

ARCHITECTURAL REVIEW CHECKLIST

This checklist should be completed by the Owner and their contactor and reviewed by the Property Manager before the Application for Architectural Review is submitted to the Architectural Control Committee ("Committee") for review and approval.

PLEASE CHECK ALL ITEMS BELOW THAT APPLY TO THIS APPLICATION:

_____ Owners have closed and has title to the property. Application will not be reviewed until Owners have closed on the purchase of the Home.

_____ Owners have signed and initialed the application and all required affidavits, acknowledgments and indemnification agreements.

_____ One (1) complete set of all plans, specifications, drawings and other supporting documents for the planned Improvement prepared by an architect, general contractor, landscape architect, engineer or other person determined by the Committee to be qualified. Dimensions of each improvement must be included in the documents submitted.

_____ Lot survey showing location of the Improvement in relation to the Home and Lot boundaries, clearly marked and drawn to scale and indicating dimensions and measurements, as well as property line setbacks and the adjacent lots. Some examples include fences, gate locations, pools, generators, landscaping, etc.

_____ Drainage Plan.

_____ Color photos of the proposed improvements identifying the materials to be used.

_____ Color photos of the Home and lot depicting the areas of the Home and lot to be affected by the improvement.

_____ Color Photos of the street and sidewalk, if any, in front of the home showing their condition prior to work starting

_____ Copy of contractor/subcontractor's license and insurance certificate to include general liability (minimum of 1 million dollars) & workers compensation OR State of Florida workers compensation exemption for every single worker on the project. The general liability certificate must list the Lotus Palm Homeowners Association, Inc. as an "Additional Insured". Insurance policies must be provided for all contractors working on any ACC project.

_____ A contract for capping and/or modifying the irrigation system is required and must be performed by the association's irrigation company. This is a common area system, and outside vendors are not permitted to modify the system. Florida Exotic can be contacted at 772-286-2924. The owner is responsible for any charges required by Florida Exotic.

_____ A Security Deposit of \$5,000.00 made payable to **LOTUS PALM HOMEOWNERS ASSOCIATION, INC.** for large Improvements to cover the costs of any incidental damage caused to Association Property, an adjacent Home or Lot, or any other property (whether real or personal) by virtue of Owner's construction or installation of the Improvements. This security deposit is required at the Association's sole discretion for improvements such as pools, patio extensions, screen enclosures, major landscaping, etc. The security deposit, less any damages caused by the construction or installation of the Improvements, will be returned after the final inspection following the installation or construction of the Improvement.

_____ A non-refundable Review and Inspection Fee in the amount of \$350.00 made payable to **LOTUS PALM HOMEOWNERS ASSOCIATION, INC.** This Review and Inspection Fee is required at the Association's sole discretion for the review and inspection of Improvements such as pools, patio extensions, screen enclosures, major landscaping, etc.

_____ A check made payable to **LOTUS PALM HOMEOWNERS ASSOCIATION, INC.** in the amount of \$40.00 for costs associated with testing related to the pool dewatering compliance process.

Notes:

- The Committee has forty-five (45) days of receipt of the completed application and the complete set of all required documents to complete the review. An application is only deemed complete with all documents have been received and any questions have been responded to.
- Owner must sign all forms, attach any required certificates, lot survey, plans and any other exhibits for the Improvement that may be required. If the application is submitted without the required documentation, photos, plans and exhibits, it will be returned to the Owner to complete and resubmit. Surveys must be marked to identify the improvements.
- ACC Applications are accepted in person by appointment **ONLY**. Please contact your Assistant Property Manager Laura Uribe at the management office is 561-872-3120, or you can email luribe@grsmgt.com to request an appointment.

FOR COMMITTEE/MANAGEMENT USE ONLY

Date Complete Package Received from Owner: _____

Property Management Reviewer: _____

Property Manager Comments for Owner if package incomplete: _____

OWNER'S AFFIDAVIT

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

- a. Allowing reasonable access to the Lot by the property management company and committee members or their designees to conduct site visits as part of the review process, and on-going construction observations.
- b. All losses or damage caused to others, including common areas, as a result of this Improvement, whether caused by Owner or others.
- c. To comply with all applicable governmental laws, statutes, ordinances, codes, rules and regulations.
- d. To correct any encroachments caused by the Improvement.
- e. To comply with the conditions of approval required by the Association for the Improvement (if any, including, without limitation, all requirements related to pool dewatering).
- f. To complete the Improvement in accordance with the approved plans. If the Improvement is not completed as approved, said approval will be revoked and the addition or modification shall be removed by the Owner at the Owner's expense.
- g. Owner further acknowledges that the existing drainage swales have been designed and established between homes (side yard and/or rear yard) to provide positive drainage away from Home and convey storm water off the lots. The Association and/or Declarant shall not be responsible for any impact that proposed Improvement may have on drainage. The Owner shall be responsible for all associated costs to correct drainage problems caused by the Improvement.
- h. Costs associated with irrigation modifications as a result of this Improvement. The Owner must notify Florida Exotic. (772-286-2924) to make modifications to any irrigation system prior to work being initiated. All required modifications shall be at the Owner's expense.
- i. Fees and costs associated with dewatering in connection with the pool construction.
- j. Assuming maintenance responsibility for any new landscaping installed.
- k. Providing contractors and material suppliers access to construction areas only through Owner's property.
- l. Owners must ensure that vendors use plywood to protect the asphalt when loading or unloading pool equipment
- m. Ensuring that all areas affected by construction of the Improvement (i.e. landscaping, irrigation, common areas, etc.) are restored to their original condition. Owner will be notified of any damage or deficiencies in writing and will be required to correct any damages. Failing that, the Owner is responsible for all costs necessary for the Association to properly restore the affected areas.
- n. Holding harmless and indemnifying the members and representatives of the Committee, the Declarant, and the Association generally, from any and all losses, claims, demands, suits, actions, causes of action, liabilities (including, without limitation, property damage, personal injury and/or death), judgments, damages (including, without limitation, all secondary, incidental, consequential, special and/or punitive damages), fines, liens, encumbrances, penalties, costs and expenses of whatever nature or kind (including, without limitation, Legal Fees), related to, arising out of and/or resulting from the Improvement.
- o. To require any contractors hired by the Owner to stop work if the conditions are not met as determined by the Association and not recommence work until compliance has been achieved and approved by the Association.

I acknowledge that the Committee does not review or assume responsibility for the structural adequacy, capacity, safety or compliance with any applicable law, rule, regulation, code or ordinance of the proposed Improvement; or for performance, workmanship, quality of work, or schedule of any contractor.

I agree to abide by the decision of the Committee or Association. If the Improvement is not completed as approved, within the specifications submitted in this application and any conditions of approval required by the Committee, and I refuse to correct or remove the Improvement, I may be subject to legal action by the Association and responsible for the Association's reasonable attorneys' fees.

OWNERS:

Print Name: _____
Date: _____

Print Name: _____
Date: _____

MODIFICATION AND RE-ROUTING OF SPRINKLER/IRRIGATION SYSTEM

Please be advised that Owners are required to use the Association's irrigation contractor, **Florida Exotic**, for any and all changes and repairs to the irrigation system required based on the requested Improvement to the Lot and/or Home prior to the start of the approved project. Keep in mind that the irrigation system for your Home is part of a master irrigation system for the Community and is therefore connected to several homes. Your contractor is not to turn on your irrigation from the valve at any time or otherwise adjust or tamper with the irrigation system. If you need longer irrigation run times, you may request this by placing a work order with your Property Manager.

If you are installing a pool, please do not install additional landscaping during construction, as your material will be in jeopardy due to the capped irrigation. **THE LOTUS PALM HOMEOWNERS ASSOCIATION WILL NOT BE RESPONSIBLE FOR DEAD MATERIAL RESULTING FROM THE CAPPING AS A CONDITION OF NEWLY INSTALLED LANDSCAPING. YOU ARE REQUIRED TO HAND WATER WHILE IRRIGATION IS CAPPED.**

I hereby acknowledge that all lawn sprinkler additions, irrigation system repairs, sprinkler system re-routes, including but not limited to installation and repairs of sprinkler heads, and other products damaged or in need of re-routing related to the irrigation system will be at Owners' expense and brought back to its original or repaired condition within seven (7) business days of the project completion.

OWNERS:

Print Name: _____
Date: _____

Print Name: _____
Date: _____

GENERAL SUBMITTAL GUIDELINES

To expedite review of this application, please submit the information listed below for the specific category. Every Improvement is unique so these items may not be an exhaustive list of the items required to be submitted. The Architectural Control Committee ("Committee") reserves the right to request additional information. All plans must clearly depict the proposed Improvement and its relationship to the Home and Lot (i.e.: fences, pools, screen enclosures, pool equipment, patios, etc.), and shall be drawn at an appropriate scale. Please refer to the Association's Rules and Regulations for additional information.

1. Fences
 - Lot survey indicating the location of the fence with respect to the property lines and existing improvements within the Lot.
 - Bronze aluminum rail fences in the type and form offered by Declarant throughout the Community shall be the only permissible type of fencing on the Lots within the Community. Fence heights shall be 5' in height, with vertical pickets spaced no closer than 3" on center and no thicker than 1" Location and swing direction of any gates.
 - Gate size should be 5' wide.
 - Lake Lot Owners shall be required to install two (2) five feet (5') wide gates, one of which must be located at the rear yard.
 - Proposed landscaping plan surrounding the proposed fence (if required, see 6 below).
 - Removal agreement if fence is being installed within any drainage easement or rear yard drainage swale easement.
 - Items (including photos) set forth on Attachment "A" are required.
2. Painting
 - Identify proposed colors, including paint manufacturer, color name and color code/number.
 - Elevation view of structure showing areas to be painted (elevation survey) specifying the locations of each paint color - i.e., stucco color x, trim bands color y, door color z, etc.
 - Items (including photos) set forth on Attachment "A" are required.
3. Driveways and Concrete Patio Extensions
 - Lot survey indicating location of proposed extension drawn to scale on the survey with dimensions.
 - Type of materials (driveways must be brick pavers).
 - Color and paver pattern information.
 - Landscape plan showing impact to existing landscape and any proposed replacement plantings.
 - Agreement for capping and re-routing irrigation.
 - Items (including photos) set forth on Attachment "A" are required.
4. Screen Enclosures
 - Lot survey depicting location and dimensions of proposed screen enclosure.
 - Description of proposed type of screen enclosures.
 - Plans and specifications provided by the contractor indicating dimensions, height, screen roof type (mansard only), locations of screen doors and accessories (e.g. kick plates) and dimensions of paver door stoop.
 - Plan and elevation views of screen enclosure.
 - Identify colors including, as appropriate, colors for screening (charcoal or black), aluminum framing (bronze only), and kick plates (bronze only).
 - Landscape plan showing impact to existing landscape and any proposed replacement plantings.
 - 8" mulch or landscaping rock border with weed barrier adjacent to screen enclosure.
 - Concrete slab or footer is required, along with the items on Attachment "A."
5. Pool and Pool Additions (including spas)
 - Lot Survey depicting location of proposed pool, deck, pool equipment on Lot, and the mechanical equipment on the adjacent lot. Note the property line setback referenced in Attachment "B".
 - Architectural rendering of the pool and deck.
 - Must include plans for fencing or screening (see Items 1 and 4 above).
 - Identify pool deck type, color and pattern.

- Identify coping material and color, pool tile and interior finish.
 - Landscape Plans showing impact to existing landscape and any proposed replacement plantings. Plan shall also include shrubs to conceal pool equipment from the road and any lake.
 - Agreement for capping and re-routing irrigation.
 - Items on Attachments "A" & "B" are required.
6. Landscaping (including artificial turf)
- Lot survey depicting location of existing plantings with respect to property lines, easements and existing improvements.
 - Scaled landscape plan illustrating placement of proposed trees, shrubs and groundcover.
 - Description of proposed landscaping material (trees and shrubs) including plant type, height and quality of planting materials.
 - Photos of proposed plantings and other landscape materials.
 - Agreement for capping and re-routing irrigation (if required).
 - Artificial turf is only permitted as an accent feature within a deck.
 - Some landscape additions that are major in scope may require items on Attachment "A."
7. Hurricane Shutters, Motorized Screens or Awnings and Satellite Dishes
- Shutters, motorized screens and awnings require description, type and color of all materials. Brochure is helpful if available.
 - Satellite dishes require details regarding size, color, type and location where dish will be mounted.
 - Lot Survey depicting location of proposed improvements on the Home. Satellite dish cannot be located on the front elevation of home.
8. Generators
- Lot survey depicting location of proposed generator with dimensions on the Lot and the mechanical equipment on the adjacent lot. Include pad size. Note the property line setback referenced in Attachment "C".
 - Landscape plans showing impact to existing landscape and any proposed replacement plantings. Plan shall also include shrubs to conceal above ground equipment from the adjacent lots, road and any lake.
 - Signed Indemnification Agreement.
 - Agreement for capping and re-routing irrigation.
 - Items on Attachment "C" are required.

COMMITTEE APPROVAL: If the Committee approves the application, the Owner is authorized to contact their Contractor and begin work immediately once relevant permits have been obtained.

COMMITTEE DENIAL: If the Committee does not approve the application, the reason for denial will be stipulated in a letter. If additional information is needed, the Owner will be allowed to resubmit with all the required information. No work shall commence unless and until the Committee has provided its written approval for the Improvement.

Owners are responsible for obtaining all necessary permits and approvals from the appropriate governmental agencies, as applicable.

Note: Any Architectural renderings submitted to the Committee will not be returned to the applicant.

ATTACHMENT C PERMANENT GENERATOR GUIDELINES

Without limiting the generality of the criteria included in the Rules and Regulations of the Association 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, fence and hedge easements, wall and hedge easements, zero lot line maintenance and roof overhang and encroachment 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.

All portions of a Generator System must be located within 4'-6" from the exterior wall of the Home so that adequate side yard drainage can be maintained. The proposed above-ground equipment must also be separated by more than 10' (front to rear) from the existing mechanical equipment on an adjacent lot. The addition of mechanical equipment on the side of a Home may require installation of roof gutters between homes to properly direct drainage consistent with the original design plans for the Community. At time of application for Architectural Review, a site plan shall be submitted showing the location of all mechanical equipment on the Lot and adjacent lots with complete measurements to demonstrate compliance with this condition.

In addition to the above, every effort shall be made to site generators at the furthest possible distance from the neighboring home's windows and/or doors, and all Generator Systems shall have user-preselected exercise times limited between the hours of 10:00 AM - 5:00 PM.

2. **Applications Submittals:** All applications for Generator Systems shall include, in addition to other standard information: (a) the make, model, and propane capacity for all components of the Generator System, and (b) an indemnification and hold harmless agreement from the Owners 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 Lot Survey to the Committee showing the location and placement of all components of the Generator System. The Lot Survey shall depict (i) the location of all components of the Generator System including, without limitation, the distances from the Home on the Lot and the Home adjacent to the Lot on the side 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 (referenced above) affecting the Lot to show that no portion of the Generator System encroaches thereon, and (iv) the location, size and species of any landscape shrubs 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 of all adjacent Lot Owners and from the street and any lake using hedges. Owner shall be required to submit a landscaping/screening plan to show proper screening of the Generator. Landscape shrubs, minimum 48" high, shall be installed to screen all pool equipment from the road, neighboring lot, and any lake.
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 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. **Plumbing:** A licensed and insured LP gas contractor must be used to install any necessary plumbing and connections.

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.

ALL OF THE ABOVE REQUIREMENTS MUST BE MET BEFORE ANY DEPOSITS WILL BE RETURNED

GENERATOR ACKNOWLEDGMENT, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

THIS GENERATOR ACKNOWLEDGMENT, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT ("Agreement") is made by the undersigned owner (individually or collectively, the "Owner"), in favor of LOTUS PALM HOMEOWNERS 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 Lotus Palm 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 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 Lotus Palm (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. Owner further covenants and agrees that Owner and Owner's proposed Generator System will comply with the terms, provisions and limitations contained in the Association's Governing Documents (including, without limitation, the Rules and Regulations), all conditions of approval required by the Architectural Control Committee of the Association, all manufacturer's specifications and all applicable codes, ordinances, laws, rules, regulations and orders of the appropriate governmental authorities (collectively, the "Generator Requirements").

2. **Indemnification.** Owner shall, jointly and severally, unconditionally, absolutely and irrevocably, indemnify, defend and hold the Indemnified Parties harmless from and against any and all losses, claims, demands, suits, actions, causes of action, liabilities (including, without limitation, property damage, personal injury and/or death), judgments, damages (including, without limitation, all secondary, incidental, consequential, special and/or punitive damages), fines, liens, encumbrances, penalties, costs and expenses of whatever nature or kind (including, without limitation, attorneys' fees and costs up to and including trial and through all appellate levels and whether or not a lawsuit is commenced) related to, arising out of and/or resulting from: (i) the installation, use and/or maintenance of the Generator System by the Owner; (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 and/or the Generator Requirements. The foregoing indemnification and hold harmless obligations shall apply regardless of the cause of such personal injuries and/or deaths, including, without limitation, the negligence and/or willful misconduct of the Indemnified Parties. 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, personal representatives, successors and assigns.

Lotus Palm Lot # _____

Owner Signature

Owner Signature

Owner Printed Name

Owner Printed Name

Date:

Date:
