

BRANDYWINE ESTATES

Contemporary Living In a Country Setting

P.O. Box 121695, West Melbourne FL 32912-1695

Dear Brandywine Property Owner:

The deed to your property in Brandywine Estates contains certain restrictive covenants, among which is a provision requiring that construction, landscaping, or modifications of any kind on your property, at any time, must first be submitted to and approved by the Brandywine Architectural Design Committee prior to the start of any construction.

As you begin formulating plans for improving your property, it is of paramount importance that you have a clear understanding of the aesthetic goals which guide our thinking in reviewing applications for the approval of construction and landscaping projects. Accordingly, the following enclosures are submitted for your information and guidance.

<u>Section</u>		<u>Page</u>
A	Architectural Criteria	1
B	Landscape Plan Requirements	6
C	Brandywine Estates Approval Procedure	10
D	Performance Agreement	12
E	Contractor Rules and Regulations	14
F	Application Form	16

Your Board of Directors is striving to assure that the highest possible standards of architectural, construction, and landscaping are utilized for Brandywine Estates in order that the full potential of this unique and distinctive area may be assured. Your support and cooperation are earnestly solicited.

The Board of Directors is empowered and is determined to maintain the quality of homes in Brandywine Estates and is prepared to enforce these prerogatives.

Very truly yours,

BOARD OF DIRECTORS
BRANDYWINE ESTATES HOMEOWNERS
ASSOCIATION, INC.

A.
ARCHITECTURAL CRITERIA

1. **THE BRANDYWINE ARCHITECTURAL DESIGN COMMITTEE (B.A.D.C.)** is comprised of a combination of property owners and paid professional consultants.

As provided in The Brandywine Estates Declaration of Covenants and Restrictions, Article IX, paragraph 9.01, any proposed improvements to any lot at any time shall be presented to and approved in writing by the Brandywine Architectural Design Committee. Any addition or modification to a present structure, or to present landscaping, and pools, tennis courts, awnings, statuary, or anything visible from outside the house, shall require architectural approval.

The Brandywine Architectural Design Committee shall evaluate the proposed improvements with emphasis upon their harmonious incorporation into the community as a whole and with specific emphasis on external design, location of the improvement in relation to the surrounding structures and/or improvements, topography, and conformity with the restrictive covenants, criteria, and procedures imposed by Brandywine Estates.

2. **PRECEDENTS.** Brandywine Estates has become a very successful development. The Brandywine Estates Homeowners Association, through the Brandywine Architectural Design Committee, has the obligation to property owners and the right to revise and upgrade the requirements commensurate with the ambience and values in a changing community.

In come cases, architectural features and procedural matters allowed in the past have not proven satisfactory to the welfare of the community and have been modified. Do not rely on precedents established on previous projects always to be reliable guidelines on present or future ones.

These criteria reflect the current guidelines whereby the Brandywine Architectural Design Committee shall evaluate improvements to properties.

3. **PLANS.** The B.A.D.C. has specific requirements as to what is acceptable in the building and landscape plans.

Owners contemplating designing and building must first contact the Brandywine Architectural Design Committee to obtain the forms required for the approval procedure, and to discuss qualified architects, builders, and nurserymen.

4. **DURATION OF APPROVAL.** Final approval of building, landscaping or modification plans shall be valid for one year following the date of final approval, after which the procedure must be repeated, including application fee.

5. **INSPECTIONS.** Improvements to any property will be inspected periodically by a professional representative or other representative of the Brandywine Architectural Design Committee to assure conformity to the approved plans, and to these criteria, Covenants and Restrictions and procedures. Landscaping will be final-inspected upon completion.

6. **LANDSCAPING.** Shade, wind screens, noise and visual barriers, as well as decoration, can be achieved when the landscaping is designed as an integral part of the overall plan. A state-registered (Florida) landscape architect, or nurseryman, shall draw and submit plans. **No construction shall begin without final approval of both building and landscaping plans.** A minimum expenditure of 5% of estimated construction cost, plus lot value, may be used as a rough guide in determining the adequacy of plant material. In addition to meeting any landscaping

requirements of the B.A.D.C., the landscaping must also meet all requirements under Brevard County Ordinance No. 86-09 "Landclearing and Landscaping Requirements."

8. **SETBACKS.**

BRANDYWINE ESTATES SETBACK REQUIREMENTS

Front Yard	40 Feet
Side Yards	25 Feet Each
Rear Yard	25 Feet

The above setbacks are minimum and may be increased by the B.A.D.C. No balconies shall be allowed to encroach into the setbacks.

9. **MINIMUM HOUSE SIZES:** No residence shall be constructed with living area under 2200 sq ft. In the event of construction of a two story or two and one-half story residence, the first floor shall contain not less than 1100 square feet. Garages, unglazed porches, patios, terraces, decks or walkways shall not be taken into account in calculating the living area of the house.

10. **ANY WINDOW TREATMENT** which shows from the outside of the house such as stained, etched, or leaded glass or awnings, shutters, etc. must be clearly depicted and noted on the prints. Such treatment may be disallowed if not deemed appropriate. Mirrored glass will not be permitted.

11. **DETACHED BUILDINGS**, for whatever purpose, will not be permitted; however, the B.A.D.C., at its sole discretion, may approve gazebos if they are within the required building setbacks, are part of an approved swimming pool or landscape plan, and are not visible from the street.

12. **SWALES.** To comply with government regulations, the original contouring of each building site includes a swale for water accumulation and run-off. Driveways and access walks crossing this swale must conform to the ground slopes of the declivity consistent with approved engineering drawings. Blue points must be established to insure proper run-off of storm water. See "Contractors and Sub-Contractors' Rules and Regulations", page 14, item 15.

13. **ROOFS.** Exotic roof shapes, such as cylinders, large flat areas and multiple pitches are not considered to be harmonious with the architectural goals of Brandywine Estates. Cedar shakes or shingles (including "Woodruf") or tile are preferred for roofing. Fiberglass shingles are acceptable, with approval of the B.A.D.C. An 8/12 minimum roof pitch is required. Roof pitches of no less than 6/12 may be considered for "Ranch-style" homes.

14. **SOLAR PANELS.** Solar panels are generally not permitted, as they render the roof unsightly and detract from the aesthetic image of the house and neighborhood. The B.A.D.C. may consider solar panels if: the area devoted to solar panels is in reasonable and minor proportion to the area of the section of the roof on which they will be installed, attached to the least conspicuous part of the roof and, in general, are not visible from the street. Specific approval of the solar panel design must be obtained.

15. **SWIMMING POOLS AND TENNIS COURTS.** Any swimming pool or tennis court to be constructed on any lot shall be subject to approval of the B.A.D.C. Screened pools will not be permitted unless designed as an integral part of the roof and walls and must conform to the buildings setback limitations. The structural members must be composed of materials utilized on or within the main structure of the residence so as to provide a general appearance for the enclosure that blends with the main structure and demonstrates continuity of materials, character

and theme. The use of metals (i.e. anodized, enameled, etc.) for screen attachment may be used if approved by the B.A.D.C. The use of mill-finish aluminum will not be approved.

No swimming pool shall be constructed, erected or maintained at a higher level than two inches (2") below the finished floor elevation of the residence.

16. **LIGHTING.** Any exterior lighting (i.e., tennis courts, swimming pools, driveways, parking or recreation areas, or landscaping) shall be subject to approval, and shall be designed so as to buffer the surrounding residences from the lighting. Cuts of any exterior lighting fixtures shall accompany plan for approval.

17. **OUTSIDE EQUIPMENT AND CONTAINERS.** Equipment for swimming pools, air-conditioners, sprinklers and, trash containers, etc. shall be screened with approved walls or fences.

18. **MAILBOXES.** A working drawing of the only approved Brandywine Estates mailbox is available upon request at the Information Center, Sugar Creek Drive. It is the owner's responsibility to have the box built as per drawing and installed in accordance with U.S. mail regulations and the APOA mailbox master layout. Wood is to be left unstained and unpainted. Location to be determined by the B.A.D.C.

19. **WALLS AND FENCES.** Masonry walls or wood fences will be required by the B.A.D.C. for air-conditioning and trash enclosures. Any such approved walls or fences shall not exceed 4' in height except in the case of privacy walls for bathrooms, and these shall not exceed 6' in height. No walls or fences in excess of 6' will be allowed on the property. No wall or planter in the front yard shall exceed 42" in height. All heights are measured from finished grade. All fences or walls shall be finished (painted or stained) on the side facing outward. "Stockade" type fences are not permitted.

20. **HEDGES.** hedges for privacy will be allowed within the setbacks and along property lines subject to approval by the B.A.D.C. as to location and height. The B.A.D.C., at it's sole discretion, may consider wire fences if buried in hedges, to serve as animal enclosures providing the wire does not exceed 4' in height and the hedge material, when planted, is of sufficient height to conceal the fence.

21. **GATES, ARCHES, COLUMNS, ETC.** in walls or at driveways or entryways may be disallowed if deemed too ornate or inappropriate for the architecture. Large pedestals, vases, site light, statues, sculptures, etc., in any portion of the yard or structure may likewise be disallowed.

22. **FASCIA, PLUMBING VENTS, ETC.** Fascia shall be a minimum of eight inches (8"). No plumbing vents, exhaust fans, etc. are to protrude from the street-side of the roof, except by approval.

23. **GAMES AND PLAY STRUCTURES.** Any basketball backboards or other fixed game and play structures shall be located at the rear of the dwelling and beyond all setbacks. No platform, dog house, play hours, or structure of similar kind or nature shall be allowed in front of the rear line of the residence or within setbacks and must have prior approval of the B.A.D.C.

24. **ADJOINING LOTS.** If an owner elects to purchase two adjoining lots and use one for recreation purposes, the lot used for recreation must be adequately screened by landscaping. It shall be the intent of the B.A.D.C. to screen any such use from public view.

25. **WINDOW AIR CONDITIONING UNITS.** No window or wall air conditioning units shall be permitted.

26. **UTILITY CONNECTIONS.** Building connections for all utilities, including, but not limited to, water, electricity, telephone and cablevision shall be run underground from the proper connecting points to the building structure in such manner to be acceptable to the governing utility authority.

27. **BOARDING UP.** "Boarding up" of houses while the homes are vacant is not permitted. Storm protection is allowed in the event of and during the period of time that a storm is likely to cause damage to the house.

28. **WELLS.** All wells are required to be of the "deep well" type vs. shallow.

B.

LANDSCAPE PLAN REQUIREMENTS

Per the Declaration of Covenants, Conditions and Restrictions, as amended, the Brandywine Architectural Design Committee may require a minimum expenditure of five percent (5%) of the estimated construction cost and lot value as determined by the Committee. Landscaping according to the approved plan must be completed no later than forty-five (45) days after substantial completion of a home.

The Brandywine Architectural Design Committee may require a copy of the landscape proposed in addition to the landscape plan in order to help ascertain if an appropriate expenditure of material is being installed, and by an approved nurseryman.

The following sets forth the landscape plan approval procedure which is designed to achieve the desired results and at the same time minimize the cost of preparation and submission. An automatic irrigation system is required on all properties and shall be installed prior to completion of landscape installation.

The landscape plan shall consist of two parts, shall be drawn by a Florida licensed landscape architect or nurseryman, shall be to required scale and shall provide as follows:

Part I – Preliminary Landscape Plan – (not less than 1/8” scale)

The preliminary landscape plan shall show tree position, tree measurements (height, spread, and caliper), lot contouring, fill dirt and elevation, and perimeter planting. Since trees reduce temperature, muffle noise, filter pollutants, and reduce soil erosion, while at the same time enhancing the beauty of the area, by softening the resident structure itself, a requirement of a minimum of ten (10) shade trees per construction site is considered to be appropriate. Though palms are native and effective, they do not take the place of shade trees when trying to achieve the high foliage density effect envisioned for Brandywine Estates. Therefore, the landscape plan should include the required shade trees, in addition to any palms that are deemed to be desirable. Credit for existing trees will be determined by the B.A.D.C. after an on site inspection.

A minimum overall height of such shade trees shall be ten (10) feet and the trunk shall caliper to a minimum of two and one half inches dbh (diameter at breast height) at the time of planting for 50% of all required trees. The other 50% of required trees shall have a minimum caliper of four inches (4”). An adequate specification as to spread of all canopy trees shall be called out on the plan. Any proposed Sabal Palmetto (Cabbage Palm) shall have a minimum height of ten feet clear trunk. Where a multi-trunk tree is used, a minimum caliper of 1 3/4” per each trunk with a minimum of three trunks shall be the required standard. All plant materials shall be Florida Grade #1 or better.

It is the intent of this Landscape Plan to be more restrictive and comprehensive than the Brevard County Landscape Plan (Ordinance #86-90) however, in the event the Brandywine requirements are less restrictive, in any area, the Landscape Plan shall use the Brevard County requirements for those areas when the County plan is more restrictive.

Part II – Final Landscape Plan – (not less than 1/8” scale)

The final landscape plan shall be based on the final **approved** building elevations, and shall set forth the following:

(in addition to tree positions, tree measurements, lot contouring, and perimeter planting – as outlined in Part I – Preliminary Landscape Plan).

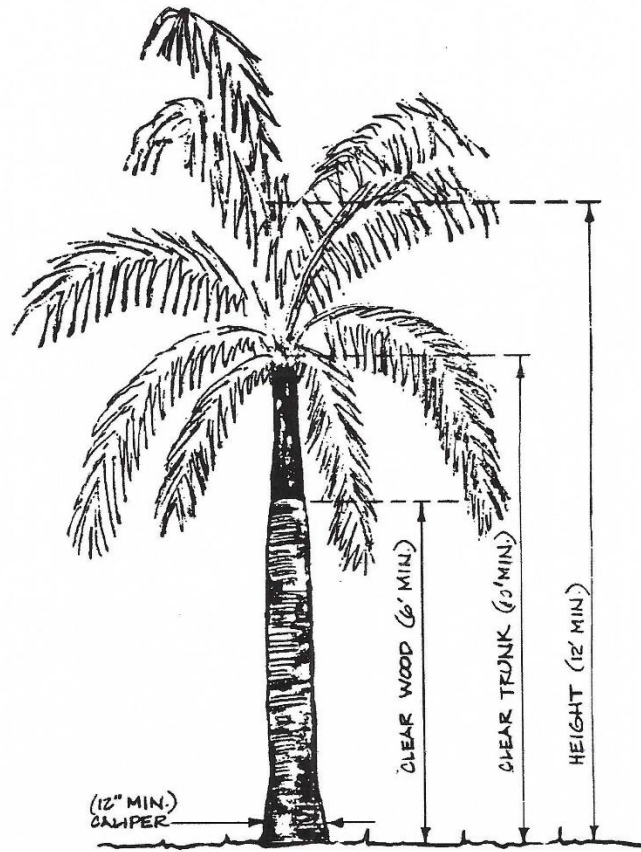
- a) Location, size, type and number of foundation plantings
- b) Area to be Floritam Sod
- c) Location, area and height of all planting berms
- d) Method of handling storm water run-off
- e) Integration of landscaping with driveway and storm swale
- f) Treatment of exterior side of all retaining and privacy walls and/or fences
- g) Detail for screening of all exterior equipment such as pool, air conditioning and garbage, etc. Plant material is not acceptable screening.
- h) Automatic irrigation system plan and specification

Appropriate selection and placement of specific plant materials of mature sized and spread shall be incorporated into the Final Landscape Planting Plan so that the property shall yield a finished and established character when complete.

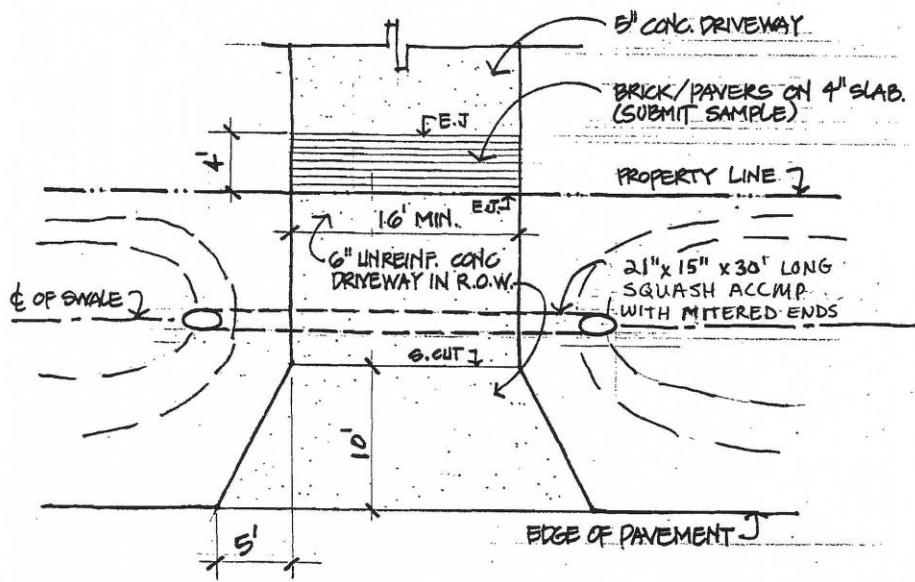
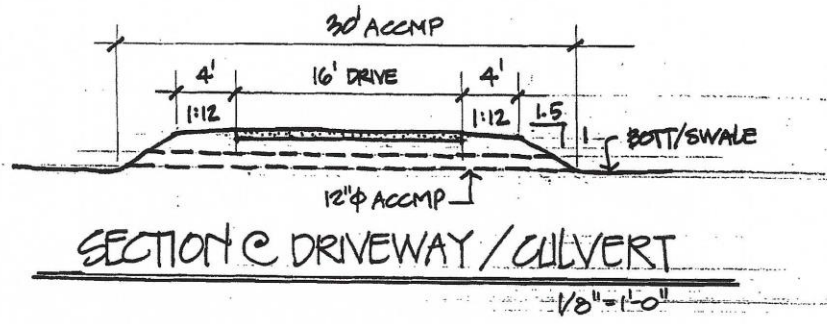
Plantings shall not interfere with the sight lines of vehicular traffic and shall not inhibit views from neighboring units. Shade and shadow patterns of trees and potential damage by encroaching roots and branches should be considered in all tree placements. Appropriate sizes (i.e., height and spread) shall reflect the intended use and location of all proposed trees.

Clusters of plant material shall be situated to complement the residence with consideration of mature sizes the key when determining locations. Long horizontal or vertical surfaces of structures should be interrupted and modulated by clusters of irregularly spaced plantings.

The landscaping of the finished lot **shall** be in strict conformance with the approved plot and landscape planting plans. Any deviation must gain prior approval of the Brandywine Architectural Design Committee. The finished job will be inspected by the Committee to assure conformance to the approved plan prior to release of the Performance Agreement.



(FIG. 4) MINIMUM STANDARD - ARECASTRUM ROMANZOFFIANUM
ROYSTONIA ELATA



BRANDYWINE ESTATES STANDARD #101

REV 3/18/98

C.

BRANDYWINE ESTATES APPROVAL PROCEDURE

Every property owner wishing to construct or modify a residence on Brandywine Estates must apply to:

BRANDYWINE ESTATES ARCHITECTURAL DESIGN COMMITTEE
P.O. Box 121695 ~~SUGAR CREEK DRIVE~~
WEST MELBOURNE, FLORIDA 32912-1695 ~~32904~~
EMAIL: buz@underill.com
~~TELEPHONE: (305) 676-0912~~

for site plan and design approval prior to seeking a County site plan approval and building permit, and/or proceeding with any work, including but not limited to, land clearing, filling, grading, shrub or tree removal. See "Architectural Criteria", Section A, Item I, Page 1.

The landscaping plans and specifications must be DRAWN and STAMPED by a registered Florida landscaping architect or Florida nurseryman respectively, and the proposed contractor must be a qualified home builder licensed in Brevard County and approved by the B.A.D.C.

I. PRELIMINARY APPROVAL:

Every applicant must provide the Architectural Committee with three (3) sets of the following:

A. Preliminary site plan drawn at not less than 1/8" to 1' scale showing the following:

1. The proposed location of structure(s), driveway(s), swales, pools, porches, patios, walks, setbacks, and tennis courts on subject lot.
2. The two location of any lots, either adjacent to or across from the subject lot and any structure(s) existing thereon.

B. Preliminary floor plans drawn at not less than 1/4" to 1' scale showing all governing outside dimensions.

C. Preliminary elevations drawn at not less than 1/4" to 1' showing design intent and illustrating materials specified by the architect for exterior treatment. Material samples may be submitted at this time, if available. Garage doors should be detailed and color indicated.

D. Preliminary Landscape Plan.

E. Elevations above street level and fill for landscaping.

F. The Performance Agreement shall be executed. (One notarized copy only required.)

G. Label elevations "front, rear, left, right", not "north, south, east, west".

II. FINAL APPROVAL:

As soon as possible after preliminary approval has been obtained, the applicant must provide the Architectural Committee with three (3) sets of the following:

A. Final site plan.

B. Construction plans should include basic floor plans and elevations and should be complete so far as they refer to the exterior appearance of the building(s) and should include information and samples (if not previously submitted) of materials, finishes, and colors to be used (including trim, doors and roofing materials).

C. Final landscaping plans, including tree and plant list and sizes. (See Section "B", LANDSCAPE PLAN REQUIREMENTS, Page 6.)

D. Swimming pool plans, if a swimming pool is contemplated.

E. The Performance Agreement will apply to the approved final building and landscaping plans and will remain in force throughout construction. Written release will be granted along with return of the instrument following final approval of the building, landscaping, and swimming pool (if any).

Upon finding all submissions in order, the Architectural Committee will indicate its approval by stamping all final plans. At least one complete set of all plans shall be kept by the Brandywine Architectural Design Committee.

NOTE: The dates of the scheduled Brandywine Architectural Design Committee meetings is available at the Information Center on Sugar Creek Drive. Plans must be submitted at least ten (10) days prior to the scheduled meeting to be reviewed at that regular meeting.

D.

APPENDIX "A"

PERFORMANCE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That _____, (Owner(s) of Lot _____ Block _____ of Brandywine Estates Subdivision, (hereinafter called the "Obligor(s)") is held and firmly bound unto BRANDYWINE ESTATES HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, (hereinafter called the "Association"), for the full and just sum of \$20,000.00 to be paid to the Association, pursuant to the terms and conditions set forth herein.

WHEREAS, the Obligor(s), pursuant to Section 9.04 of Article IX of the By-Laws of the Association, is required to execute a Performance Agreement as a condition to consideration and approval by the Architectural Committee of the Association of architectural and landscaping plans and specifications for improvements to the said lot.

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION are that if the Obligor(s) shall in all respects comply with the terms and conditions of all Brandywine Architectural Design Committee written approvals of improvements to the said lot, pursuant to the Declaration of Covenants, Conditions and Restrictions, and shall in every respect fulfill its obligations hereunder to comply with the architectural and landscaping plans and specifications as approved by the Brandywine Architectural Design Committee and shall insure compliance by Obligor's (Obligors') contractors and their subcontractors with such approvals, and shall indemnify and save harmless the Association from any claims by third parties performing the work on the said lot, including legal and contingent costs, which the Association may sustain on account of the failure of the Obligor(s) to carry out and perform the obligations hereunder, within the time herein specified, then this obligation will be void; otherwise to be and remain in full force and virtue.

The Obligor(s) covenant(s) and agree(s) that in the event the Association notifies the Obligor(s) in writing of his failure to comply with the approved Architectural and Landscaping plans and specifications, and Obligor(s) continue(s) to fail to correct the deficiencies for a period of thirty (30) days after receipt of such written notice, then the Association or its authorized representatives may at its option, perform and complete the aforesaid obligation and pay costs thereof, including, but not limited to engineering, legal and contingent costs, for which this Agreement shall be security, or in the alternative, the Association shall have the right to resort to any and all other legal remedies against the Obligor(s), with the Obligor(s) herein granting to the Association the right to bring an action for specific performance against the Obligor(s) to enforce compliance with the said approved architectural and landscaping plans and specifications.

The Obligor(s) agree(s) that any deviation from the approved architectural and landscaping plans and specification shall constitute default under this Agreement.

The Obligor(s) agree(s) that in the event the Association shall exercise any of its rights hereunder, that the Association shall be entitled to be reimbursed for all engineering and legal costs, including reasonable attorney's fees, together with any other costs and/or damages, either direct or consequential, which may be sustained by the Association.

This Performance Agreement shall become effective on the date the final architectural and landscape plans are approved by the Architectural Committee and shall expire upon written

certification from the Architectural Committee that the architectural and landscape plans and specifications have been completed with or otherwise waived by the Architectural Committee.

It is expressly understood that the protections provided by this Agreement shall run exclusively to the Association and its successors or assigns, and the same are not expressly or impliedly intended to protect or save harmless any contractor, subcontractor, supplier, materialman, laborer or other party, unless expressly agreed and acknowledged by the Association.

The Obligor(s) agree(s) to protect himself (themselves) and the Association from the work of any contractors who do work on the premises and agree(s) that all such contractors and subcontractors shall comply fully with the terms and conditions of the approved architectural and landscaping plans.

The Obligor(s) agree(s) that any action brought to enforce the provision of this Agreement shall be brought in the Circuit Court of Brevard County, Florida.

The Obligor(s) agree(s) that if any one or more of the provisions of this Agreement are determined to be illegal or unenforceable by a court of competent jurisdiction, all other provisions shall remain effective.

This Agreement shall be binding on Obligor(s), their heirs, successors and assigns.

NOTE: The penal amount for the Performance Agreement specified in the By-Laws is \$20,000 for new construction and \$5,000 for additions and renovations.

BRANDYWINE ESTATES
HOMEOWNERS ASSOCIATION, INC.

Witness

BY: _____
President

Witness

Date: _____

Witness

Owner

Witness

Owner

Date: _____

E.

CONTRACTORS AND SUBCONTRACTORS
RULES AND REGULATIONS

1. The Brandywine Estates speed limit is 20 M.P.H. All traffic directional signs are to be followed. The contractor shall require all subcontractors and personnel employed by them to utilize the construction entrance while traveling to and from the job site.
2. Contractors must confine their activities to be the lot on which construction is taking place.
3. No fill, construction materials or trash may be dumped or stored on adjacent lots.
4. Construction sites must be kept neat, debris must be kept under control, and receptacles must be provided for trash prior to its being hauled away.
5. No dogs will be permitted on Brandywine Estates other than those owned by Brandywine Estates property owners.
6. No subcontractor's signs may be placed on construction sites. Contractor's sign may be placed on the property during construction if said sign does not exceed six (6) square feet.
7. Any damage to adjacent lots, especially swales, must be repaired by the contractor, and lots regraded.
8. Parking is permitted during construction on the road right-of-way. No overnight parking is permitted.
9. Each contractor, prior to commencement of construction, is to ascertain from the appropriate authority the exact location of all underground public utilities. Such utilities are to be effectively marked with slats and/or paint in order that service to adjacent private properties will not be disrupted by construction.
10. Use of city water without prior installation of an authorized meter is expressly prohibited.
11. Each contractor is to deposit with the Brandywine Homeowners Association (BHOA), prior to the commencement of each project, the sum of \$1,000.00 (cash or check) as a bond to afford the BHOA protection against damage to any utility installation, any common areas, or the neighboring private properties. Landscaping and pool contractors not under the general contractor shall deposit \$500.00.
12. Each contractor will be required to meet with a designated member or agent of the Brandywine Homeowners Association (BHOA) prior to the start of construction to review all aspects of the project, including its impact on the community.
13. The BHOA reserves the right to deny the services of any contractor who previously had not been in compliance with the foregoing or who is otherwise unacceptable to the BHOA.
14. Music and/or noise emanating from radios, etc. is not permitted.
15. The swale alongside the road is critical to the property stormwater drainage system of Brandywine Estates. Engineering drawings showing both the required and the "as built" elevations for swales for each lot are at the Information Center and must be used by the

contractor to establish the proper driveway swales. Driveway swales not constructed with the proper invert elevation will be unacceptable and must be replaced.

16. NO construction on any lot will be permitted prior to 8:30 a.m. on Saturdays. NO construction work of any kind will be permitted before noon on SUNDAY.

17. The general contractor shall provide a "port-o-let" or similar toilet facility upon the lot for use by the contractor, his employees and subcontractors.

F.
APPLICATION

FROM: _____
 ARCHITECT OWNER LOT #

TO: BRANDYWINE ARCHITECTURAL DESIGN COMMITTEE

APPLICATION FOR APPROVAL

Gentlemen:

We are hereby requesting review and approval of the documents listed below in accordance with the requirements as set forth in the Architectural Criteria, the Declaration of Covenants, Conditions and Restrictions, and Brandywine Estates approval procedure.

I. PRELIMINARY APPROVAL	SUBMITTAL	APPROVAL DATE	DATE
<input type="checkbox"/>	Application Fee (\$100.00)	_____	_____
<input type="checkbox"/>	Site Plan	_____	_____
<input type="checkbox"/>	Floor Plan	_____	_____
<input type="checkbox"/>	Elevations	_____	_____
<input type="checkbox"/>	Landscaping	_____	_____
<input type="checkbox"/>	Exterior Materials	_____	_____
<input type="checkbox"/>	Exterior Color(s)	_____	_____
<input type="checkbox"/>	Performance Agreement	_____	_____
II. FINAL APPROVAL			
<input type="checkbox"/>	Site Plan	_____	_____
<input type="checkbox"/>	Construction Plans	_____	_____
<input type="checkbox"/>	Exterior Color(s)	_____	_____
<input type="checkbox"/>	Landscaping	_____	_____

A one-time application fee of \$100.00 is required with initial submission of this form.

This document is a true copy of the original documents expect addresses have been updated, phone numbers deleted, and email addresses added where appropriate.

COMPLIANCE WITH GRADE REQUIREMENTS

The undersigned Contractor certifies that he has read the Master Grade Plan for Brandywine Estates and agrees that any culverts or other impediments on the grade, swales or otherwise are or will be constructed in conformance with said Grade Plan. The Contractor recognizes and understands that his \$1,000.00 personal bond may be used by the Brandywine Homeowners' Association to correct any errors in the setting of culverts or which otherwise interfere with the grade design.

IN WITNESS WHEREOF, said Contractor hereunto sets his hand and seal this _____ day of _____, 19_____.

WITNESSES:

CONTRACTOR:

_____ By: _____
