



This checklist should be completed by homeowner and reviewed by property manager before the architectural review is sent to the board for review and approval. Please note that the board has up to forty-five (45) days from the date all required documents are received to review the application.

## Architectural Review Checklist

Please initial all that apply and include the applicable required documentation with application:

\_\_\_\_ Application fee of \$50.00 and security deposit of \$5,000 for large projects. (i.e. pools, large editions, screen enclosures, permanent generators).

\_\_\_\_ Copy of Contractors licenses and insurance certificates. **All contractors must carry general liability insurance coverage of \$1,000,000 and workers' compensation insurance. Certificates of insurance must have Berkeley Property Owners' Association, Inc. named as an additional insured and must include a waiver of subrogation in favor of the Association.**

\_\_\_\_ Two (2) sets of plans, elevations, or detailed sketches.

\_\_\_\_ Survey enclosed showing the location of the proposed modification in relation to the home.

\_\_\_\_ All additional documentation (including photographs) required as set forth in Exhibit A.

\_\_\_\_ Owners have signed and initialed all affidavits and applications.

**Please note that if the application was submitted without the proper paperwork, it will be returned for the owner to complete and resubmit.**

Please sign and initial all forms, attach all required documentation, and mail the completed Application with check(s) made payable to Berkeley Property Owners' Association, Inc. and/or GRS Community Management to:

Berkeley POA  
C/O GRS Community Management  
3900 Woodlake Blvd. Suite 309  
Lake Worth, FL 33463

Note: The security deposit will be returned to you by the management company after the final inspection by a third-party inspector (if applicable) and after all requirements of the Association have been met. Please allow a minimum of thirty (30) days after the refund request has been submitted to receive your refund.

Berkeley Property Owners Association, Inc.

**HOMEOWNER'S AFFIDAVIT**

I have read, understand, and agree to abide by the Declaration and Rules and Regulations of the Association. In return for approval, I agree to be responsible for the following:

- All losses caused to others, including common areas, as a result of this undertaking, whether caused by me or others.
- To comply with all state and local building codes.
- To comply with all covenants and regulations in the Association's Declaration and Rules and Regulations.
- Any encroachment(s).
- To comply with the conditions of acceptance (if any).
- To complete the project according to the approved plans. If the modification is not completed as approved, said approval will be revoked and the modification shall be removed by the owner at the owner's expense.
- Applicant further acknowledges that drainage swales have been designed and established between homes to carry storm water off the lot and to maintain positive drainage away from home. The Association and/or developer shall not be responsible for any effect that any post-closing improvement may have on drainage. The applicant shall be responsible for all associated costs.
- The Homeowner is responsible for ensuring that all areas affected by the project construction (i.e. landscaping, irrigation, common areas, etc.) are restored to their original condition. The Homeowner will be notified of any deficiencies in writing and will be asked to correct any damages. Failing that, the Homeowner is responsible for all costs necessary for the POA to properly restore the area.

I also understand that the Architectural Control Committee (the "Committee") does not review and assumes no responsibility for the structural adequacy, capacity or safety features of the proposed construction, alteration, or addition, or for performance, workmanship, or quality of work of any contractor or of the completed alteration or description.

I agree to abide by the decision of the Committee or Board of Directors. If the modification is not completed as approved with the specifications submitted in this application and I refuse to correct or remove the modification, I may be subject to court action by the Association. In such event, I shall be responsible for all reasonable attorneys' fees.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Homeowner

*Do Not Write Below this Line*

Berkeley Property Owners Association, Inc.

**Application Status**

*Filled out by Architectural Control Committee*

**Approved Application: Yes**

Signature of ACC Member: \_\_\_\_\_ Date: \_\_\_\_\_

**Approved Subject to the following conditions:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of ACC Member: \_\_\_\_\_ Date: \_\_\_\_\_

**Deferred, due to the following missing information:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of ACC Member: \_\_\_\_\_ Date: \_\_\_\_\_

**Denied, not approved for the following reason:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of ACC Member: \_\_\_\_\_ Date: \_\_\_\_\_

Berkeley Property Owners Association, Inc.

DISCLAIMER/RELEASE

Berkeley Property Owners Association's Board of Directors, the ACC Review Board Members or their representative and the Management Company will not be held responsible for any landscaping or damage incurred by any homeowner's vendors/contractors pertaining to any installations made to said property.

If requested a copy of the building permit will be provided to the Property Management Company prior to the installation or construction to said property. Also, if requested, a copy of a signed County Inspection Approval will be provided upon completion.

At any time, the ACC Review Board, the Board of Directors of the Association and/or the Property Management Company may ask for same documents and has the right to demand that said installation and/or construction be removed immediately at owner's expense if said modification is not what was approved by the ACC Board, Board of Directors, or the Property Management Company.

\_\_\_\_\_  
Name (please print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

Lot # \_\_\_\_\_

## Exhibit A

To expedite your request, please include the information listed below for the specific category. The list may not be inclusive, and the Architectural Control Committee reserves the right to ask for additional information.

1. Fences
  - Survey indicating the location with respect to the property lines and existing improvements.
  - Type of fence including materials, height, drawings, color, finish, and decorative style.
  - Location and swing of gates.
  - Proposed landscaping plan surrounding fence (if required, see 7 below).
2. Exterior Painting
  - Identify colors including paint manufacturer, color name and color number.
  - Provide paint color samples.
  - Elevation of structure of area to be painted (elevation survey) identifying the location(s) of each paint color - i.e., Stucco color x, trim bands color y, door color z, etc.
3. Driveway or Patio Extensions
  - Survey indicating location of proposed installation drawn on survey.
  - Type of materials (driveways must be brick pavers).
  - Provide color and pattern information, preferably samples.
4. Screen Enclosures
  - Survey depicting location of proposed screen enclosure.
  - Description of proposed type of screen enclosures.
  - Plans and specifications provided by the contractor indicating dimensions, height, screen roof type (e.g., mansard, gable or flat), location(s) of screen door(s) and accessories (e.g., kick plates).
  - Plan and elevation views of screen enclosure.
  - Identify colors including, as appropriate, colors for screening, aluminum framing, kick plates and glass.
5. Pool or Spa Additions
  - Survey depicting location of proposed pool or spa on lot.
  - Architectural rendering.
  - Plans for fencing or screening (see 1 and 4 above).
  - Identify pool deck type, color and pattern, preferably samples.
  - Identify coping material and color, preferably samples.
  - Plans for shrubs to conceal pool/spa equipment.
6. Room Additions
  - Survey depicting location of proposed addition on lot.
  - Architectural drawings including plan and elevation views.
  - Identify exterior paint colors including paint manufacturer, color name and color number.
  - Provide roof color verification, preferably with sample. Roof material and color must match existing home.
7. Landscaping
  - Survey depicting location of existing plantings with respect to property lines and existing improvements.
  - Drawing illustrating placement of proposed landscaping. (On survey submitted)
  - Description of proposed landscaping including type, height, and quality of planting materials.
8. Shutters and satellite dishes
  - Shutters require description of type of shutters and color. (Brochure is helpful if available).
  - Satellite dishes require details regarding size, color, type, and location where dish will be mounted. Please place the proposed dish location on a lot survey or site map.
9. Play sets and trampolines
  - Play sets and trampolines must depict the set or equipment and show its placement on a lot survey. If it is visible from the sides, back, or street, shielding landscaping of mature size and height may be required. Proposed shielding landscaping requires a description of type and height of planting materials.
  - Trampolines must be secured or disassembled prior to major storm events
10. Permanent Generators
  - All documents and information set forth in Exhibit B
11. Photographs of the following areas of the lot must be included for all major improvements, including driveway/patio extensions, permanent generators, screen enclosures, pool/spas, room additions and landscaping:
  - Front of home including sidewalk, driveway areas, and landscaping.
  - Both sides of home (including neighbors' yard if affected), including all landscaping
  - Rear of home including landscaping and areas that are being altered.
  - Lake maintenance easement area and lake bank.

*Note: Any Architectural renderings submitted to the ACC will not be returned to the applicant.  
Please retain your originals.*

## EXHIBIT B

### PERMANENT GENERATORS

Without limiting the generality of the criteria included in these Rules and Regulations and without curtailing the right of the Committee or the Board in rejecting certain requests or employing judgment in evaluating requests, the following guidelines shall be considered when evaluating requests for a permanent emergency generator and any underground propane storage tank and other appurtenances applicable to the permanent generator (collectively, a "Generator System"). Note that, even in the event of strict compliance with the following guidelines, prior approval from the Committee shall be required for each and every installation of a Generator System on a Lot:

1. **Location:** No above-ground portions of a Generator System shall be permitted to be installed within any portion of the front yard of a Lot. No portion of a Generator System shall encroach onto: (a) any Association Property, (b) any other Lot in the Community, (c) any easements benefiting or burdening the Lot including, without limitation, utility easements, drainage easements, lake maintenance easements, lake maintenance access easements or (d) drainage swales on the Lot. In addition to the foregoing the locations of the various components of the Generator System shall otherwise comply with all Governmental Requirements. The location of the Generator System shall also comply with all applicable setback requirements.
2. **Applications Submittals:** All applications for Generator Systems shall include, in addition to other standard information:
  - (a) the make, model, propane capacity and sound level ratings for all components of the Generator System, and (b) an indemnification and hold harmless agreement from the Owner(s) of the Lot in favor of the Association, the Committee, and all other Owners. With the application for installation of a Generator System, the Owner shall be required to submit a survey to the Committee showing the general location and placement of all components of the Generator System, including any underground propane storage tank. The survey shall depict (i) the location of all components of the Generator System including, without limitation, the storage tank and the distances from the Home on the Lot and the Home(s) adjacent to the Lot on the side(s) where the Generator System or any portion thereof is to be installed, (ii) the size and layout of the slab that the physical generator will be installed on, (iii) the location of all easements and applicable setbacks affecting the Lot to show that no portion of the Generator System encroaches thereon, and (iv) the location and size and species of any screening to be installed to screen the above-ground portions of the Generator System as required below.
3. **Screening:** Generators shall at all times be screened from view by all adjacent Lot Owners and from the street. Screening may include the use of fences or hedges, or a combination thereof, as determined by the Committee. Owner shall be required to submit a landscaping/screening plan to show proper screening of the Generator. Owner shall be responsible to maintain, repair and replace from time to time any fence and/or hedges which may be approved as part of the screening requirements for the Generator System.
4. **Compliance with Governmental Requirements:** For any Generator System approved by the Committee, the Owner shall at all times be responsible to comply with all Governmental Requirements relating to the installation and use of the Generator System including, without limitation, applicable setback requirements and maximum sound level restrictions. In that regard, all approvals for a Generator System shall require the Owner to obtain all necessary building permits and other approvals required by the Governmental Requirements. Regardless of an approval by the Committee, no Generator System may be installed or used without such building permits and approvals. No portion of an Owner's Security Deposit shall be returned to an Owner unless and until evidence satisfactory to the Committee of such compliance with Governmental Requirements has been delivered to the Committee.
5. **Underground Propane Tanks and Plumbing:** A licensed and insured LP gas contractor must be used to install any underground propane tank and any necessary plumbing.
6. **Maintenance:** All Generator Systems must be regularly and properly maintained, repaired, and replaced, as applicable, by the Owner of the Lot on which such Generator System is installed.
7. **Required Removals:** For any Generator System, if approved, the Owner shall be responsible for the costs associated with any required removal, repair and/or replacement if the Generator System is erected on or adjacent to a lot line common with a Lot where the house is not yet under construction or, if under construction, not yet closed to the new Owner.
8. **Limitations:** Not all Lots in the Community may be able to have Generator System installed thereon due to, among other things, the Governmental Requirements, applicable setback requirements, location of easements and the configuration of the Lot. Accordingly, even if an application for a Generator System is approved by the Committee, there is no guarantee that a particular Lot will accommodate a Generator System thereon. Accordingly, each Owner shall be responsible to confirm that their Lot can accommodate a Generator System prior to making application to the Committee and/or applying for any necessary permits and approvals.

## EXHIBIT C

### POOL REQUIREMENTS

In addition to the Rules and Regulations and any conditions the Association may require:

1. A check in the amount of \$5,000.00 made payable to the POA must be submitted with the ACC application. A \$300.00 non-refundable inspection fee will be deducted from the security deposit, and the balance will be returned to the owner subject to passing final inspection (less the amount of any damages required to be repaired as a result of the improvement, if any). The final inspection will be completed by a third party engineer selected by the POA to ensure that all of the above have been addressed once the pool has been signed-off by Palm Beach County. This inspection is very important as it will confirm all grading and drainage of your lot and your neighbors are in compliance within the community.
2. The pool edges closest to the home must be a minimum of 5 feet from any structure of the home, including columns for the covered patio.
3. Installation of hedges are required to camouflage and screen the pool equipment. The hedges must be a minimum of two and half (2 1/2) to three (3) feet in height installed.
4. The irrigation zones in the location of the pool must be cut and capped prior to the commencement of construction. Zone lines for the balance of the lot must remain functional during construction of the pool. Pool contractor shall not tamper with the irrigation valve serving the adjacent lots.
5. Silt fences must be installed at the rear and side yard property lines PRIOR to the commencement of any construction.
6. No construction materials shall be dumped or stored in the right-of-way. All materials must be stored on the subject lot.
7. Any damage to the right-of-way must be repaired and restored to their original condition. This includes the asphalt, concrete sidewalks, and sod within the right-of-way.
8. All pool dirt must be removed offsite the same day the pool is excavated.
9. For lake front lots, no material/dirt is allowed to be stored within the lake tract, which includes the lake maintenance easement and lake maintenance access easement.
10. All pool overflows must be plumbed on the sides of the pool (NOT the rear). Overflow shall be minimum 10' from the rear of the deck/pool enclosure.
11. Prior to sodding, the Contractor shall have the side yard swales staked and graded to ensure positive drainage.
12. Upon completion of sod, the contractor shall have the surveyor "as-built" the side yard swales. Grades shall be shot at 20-foot intervals along the side yard property lines from the front to rear of the property. Said as-built shall be submitted to the reviewing engineer for conformance with the original design plans and to ensure the swales are properly graded to drain.
13. If the pool deck is to be constructed to the rear property line, the existing grade at the rear property line must not be compromised and/or changed. If the pool deck grade is higher, a retaining wall must be built at the grade transition. Sod seams at tie-ins shall be cut-in to match the adjacent sod/grade. Bushes shall be installed around all pool equipment for screening. It is highly recommended that the final payment to the pool contractor is not made until all County and POA inspections have passed.

The returnable portion of the security deposit will be returned to you by the Management Company after the final inspection by a third-party inspector and after all requirements of the Association have been met. Please allow a minimum of thirty (30) days after check refund request has been submitted to receive your refund.





**ACKNOWLEDGMENT, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

THIS ACKNOWLEDGMENT, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT ("Agreement") is made by the undersigned owner (individually or collectively, the "Owner"), in favor of BERKELEY PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association") and the "Indemnified Parties" (as hereinafter defined).

WHEREAS, Owner is the owner of the lot listed below in the community commonly known as Berkeley located in Palm Beach County, Florida. Owner intends to submit an application to the Association for approval to install, use and maintain a permanent emergency generator, an underground propane storage tank and other appurtenances applicable thereto (collectively, a "Generator System") on the Lot.

WHEREAS, the Rules and Regulations of the Association require that any application for a Generator System submitted to the Association for approval shall include an indemnification and hold harmless agreement from the Owner in favor of Association, the Architectural Control Committee of the Association and all other owners of lots and homes within Berkeley (collectively, the "Indemnified Parties").

WHEREAS, as consideration for the Association agreeing to approve the installation, use and maintenance of the Generator System, Owner hereby agrees to indemnify and hold the Indemnified Parties harmless, all as more fully set forth in this Agreement.

NOW THEREFORE, for Ten Dollars (\$10.00), paid in hand, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Owner hereby acknowledges and agrees as follows:

1. Acknowledgment. Owner hereby acknowledges, understands and agrees that Owner has read the Rules and Regulations of the Association, including, without limitation, the terms, provisions and limitations relating to the Generator System, and that Owner and Owner's proposed Generator System will comply with the terms, provisions and limitations contained therein and with all manufacturer's specifications and all applicable codes, ordinances, laws, rules, regulations and orders of the appropriate governmental authorities.

2. Indemnification. Owner shall, jointly and severally, unconditionally, absolutely and irrevocably, indemnify, defend and hold harmless the Indemnified Parties from and against any and all actions, claims, demands, suits, losses, damages, liabilities, fines, obligations, penalties, costs and expenses of any kind or nature whatsoever, including, without limitation, court costs and "Legal Fees" (as hereinafter defined), which are directly or indirectly suffered or incurred by the Indemnified Parties at any time or from time to time as a result of or arising from (i) any claim, demand, suit or action brought against the Indemnified Parties in connection with or related to the installation, use and/or maintenance of the Generator System by the Owner; and/or (ii) any default, breach, violation or other non-performance, relating to or in connection with Owner's installation, use and/or maintenance of the Generator System; and/or (iii) any failure of Owner to comply with the terms and conditions of this Agreement. For purposes of this Agreement, "Legal Fees" shall mean all reasonable attorney's fees and expenses, paralegal services, and all court costs and other expenses incurred through and including all trial and appellate levels and post-judgment proceedings incurred in connection with negotiation and preparation for mediation, arbitration, and/or litigation, whether or not an action is actually begun. If any action or claim shall be brought or asserted against any of the Indemnified Parties, such party shall promptly notify Owner in writing via First Class Mail to the post office mailing address of the Lot, and Owner shall assume the defense thereof, including the employment of counsel and the payment of all expenses. Notwithstanding the foregoing, no assumption of defense of an action or claim by Owner shall in any way delay, reduce or otherwise diminish Owner's indemnification and hold harmless obligations hereunder. In the event Owner fails to indemnify, defend or hold harmless the Indemnified Parties pursuant to this Section 2, Owner shall fully indemnify the Indemnified Parties for Legal Fees incurred in enforcing the terms of this Agreement.

3. Severability. In the event any provision of this Agreement is unenforceable, the remainder of this Agreement shall be enforced as written.

4. Attorney's Fees. In the event that there is any dispute respecting this Agreement or any party's actions and/or responsibilities relative to this Agreement, the prevailing party shall be entitled its Legal Fees from the non-prevailing party.

5. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Owner and the Indemnified Parties and their respective heirs successors and assigns.

Berkeley Lot # \_\_\_\_\_

Owner Signature: \_\_\_\_\_ Owner Printed Name: \_\_\_\_\_

Owner Signature: \_\_\_\_\_ Owner Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_