



ROYAL PALM HARBOR

**New Construction, Renovation and Landscaping Procedures
(revised and updated as of December 19, 2024)**

These rules apply to any plans submitted after December 19, 2024 that materially alter any structure or re-landscape a property in Royal Palm Harbor ("RPH"). The construction and/or landscaping must adhere to all rules set forth in this document, as well as the restrictive covenants as set forth in governing documents. If the work will occur entirely inside a home, the homeowner does not need Board approval but the homeowner is responsible for his/her contractor's respect for all rules regarding use of Common Areas, including Southport and Northport Drives.

Application Process: Approval of new construction, renovation and landscaping involves four steps.

- 1) **Notice of Intent:** Homeowner submits an application (ideally including draft plans, if available) to the Board, and explains project's scope and design **prior to** submitting plans to the County and prior to removing any trees or structures. As plans evolve, communicating any significant changes in design and scope to the Board will facilitate the Board's ultimate review of your plans.
 - Even if your project does not require Board approval, please inform RPH's property manager if you are undertaking any projects that will involve large trucks in the neighborhood, significant noise, or other factors that may impact neighbors.

- 2) **Submit Sealed Plans/Pre-Construction meeting:** After County approval, Homeowner submits sealed plans to Board and pays Construction Deposit.
 - Plans must be certified by a registered Florida architect or engineer, include the existing and/or proposed structure, all setback distances including eaves and gutters, height dimension from street center line, indicate water runoff directions and indicate RPH Common Areas, including its roads and easements.
 - If the County has approved a change to elevations or drainage, provide a licensed surveyor certificate describing all elevations (current and proposed) and include adjoining property elevations and an engineering report regarding any impact of such changes on drainage from the property to adjoining properties.
 - If any demolition is planned, the sealed plans must include detailed information about the demolition. Any backfill or alterations of existing lot elevation and pool excavation must be leveled and vibrated.

for compaction in 1 foot layers. A silt fence must be placed on the property lines of the entire property.

- If any de-mucking of the property is planned, the sealed plans must include detailed information about the de-mucking.
- If issues arise or the plans are unclear, the Board may decide to retain a registered architect or engineer to review the plans and such cost will be paid by the homeowner.
- If the plans are unclear, the Board may require 3D or other visuals to assist in understanding the proposed project.
- Homeowner must have no outstanding fees due RPH when applying for approval of plans.

3) Pre-construction meeting: RPH's property manager will organize an onsite pre-construction meeting between Homeowner, Contractor and RPH Construction and Roads & Parks Committees to review the plans. Both the Homeowner and the Contractor should attend the pre-construction meeting, and the architect's and/or engineer's presence may also be beneficial, depending on the circumstances.

- If Homeowner seeks to remove any trees, indicate that by taping (but not removing) those trees prior to the meeting.

4) Board review: Board review of the plans may involve additional meetings as well as discussions with architects/engineers/landscape designers or installers. The Board will issue a decision on the plans no later than 45 calendar days after Homeowner has submitted a complete set of plans containing all information required, responded to all Board questions and paid the Construction Deposit. No demolition, clearing, de-mucking or construction may begin until Board gives its written approval, Construction Deposit is paid and an Agreement between the Board, Homeowner and Contractor is signed.

- Design: The Board reviews the proposed structure's design to ensure that it is compatible with the surrounding community, keeping in mind the variety of styles that exist in RPH and the fact that architectural designs will create a unique exterior personality for each home. Residential designs should consider long-term value and practicality, rather than passing trends. As design evolves in new home construction and renovation, design standards will be updated to incorporate a blend of the best mix of architectural styles.

Notice to All Contractors, Service Personnel And Individuals Doing Business in Royal Palm Harbor

Royal Palm Harbor Working Hours

Monday through Friday: 8:00 a.m. - 5:00 p.m.
Saturday: 10:00 a.m. - 3:00 p.m.

****No Construction or related activity allowed on Sundays, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day. The Board will impose a fine of \$500/day for any violation of these rules.**

The Contractor is responsible for ensuring that they, their employees, subcontractors, and suppliers all adhere to the rules in this document.

Timing: Construction must commence within ninety (90) days of approval. Construction and landscape work must be completed within the mutually agreed upon date. The homeowner may apply to the Board for a 6 month grace period if completion within the deadline is not possible. After expiration of that grace period, RPH shall be entitled to compensation for delay in the project's completion and the Board will determine the amount depending on the circumstances.

Application Process: No work may begin, including tree removal and pruning, before the Board has issued written approval of the plans, the Construction Deposit is paid and there is a signed agreement between RPH, Homeowner and Contractor.

The Board may require that the property owner return the property to its previous condition if any construction, site-work or major landscaping project is not approved in writing. All costs involved will be at the homeowner's expense, including any costs associated with damage to adjoining properties or to RPH property.

Setbacks and height restriction: The plans must respect all requirements noted in the RPH Second Amended and Restated Declaration of Restrictions, including respect to the Common Areas.

Tree Removal and Pruning: One of the unique aspects of RPH that residents value is the number of mature trees, lush vegetation and the canopy roads. Homeowners are not permitted to remove any trees having a trunk over 4" in diameter or prune any trees having a trunk over 8" in diameter without the Board's prior written

approval. All requests must include a detailed description of the work proposed. The least preferable alternative is entire tree removal, however, if tree removal is the **ONLY** alternative, a replacement tree must be planted in that approximate area. **Failure to contact the Board for permission will result in fines to be determined by the Board per each incident. These rules will be strictly enforced due to the canopy's impact on RPH homes' valuation and residents' appreciation of the lush foliage. We must protect the Canopy.**

To further protect the Canopy, no truck entering RPH may exceed 14 ft in height. Trucks exceeding this height limit risk damage to tree branches and trunks and therefore are not permitted.

Homeowners continue to be responsible for annual tree care and maintenance by a professional tree specialist during the construction/landscaping project.

Elevations, driveways, swales, retaining walls: The plans must ensure proper drainage, taking care not to dump water onto adjoining property, streets, Common Areas or waterways. Garages cannot be elevated more than four feet above street level and, even then, must be designed to reduce the visual impact of the elevated garage(s) and driveway. Driveways cannot impede in any manner residents' easements on Northport and Southport Drives. For homes whose driveways connect with the cul-de-sacs at the ends of either Northport or Southport Drives, the garages and driveways must be at street level at or before the point of connection with the road easement, thereby allowing vehicles sufficient space to turn and for residents, RPH and their agents to utilize the easement over those areas [note: RPH, all RPH homeowners and the County have an easement over Southport and Northport roads and those easements significantly extend beyond the gray concrete design element at the two cul-de-sacs.] Driveway material must be approved by the Board, and there will be a preference for pervious materials that promote drainage.

New landscaping projects: Owners are encouraged to utilize native Florida plants and trees in their landscaping plans. Any new landscaping must not include invasive plants and trees and must protect the canopy trees along the roads. A list of invasive plants and trees is attached as Exhibit A [generally, I refer to the University of Florida list here: <https://gardeningolutions.ifas.ufl.edu/care/weeds-and-invasive-plants/>].

Deposit for Major Construction: \$2.00 per total sq. ft., as defined in the plans and including the home, driveway, decks, dock, pool and pool enclosure - \$4,000 minimum, which can be adjusted at the Board's discretion.

The Construction Deposit is paid when plans are submitted to RPH and shall be held until all construction is completed and RPH has determined that said construction has caused no damage to Common Areas. The Homeowner shall be liable to RPH and other residents for all damages related to the property modification and, in the event damages exceed the Construction Deposit, the Homeowner shall pay all damages to RPH in addition to the deposit upon RPH's demand. Additionally, RPH shall retain a minimum of sixty-per-cent (60%) of the Construction Deposit for use in road repairs not yet apparent at the time construction is completed and/or for other projects as RPH deems prudent. In the event the project does not move forward, either because the Board does not approve the plans or because the Homeowner decides not to proceed after approval, the Board will return the Construction Deposit but will retain \$1000 to compensate RPH for the time spent by Board members and the property manager in discussing and reviewing the plans.

Construction Signs and Permits: construction permits must be visible from the road. No contractor sign is allowed on the property.

Temporary Construction Fences: installation of a fence is allowed only after the Board has approved the project and must be removed once work is complete. Maximum 6 ft in height, must be covered with a material to obscure chain link and must be maintained throughout the project. Non-compliant fences will result in fines of \$250/day.

New Foundation: if the construction or renovation involves a new foundation, the Homeowner must provide a foundation post pour survey to confirm that building and mechanical equipment are within setbacks. This survey must be provided within 2 weeks of the pour and before any further construction activities occur.

Erosion Control: The penalty for failure to comply with or maintain erosion control methods is \$500.00 per day for any day in which such non-compliance or maintenance failure occurs. These fines will be deducted from the Construction Deposit. As an example, if a blowout of a silt fence occurs, this is a maintenance failure that is subject to a fine. Such a failure will seldom occur if the silt fences are installed properly at the outset.

Use of Roads: All vehicles must observe the 8 mph speed limits. The roads are narrow, residents and their pets walk on the streets, and visibility is limited. The speed limit will be enforced, and fines will be levied if there are violations. Littering, reckless driving, not observing stop signs, violations of the speed limits and parking at locations other than authorized job site(s) are grounds for revocation of road use privileges. All trucks must cover materials or properly secure them for delivery to or removal from Royal Palm Harbor Community. This includes fill dirt, tree trimming, landscape debris and all construction materials used. No contractors, employees, subcontractors and/or suppliers shall use driveways or yards of any other property owners without advanced written permission.

The Contractor is responsible for the actions of their employees, subcontractors, and suppliers. Littering, reckless driving, not observing stop signs, violations of the speed limit, and parking at locations other than authorized job site(s) are grounds for revocation of road use privileges. Contractor must supply the RPH property manager with a list of all subcontractors and suppliers once plans are approved and must update that list if there are changes during the project.

Any damage to the roads, roadside or any other property caused by the Contractor, their employees, sub-contractors, or suppliers will be repaired at the Contractor's or property owner's expense. All repairs to RPH property damaged during construction and undertaken by the Contractor will be subject to approval of the Board or its designated representative.

Parking: No construction parking is allowed in the road. All vehicles must park on job site. No campers or recreational vehicles are allowed on construction sites. RPH assumes no responsibility for vehicles parked on roads, roadside, or job sites. Additional construction equipment and dump trucks must always be parked off the roads and on the construction site. On request to St. Boniface Church, the Church may allow vehicles to park in their lot.

Job Site Maintenance: RPH requires a clean job site. Contractors must either provide adequate waste containers or remove trash/debris on a regular basis. The Contractor must provide a dumpster on the site unless the Board grants a waiver. Burying, burning or dumping debris into the waterways is not permitted.

- Port-a-John location must be indicated on the site plan and screened so as not visible from the road.

- Dust must be kept to a minimum.
- Building materials cannot be stored on the roads or roadsides (including easements).
- Loud noise other than that associated with normal construction is not allowed. Portable radios, car radios, etc. must have the volume turned down. Fines will be charged for loud music or noise disturbance.
- Pets are not allowed on job sites.
- All personnel must leave Royal Palm Harbor as soon as their work is completed.
- Unruly actions will result in denial of access.
- Homeowner must continue to maintain their property during the project: fallen leaves, fruit, branches and any dead animals must be removed on a weekly basis; any trash left on the ground must be removed on a daily basis; lawns must be mowed and bushes/trees pruned as needed.

Final Completion Approval: Once the project is complete and the County inspections are done, including issuance of an occupancy permit for a new home, Homeowner or Contractor should inform the Board, who will then review the site against the approved plans. Repairs to damaged roads and roadside must be complete, job site clean, ground cover established, and driveway finished. Forty percent of the Construction Deposit, less any fines not collected and less any actual costs to the Royal Palm Harbor Association for repair of damage, will be refunded at the time of issuance of final Board approval.

Remedies: Failure to abide by any of the above conditions or requirements is subject to enforcement by the Board. The Board may exercise any powers it has under the governing documents or as detailed in the Homeowners Association Act (Chapter 720, Florida Stats.), up to and including fines, revocation of previously-granted approval, or commencement of a suit for declaratory and injunctive relief and/or for monetary damages, including prayer for an award of the Association's reasonable attorney's fees and court costs as prevailing party in the matter.

**AGREEMENT BETWEEN CONTRACTOR, HOMEOWNER AND ROYAL PALM HARBOR
ASSOCIATION CONCERNING**

[address of property]

I hereby agree to abide by the Royal Palm Harbor Association New Construction, Renovation and Landscaping Procedures and Contractor Agreement as presented above as well as the Use Restrictions and Bylaws of Royal Palm Association. I also understand that any exterior revisions made without approval by the RPH Board of Directors will result in the forfeiture of my entire Construction Deposit and that the Board may, in addition, assess fines and require the property to be modified to conform to the Board's approval and that such fines may also be deducted from the Construction Deposit.

Before any work begins, Agreement must be signed and Construction Deposit paid.

Homeowner's Name (*please print*):

Signature:

Date:

Phone:

Contractor's Name (*please print*):

Signature:

Date:

Company Name:

Phone:

Email:

RPH Representative's Name (*please print*):

Signature:

Date:

Construction Deposit Amount (payable to Royal Palm Harbor Association Inc):

**Return to: Royal Palm Harbor Association, Inc
C/O Wisdom Community Management
PO Box 51362
Sarasota, FL 34232
Phone: 941-586-2959**