Yard Art
- Landscaping
- Ornamentals (Removal, Replace, New)
- Tree and Shrubs (Removal, Replace, New)

EXTERIOR of BUILDING – INCLUDES LANAI or ENTRY:

- Any Additions to outside of Unit / Changing the Footprint
- Air-Conditioning Line Replacement
- Doors/Sliders
- Driveway / Walkway Coating
- Enclosure
- Fencing
- Garage Door
- Garage Door Screen
- Generators
- Gutters / Downspouts
- Hurricane Shutters
- Landscaping Lights / Spotlights
- Mailboxes

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SECTION: 2.0 – LIST OF CHANGES REQUIRING ARC APPROVAL

Paint / Paint Colors
Pavers
Pool / Patio or Major Construction Changes
Roof Color or Material Changes
Screening
Shutters (Decorative)
Solar Lights
Solar Panels
Solar Tubes
Tile
Weather Panels
Windows

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SECTION: 2.1 – AIR CONDITIONING UNDERGROUND LINE REPLACEMENT (Condos Only)

When an underground air-conditioning line needs replacing, refer to the Heritage Cove website, under the ARC tab for documents. At the bottom of the “forms” list is: “Air Conditioning Line Sets”. View this for specific schematics for each condominium unit (Ashbury=A, Brookside=B and Colonnade=C). Specifications for the Covers (also known as a “chase”) follow:

Brookside Interior Floor 1-3

- 3 covers – installed at the same time with cap on top; installation will occur when the first line set is replaced.
- Painted to match building and sealed on bottom.
- Roughly 5” x 10” x 30’.

Brookside Exterior Floor 1-3

- 3 covers – installed at the same time with cap on top; installation will occur when the first line set is replaced.
- Painted to match building and sealed on bottom.
- Roughly 5” x 10” x 30’.

Brookside Exterior, Interior 4th Floor and Colonnade 3rd Floor

- 3 covers – installed at the same time when the first line set is replaced.
- Painted to match building and sealed on bottom.
- Roughly 5” x 10” x 30’.

Colonnade Floor 1-2

- 4 covers – installed at same time with cap on top, installation will occur when the first line set is replaced.
- Painted to match building and sealed on end.
- Roughly 5” x 6” x 40’.

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SECTION: 2.1 – AIR CONDITIONING UNDERGROUND LINE REPLACEMENT (Condos Only)

Ashbury Units:

- 4 covers – installed at same time when the first line set is replaced.
- Painted to match building and sealed on bottom.
- Roughly 5" x 10" x 40'.
- Homeowner will be responsible for covers located in breezeway.

Heritage Cove roof penetration for 4th floors of Brookside.

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SECTION: 2.2 – DRIVEWAY – WALKWAY COATING

The approved coating for Villas is H&C Silicone Acrylic Concrete Stain Sealer, color: Bombay. The proper application of the coating is the responsibility of the Villa owner. Should the coating become unsightly due to peeling, cracking, discoloration, etc., the Villa owner is responsible for the repair and recoating of the failed area in a prompt and timely period.

Single-family homes' driveways and walkways vary widely in colors and textures. Coating colors should be compatible with the house colors or roof tiles. Homeowner responsibility is the same as noted above for Villas.

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SECTION: 2.3 – FENCING (Single-Family Homes Only)

Fencing may be placed around air conditioner compressor, pool heater units and generators but must first receive ARC approval. General guidelines follow:

- Fences should be constructed of white PVC.
- Fence material must allow for airflow through the walls. No solid fences are permitted.
- Fence posts must be secured in cement to restrict movement.
- Fence height must not exceed 6 ft. The distance parallel to the building and width will be determined by the homeowner's existing concrete pad.
- 811 must be called to mark buried utilities.
- If a homeowner locates any part of the fence within an easement area, the homeowner is responsible for resolving any issues that may rise.
- Fences cannot be used to hide the outdoor storage of trash/recycling containers, etc.

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SECTION: 2.4 – GARAGE DOORS / GARAGE DOOR SCREENS

GARAGE DOORS

Garage doors shall be white or match the house body color (not trim). All Villa garage doors shall be white.

GARAGE DOOR SCREENS

Villa screens shall be of a roll-down design. The color of the screen material and metal supports shall be white.

Single-family homes shall have a roll-down design. Screen material and metal supports shall be white or match the house color (not the trim color).

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SECTION: 2.5 – HURRICANE SHUTTERS

Shutters and their attachment shall be of metal or rigid plastic (example: GE Lexan) construction. Acceptable designs include power or manual roll-down shutters, manual accordion shutters and individual panel shutters installed in retaining channels or bolted to the wall. Rigid plastic panel shutters may be clear plastic. Shutters may be installed inside or outside of lanai enclosures. If mounted on the exterior, mesh (Kevlar-type) must be white. Mesh mounted on condo lanais shall be white or bone/tan due to their interior mounting. All frames shall be white.

Shutters for houses may be white or color to match house color (not the color of trim.) Shutters for Villas and Condos shall be white only.

Shutters must meet or exceed Miami-Dade specifications.

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SECTION: 2.6 – LANDSCAPE

Trees / Shrubs: Removal or Replacement

An ARC form is required if you wish to remove, replace or plant new trees or shrubs on your property. Please verify if your tree/shrub is "protected" by Lee County. See "Protected Tree List" under the ARC tab on the website.

- A permit may be required by Lee County if in fact your trees are on their Protected Tree List. That list can be found at: <https://www.leegov.com/dcd/es/trees/treelist>. You or your vendors are responsible for obtaining the permit if required.

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NOTE: In Lee County, native trees are protected from removal or abuse on development sites. This includes commercial, industrial, and subdivision sites. Here are some other things to know about protected trees in Florida:

- Trees that are located in conservation areas or historical sites are usually protected.
- Trees that are a certain size or age may be protected. For example, a live oak with a certain diameter at breast height is often protected.
- Mangroves, sea grapes, and some wetland vegetation are protected by law to protect Florida's water resources and shores.
- A permit is usually required to remove or significantly alter a tree on private property. However, there may be exemptions for trees that are dead, diseased, or hazardous.

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SECTION: 2.7 – MAILBOX UNIFORMITY (Single-Family Homes)

MATERIALS:

- Two (2) 15-ft. pieces 1/2 inch white nylon rope. Melt ends to stop fraying. Nylon rope can be purchased at Home Depot.
- Four (4) stainless steel wood screws.
- Gibraltar Green Mailbox – Elite Medium Size Galvanized Steel Post-Mount Mailbox. Dimensions: 6.92 inches W x 8.87 inches H x 20.05 inches D. If needed, Gibraltar Elite Medium mailbox is item #E1100G00; available on Amazon.
- Dynasty Marquee Behr Cavalry brown N220-7D Satin Finish exterior paint for posts.
- Dynasty Marquee Behr Messa Taupe PPU5-14M Satin Finish (Home Depot) exterior paint for address board.
- Black paint for house numbers.
- New posts if needed – 3 inch or 3-3/4 inch diameter by 8 ft. (can be purchased at Home Depot or any local fence company).

PROCESS:

- Remove old mailbox.
- Remove old rope.
- Clean or power wash posts.
- Let posts and address board dry for 24 hours.
- Repaint house numbers with black paint on both sides.
- Paint posts and mailbox platform with Cavalry brown paint.
- Paint address board with Messa taupe paint.
- Reattach mailbox.
- Wrap mailbox posts 9 times with 1/2 inch nylon rope. This will require two (2) 15 ft. sections of nylon rope. Separate top and bottom wrap of rope on posts by 13 inches.

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SECTION: 2.7 – MAILBOX UNIFORMITY (Single-Family Homes)

MAILBOX MAINTENANCE - POLISH / PAINT / REPLACE:

Owners must maintain their mailboxes as needed.

- Polish: Use a “cleaning” wax similar to Meguiar’s Cleaning Wax.
- Paint: Color match using Rust-oleum Professional High Performance Enamel “Hunter Green – 7538” spray paint.
- Replace: Gibraltar Mailboxes – Elite Medium Size Galvanized Steel Post-Mount Mailbox – in Green. Dimensions: 6.92 inches W x 8.87 inches H x 20.05 inches D.
- Gibraltar Elite Medium mailbox (item #E1100G00) is available on Amazon.

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SECTION: 2.8 – PAINT COLORS

All exterior painting of homes must receive ARC approval even if repainting the same color.

ARC-approved paint colors for the body and trim of single-family homes are found on the Heritage Cove website under the ARC tab. If a single-family home is currently painted a color not on the currently approved list, it cannot be repainted the same color. Any new color selected must be from the approved paint color list.

Actual paint chips are posted on the bulletin board in the Heritage Cove clubhouse.

APPROVED PAINT COLORS (12/16/2024)

BODY & TRIM				TRIM ONLY (***)
SW 7037 Balanced Beige	SW 6126 Navajo White	SW 7064 Passive	SW 6150 (*) Universal Khaki	SW 7039 Virtual Taupe
SW 6086 Sand Dune	SW 6119 Antique White	SW 7005 Pure White	SW 7038 (*) Tony Taupe	SW 6193 Privilege Green
SW 6100 Practical Beige	SW 6141 Softer Tan	SW 7014 Eider White	SW 7031 (*) Mega Greige	SW 6500 Open Seas
SW 6099 Sand Dollar	SW 6148 Wool Skein	SW 7056 Reserved White	SW 6101 (*) Sands of Time	SW 6228 Refuge
SW 0056 Classic Sand	SW 7036 Accessible Beige	SW 7035 Aesthetic White	SW 0052 (**) Pearl Gray	SW 6506 Vast Sky
SW 6085 Simplify Beige	SW 6142 Macadamia	SW 7030 (*) Anew Gray	SW 6212 (**) Quietude	SW 6499 Stream
SW 7711 Pueblo	SW 6164 Svelte Sage	SW 7017 (*) Dorian Gray	SW 2850 (**) Chelsea Gray	SW 6492 Jetstream
SW 6343 Alluring White	SW 6192 Coastal Plain	SW 6254 (*) Lazy Gray	SW 9553 (**) Allegory	
SW 6140 Moderate White	SW 6162 Ancient Marble	SW 7008 (*) Alabaster	SW 6199 (**) Rare Gray	
SW 6378 Crisp Linen	SW 6169 Sedate Gray	SW 7042 (*) Shoji White		
SW 6133 Muslin	SW 7029 Agreeable Gray	SW 6171 (*) Chatroom		

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SECTION: 2.8 – PAINT COLORS

Footnote:

SW = Sherwin Williams

(*) = Color added to "Body & Trim"; was previously "Trim" only

(**) = Color added

(***) = 2 Trim colors deleted: SW 6130/Mannered Gold & SW 6800/Something Blue

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SECTION: 2.9 – POOL, PATIO AND OTHER MAJOR CONSTRUCTION REQUIREMENTS

Along with the standard ARC form, this form also must be submitted.

Anyone contemplating any major construction, including but not limited to, a pool and/or patio-lanai expansion or any project that requires the use of heavy equipment such as excavators, large trucks and other motorized equipment, must follow this procedure:

1. Submit a written request to ARC with a detailed plan including the following:
 - a) An Architectural Request form approved by the Neighborhood Board,
 - b) Homeowners' acknowledgement of requirements,
 - c) A drawing and specifications of the project, including a site plan and Lee County required survey, showing the limits of disturbance, the dimensional setbacks to all property boundaries and environmental features, the location of all erosion control materials and any other environmental protection measures to be installed,
 - d) Confirmation that 811 has or will be called to mark buried lines,
 - e) The projected start (within 90 days) and completion date which must be within one year of the ARC approval,
 - f) The contractor's name, address, phone number, license and insurance,
 - g) The signed Adjacent Homeowners' Agreements (located on the Heritage Cove website under the ARC tab) authorizing right of way,
 - h) A Refundable \$5,000 deposit held in escrow with no interest to cover damages not repaired by the owner or contractor.

2. If applicable, all supplies, equipment, lanai frames delivered to the site must immediately be stored at the back of the property. Construction site must be left in an orderly manner at the end of each workday.

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SECTION: 2.9 – POOL, PATIO AND OTHER MAJOR CONSTRUCTION REQUIREMENTS

Along with the standard ARC form, this form also must be submitted.

3. Before the escrow deposit is returned to the owner, adjacent homeowners must provide a written release (available on the Heritage Cove website under the ARC tab) releasing the owner from any damages. Once the ARC receives these releases and a member from the local Board and ARC has visited the site, the escrow deposit will be returned, minus any expenses incurred from repairs not completed by the owner or contractor.

Tree Removal – In the event that any trees must be removed from your property for your pool, enclosure and/or other construction project to proceed, the following steps must be taken:

- Submit an ARC Request form stating the type of tree(s) that are to be removed; and, if protected, the type of replacement tree.
- A permit may be required by Lee County if in fact your trees are on their Protected Tree List. That list can be found at: <https://www.leegov.com/dcd/es/trees/treelist>. You or your vendors are responsible for obtaining the permit, if required.
- Upon project completion, the permit may require you to replace the removed trees by replanting an equal number of trees from the Lee County Protected list on your property. Tree replacement must also comply with the Heritage Cove's Development Plan.

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Note: Any changes to your initially approved ARC submittal form must be resubmitted.

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SECTION: 2.9 – POOL, PATIO AND OTHER MAJOR CONSTRUCTION REQUIREMENTS

Along with the standard ARC form, this form also must be submitted.

I/We acknowledge all of the above requirements and agree to abide by them.

Property Address: _____

Signature of Owner

Date

Signature of Owner

Date

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SECTION: 2.10 – SOLAR TUBES (Villas only)

Before installing a solar tube, Villa owners must first review their specific local association governing documents.

The approved style for Villas is the “Solatube” unit of either 10” or 14” in diameter. The exterior exposed portion of the unit is a clear plastic dome with appropriate flashing. Villa Owners are responsible for the maintenance of the entire unit and addressing any roof leaks caused by the unit or its installation.

Please complete the ARC submittal form along with the specific form on the Heritage Cove website, under the ARC tab:

- VL1H: Covenants Running with the Land – Owner Alterations / Improvements
Or
- VL2H: Covenants Running with the Land – Owner Alterations / Improvements

###

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ARCHITECTURAL REVIEW FORM

Please return completed form to:
Heritage Cove Community, Clubhouse
14041 Brant Point Circle; Ft. Myers, FL 33919
Tel: (239) 415-9500; Fax: (239) 415-9502

DATE: _____

NEIGHBORHOOD ASSOC: _____

NAME OF OWNER(S): _____

PROPERTY ADDRESS: _____

PHONE(S): _____ EMAIL: _____

REQUEST:

Include the following:

- Name of Company performing work: _____ Phone: _____
- Copy of Site Plan to include drawings, photos, specification and attachments
- Business License & Certificates of insurance –COMMERCIAL LIABILITY – WORKER’S COMP (OR WAIVER)

I/We hereby make application to the Architectural Review Committee (“ARC”) for the above described project for consideration and approval. I/We understand that approval of our request must be granted **BEFORE WORK CAN BEGIN.**

Signature of Owner

Signature of Owner

NOTE TO OWNER: ARC forms must be reviewed by a Board Member of your Neighborhood Association prior to submission to the ARC. It is the responsibility of the owner to submit the form and documentation to the ARC in a timely fashion.

(FOR NEIGHBORHOOD ASSOCIATION BOARD USE ONLY)

Approved/Reviewed Date: _____ Denied Date: _____

Response:

Signature of Neighborhood Association Board Member

Print Name

(FOR ARC USE ONLY)

Approved/Reviewed Date: _____ Denied Date: _____

Response:

Signature of ARC Chairperson/Representative

Print Name

**COVENANTS RUNNING WITH THE LAND
OWNER ALTERATIONS/IMPROVEMENTS**

THIS COVENANT, made and entered into effective the latest date signed below by THE VILLAS I AT HERITAGE COVE ASSOCIATION, INC., a Florida Not for Profit Corporation (Association), and _____

(hereinafter collectively referred to as "Owner"), being the record title Owner of the parcel known as:

Lot ____ Block A1, HERITAGE COVE PHASE I, a Subdivision, according to the Plat thereof, recorded in Plat Book 64, Pages 90 through 100, inclusive, of the Public Records of Lee County, Florida.

WITNESSETH:

WHEREAS, Association is responsible for the operation and administration of the Neighborhood as described in the Declaration of Covenants, Conditions and Restrictions recorded at O.R. Book _____ Pages _____ *et seq.*, Lee County Public Records, enforcement of its documentary provisions and is the statutory agent of all owners of Living Units in the Neighborhood; and,

WHEREAS, Owner has requested permission from Association to allow Owner's alteration of certain portions of the Villa in according with the attached Exhibit "A"; and,

WHEREAS, pursuant to the Declaration of Covenants, Conditions and Restrictions an Owner must receive authorization from the Association prior to changing any area maintained by the Association or the exterior of the Villa, and Association has requested Owner to execute, deliver and agree to the terms of this Covenant Running with the Land as a condition precedent to the granting of permission to make said alterations and improvements.

NOW, THEREFORE, in consideration of any permission and approval by Association to allow Owner's alteration of the Villa and the installation of the Improvements, and in further consideration of the promises and for other good and valuable considerations acknowledge and accepted by the parties hereto, Owner and Association do hereby covenant and agree that the above recitals are true and correct and further agree as follows:

1. Owner agrees to be responsible for all costs and expenses incurred in the installation and continued maintenance and existence of the Improvements described in Exhibit "A" (the "Improvements"), which exhibit is expressly made a part hereof, including responsibility for increases in insurance coverage as may be required for increased maintenance costs associated with the Improvement. It is understood that the "Improvements" generally consist of one or more "Solar Tubes" which are being installed in the roof of the Villa Unit.

2. **Owner agrees that Association has the right and authority to remove the Improvements, at Owner's expense for the maintenance, repair, or replacement of the Villa Roof.**
3. **Owner assumes all responsibility for procuring, buying and/or obtaining all necessary building permits and adherence to any and all other procedures as outlined for the installation, construction and maintenance of the Improvements by City, County, State and other governmental entities, including, without limitation, approval from the fire marshal if required.**
4. **Owner shall be responsible for securing necessary approvals from any other association, such as any master association, which maybe required and shall hold the Association harmless with respect thereto as set forth in Paragraph 6 hereto.**
5. **Owner agrees to install, construct and maintain the Improvements in a first-class manner. Association and its agents are authorized to inspect the Improvements to determine compliance with this agreement and are granted all easements and licenses necessary for same. If Owner fails to maintain the Improvements as required herein after written notice from the Association, the Association shall give Owner not less than thirty (30) days to maintain the Improvements to the Association's satisfaction. If said Improvements are not maintained to the Association's satisfaction by Owner within such time frame, the Association shall have the right to perform, or have performed, the required maintenance. Owner will be responsible for all costs incurred from said maintenance.**
6. **Owner agrees to indemnify, defend and hold harmless the Association and its assigns, successors, officers, directors, agents, employees and members, from any claims, actions, costs or expenses whatsoever, including, but not limited to attorney's fees arising out of or because of the construction, installation, use and maintenance of the Improvements and/or this Covenant Running with the Land. Without limitation, the Owner's indemnification obligations include any indemnification obligations for leaks or other water intrusion affiliated with the Improvement.**
7. **Owner agrees that as a security for the payment of expenses owed by Owner to Association pursuant to applicable law and/or this Agreement and Covenant-Association shall have a lien on Owner's Villa and the right to foreclose the lien, for said costs or expenses which are to be considered an assessment against Owner's Villa, together with interest at the maximum rate as allowed by law and reasonable attorney's fees incurred by Association.**
8. **Owner agrees to be responsible for any damages to the Neighborhood, including, but not limited to, the Villa, Common Areas, the property of others, or personal injury, which was caused as a result of the construction, installation, use or maintenance of the Improvements. Association and its agents shall not be liable for damage to the Improvements incurred in connection with Association maintenance unless caused by willful misconduct.**

9. The permission of the Board of Directors as requested by Owner shall be evidenced upon Association's execution of this Covenant Running with the Land.
10. Owner will be responsible for reasonable attorney's fees and costs incurred by Association and enforcing any provision to this Covenant Running with the Land, whether at law or equity, including, but not limited to, fees and costs incurred in any appeals.
11. It is expressly understood and agreed that this Covenant Running with the Land shall be binding upon the heirs, successors in interest, and assigns of Owner and Association, and shall be a Covenant running with the Villa, equitable servitude, contractual obligation, and a condition implied in any conveyance or other instrument affecting title of the Villa. Further this Covenant Running with the Land is expressly understood to be entered into for the benefit of Owner and the Association and shall be enforceable, at law or equity, by any and all of the parties for whose benefit it runs.
12. Notwithstanding anything herein to the contrary, it is expressly provided that this Covenant Running with the Land may be modified or rescinded, if a document to that effect is executed by Owner and an authorized representative of the Board of Directors of the Association, and recorded in the Public Records. The intent of this provision is to allow a modification or rescission without the joinder and consent of any other party, other than the Owner and Association.
13. The validity of any provision of this Covenant Running with the Land, or any part of any provision, which may be severed without affecting the balance of its terms, as determined by a Court of competent jurisdiction, shall in no way affect the validity of the remainder of the provisions after severance, or any other provision hereof.

WITNESSES:

THE VILLAS I AT HERITAGE COVE
ASSOCIATION, INC.

Signature

By: _____, President

Printed Name

Date: _____

Signature

Printed Name

STATE OF _____)

) ss

COUNTY OF _____)

Before me, the undersigned authority, authorized to administer oaths, personally appeared _____, as President, of THE VILLAS I AT HERITAGE COVE ASSOCIATION, INC. who is personally known to me or has furnished _____ as identification, and after being first duly sworn, deposed and stated that the facts contained herein are true and correct.

Notary Public
Printed Name: _____

My Commission Expires: _____

**COVENANTS RUNNING WITH THE LAND
OWNER ALTERATIONS/IMPROVEMENTS**

THIS COVENANT, made and entered effective the latest date signed below by THE VILLAS II AT HERITAGE COVE ASSOCIATION, INC., a Florida Not for Profit Corporation (Association), and _____

_____ (hereinafter collectively referred to as "Owner"), being the record title Owner of the parcel known as:

Lot ___ Block _____, HERITAGE COVE PHASE II, a Subdivision, according to the Plat thereof, recorded in Plat Book 67 Pages 52 through 55, inclusive, of the Public Records of Lee County, Florida

WITNESSETH:

WHEREAS, Association is responsible for the operation and administration of the Neighborhood as described in the Declaration of Covenants, Conditions and Restrictions recorded at O.R. Book 03427 Pages 3921 – 3986 et seq., Lee County Public Records, enforcement of its documentary provisions and is the statutory agent of all owners of Living Units in the Neighborhood; and,

WHEREAS, Owner has requested permission from Association to allow Owner's alteration of certain portions of the Villa in according with the attached Exhibit "A"; and,

WHEREAS, pursuant to the Declaration of Covenants, Conditions and Restrictions an Owner must receive authorization from the Association prior to changing any area maintained by the Association or the exterior of the Villa, and Association has requested Owner to execute, deliver and agree to the terms of this Covenant Running with the Land as a condition precedent to the granting of permission to make said alterations and improvements.

NOW, THEREFORE, in consideration of any permission and approval by Association to allow Owner's alteration of the Villa and the installation of the Improvements, and in further consideration of the promises and for other good and valuable considerations acknowledge and accepted by the parties hereto, Owner and Association do hereby covenant and agree that the above recitals are true and correct and further agree as follows:

- 1 Owner agrees to be responsible for all costs and expenses incurred in the installation and continued maintenance and existence of the Improvements described in Exhibit "A" (the "Improvements"), which exhibit is expressly made a part hereof, including responsibility for increases in insurance coverage as may be required for increased maintenance costs associated with the Improvement. It is understood that the "Improvement" generally consists of one or more "Solar Tubes" which are being installed in the roof of the Villa Unit.

2. Owner agrees that Association has the right and authority to remove the Improvements, at Owner's expense for the maintenance, repair, or replacement of the Villa Roof.
3. Owner assumes all responsibility for procuring, buying and/or obtaining all necessary building permits and adherence to any and all other procedures as outlined for the installation, construction and maintenance of the Improvements by City, County, State and other governmental entities, including without limitations from the fire marshal if required.
4. Owner shall be responsible for securing necessary approvals from any other association, such as any master association, which may be required and shall hold the Association harmless with respect thereto as set forth in Paragraph 6 hereto.
5. Owner agrees to install, construct and maintain the Improvements in a first-class manner. Association and its agents are authorized to inspect the Improvements to determine compliance with this agreement and are granted all easements and licenses necessary for the same. If Owner fails to maintain the Improvements as required herein after written notice from the Association, the Association shall give Owner not less than thirty (30) days to maintain the Improvements to the Association's satisfaction. If said Improvements are not maintained to the Association's satisfaction by Owner within such time frame, the Association shall have the right to perform, or have performed, the required maintenance. Owner shall be responsible for all costs incurred from said maintenance.
6. Owner agrees to indemnify, defend and hold harmless the Association and its assigns, successors, officers, directors, agents, employees and members, from any claims, actions, costs or expenses whatsoever, including, but not limited to attorney's fees arising out of or because of the construction, installation, use and maintenance of the Improvements and/or this Covenant Running with the Land. Without limitation the Owner's indemnification obligations include any indemnification obligation for leaks or other water intrusion affiliated with the Improvement.
7. Owner agrees that as a security for the payment of expenses owed by Owner to Association pursuant to applicable law and/or this Agreement and Covenant-Association shall have a lien on Owner's Villa and the right to foreclose the lien, for said costs or expenses which are to be considered an assessment against Owner's Villa, together with interest at the maximum rate allowed by law and reasonable attorney's fees incurred by Association.
8. Owner agrees to be responsible for any damages to the Neighborhood, including, but not limited to, the Villa, Common Areas, the property of others, or personal injury, which was caused as a result of the construction, installation, use or maintenance of the Improvements. Association and its agents shall not be liable for damage to the Improvements incurred in connection with Association maintenance unless caused by willful misconduct.

9. The permission of the Board of Directors as requested by Owner shall be evidence upon Association's execution of this Covenant Running with the Land.
10. Owner will be responsible for reasonable attorney's fees and costs incurred by Association and enforcing any provision to this Covenant Running with the Land, whether at law or equity, including, but not limited to, fees and costs incurred in any appeals.
11. It is expressly understood and agreed that this Covenant Running with the Land shall be binding upon the heirs, successors in interest, and assigns of Owner and Association, and shall be a Covenant running with the Villa, equitable servitude, contractual obligation, and a condition implied in any conveyance or other instrument affecting title of the Villa. Further this Covenant Running with the Land is expressly understood to be entered into for the benefit of Owner and the Association and shall be enforceable, at law or equity, by any and all of the parties for whose benefit it runs.
12. Notwithstanding anything herein to the contrary, it is expressly provided that this Covenant Running with the Land may be modified or rescinded, if a document to that effect is executed by Owner and an authorized representative of the Board of Directors of the Association and recorded in the Public Records. The intent of this provision is to allow a modification or rescission without the joinder and consent of any other party, other than the Owner and Association.
13. The validity of any provision of this Covenant Running with the Land, or any part of any provision, which may be severed without affecting the balance of its terms, as determined by a Court of competent jurisdiction, shall in no way affect the validity of the remainder of the provisions after severance, or any other provision hereof.

