

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.

_____ 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. General liability certificate must list the Lotus Palm Homeowners Association, Inc. as an "Additional Insured".

_____ 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 from receipt of the completed application and complete set of all required documents to complete the review.
- 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.
- ACC Applications are accepted in person by appointment **ONLY**. Please contact your Property Manager. The management office is at 561-872-3120, or you can email dacovino@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:

POOL SUBMITTAL GUIDELINES

To expedite review of this application, please submit the information listed below. 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. Documents required:
 - Lot Survey depicting location of proposed pool, deck, pool equipment on Lot, and the mechanical equipment on the adjacent lot.
 - Architectural rendering of the pool and deck.
 - Must include plans for fencing or screening.
 - 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.
2. The following checks must be submitted with the application:
 - Non-refundable Application Fee of **\$50.00** made payable to **GRS Management Associates**.
 - Refundable Security Deposit in the amount of **\$5,000.00** made payable to **Lotus Palm Homeowners Association**.
 - Non-refundable check in the amount of **\$350.00** made payable to **Lotus Palm Homeowners Association** for review and inspection fees. Multiple fees may be required until the final grading inspection is passed in the third-party engineer's sole discretion.
 - Non-refundable check in the amount of **\$40.00** made payable to **Lotus Palm Homeowners Association** to reimburse the Association for costs associated with the pool dewatering compliance process
3. It is recommended that Owner should not make final payment to their contractor until the Security Deposit is returned after the Committee's final inspection is approved.
4. Please contact GRS Management Associates when the Improvement is complete to schedule the Committee's final inspection.
5. The Security Deposit will not be returned to the Owner until all conditions of the approval have been satisfied and the final inspection has been approved.
6. Generally, the following plans shall be required for most applications:
 - Lot Survey – Plan showing all requested structural and site changes (i.e. fence, pool, screen enclosure, pool equipment, patio, additions, etc.) drawn on the Lot at an appropriate scale.
 - Landscape Plan – Plan showing landscape to be removed and added, that must include species and size of proposed trees and shrubs with the location of placement. If applicable, existing adjacent side and rear yard landscape buffers must also be shown.
 - Drainage Plan – Plan showing any changes to the drainage patterns. For pools the drainage plan must show the location of overflow drain and pool equipment. If the pool equipment is located in the side yard, Owner shall demonstrate that drainage flow in side yard swale will not be impacted, and the pool equipment meets the side setback requirements.
7. Photos of the portion of the lot and/or home being affected by the Improvement prior to installation.

NOTE: The refundable Security Deposit (**\$5,000.00**) will be returned to the Owner by the Property Management Company after approval of the Committee's final inspection is issued by a third-party engineer, following completion of the approved Improvement. Please allow a minimum of thirty (30) days after Security Deposit refund request has been requested to receive the refund. See paragraph 19 of the Post-Closing Pool Requirements for additional information regarding the Security Deposit.

POST-CLOSING POOL REQUIREMENTS

1. Owner and their pool contractor are responsible for obtaining all necessary permits and approvals from the appropriate Building Departments and governmental agencies, as applicable.
2. **IMPORTANT:** In the event construction of the pool requires dewatering, prior to discharge, all water must be filtered using a pool filter to remove all sediment. If the home is on a lake lot, the filtered water must be discharged into the lake and the discharge pipe must be extended no less than 5' into the lake water. If the home is on a non-lake lot, the filtered water must be discharged into the catch basin located along or near the rear property line. Please refer to the attached diagrams. Discharge water SHALL NOT be released onto the ground and/or swales. Should the pool contractor have questions regarding the dewatering process, please contact the Property Manager.
3. **Per requirements from Florida Department of Environmental Protection, every 20th pool constructed in the community will require testing of the effluent water pumped out of the pool excavation. In order to track this requirement, following ACC approval, all Owners must contact the Property Manager to provide the actual date that pool construction will commence with a minimum of one week's notice in order to timely coordinate such testing.**
4. Access to areas of pool construction is only allowed through Owner's Lot, and Owner is responsible for repairing any damages done to adjacent Lots and common areas caused by the construction.
5. Owner's pool contractor is responsible for removal all dirt, rocks, concrete, debris and trash from the Lot and Community. All excavated fill (dirt) from the pool construction or any other improvement must be removed from the Community by the Owner's contractor the same day the pool is excavated or the dirt generated. No dirt or debris can be left on the Lot, adjacent lots, street, swale, lake bank, preserve or any adjoining common area property during or after construction is complete.
6. There will be no signs displayed anywhere within the Community per the Declaration of Covenants, Conditions and Restrictions. Only permit boards will be allowed to be displayed, and they must be on the Lot in which the related work is being performed.
7. A Certificate of Completion must be received from the Building Department prior to the Committee's final inspection and return of any refundable Security Deposits.
8. The irrigation zones (pipes) in the location of proposed pool must be cut and capped by MAC Irrigation. Zone lines for the balance of the lot must remain functional during the pool construction. Contractor shall not tamper with the irrigation valve serving the subject and adjacent lots.
9. Silt fences must be installed at the rear and side yard property lines PRIOR to any construction.
10. No construction materials may be dumped or stored in the road right-of-way, lake bank or adjacent lot.
11. All materials must be stored on the subject lot. For lake front lots, no material/dirt is allowed to be stored within the lake tract which includes the lake maintenance easement.
12. Any damage to the road right-of-way must be repaired/restored to their original condition. This includes the asphalt, concrete sidewalks, curb, and sod within the road right-of-way.
13. Prior to sodding, the contractor shall have the side yard swales staked and graded to insure positive drainage per the original design plans for the Community.
14. Upon installation 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 grades shall be submitted to the Property Manager for inspection and approval by the engineer for conformance with the original design plans, and to insure the swales are properly graded to drain storm water away from the Home and in the appropriate direction.
15. If the pool deck is to be constructed near 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 than the existing grade, a short retaining wall must be built at the grade transition.
16. Sod seams at tie-ins shall be cut-in to match the adjacent sod/grade.

17. Pool Equipment must be located within 4'-6" from the exterior wall of the Home so that adequate side yard drainage can be maintained. The proposed pool equipment must also be separated by more than 10' (front to rear) from existing mechanical equipment on an adjacent lot. The addition of pool 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 and detailed Drainage Plan shall be submitted showing the location of all existing and proposed mechanical equipment on the Lot and adjacent lots with complete measurements to demonstrate compliance with this condition.
18. Landscape shrubs, minimum 48" high, shall be installed to screen all pool equipment from the road, neighboring lot and any lake.
19. Once the pool construction has been approved by the Building Department, upon request by Owner, a final inspection will be completed by the Association's professional engineer to ensure compliance with the approved applications and that all of the above have been addressed. If the Association's professional engineer notes a deficiency with any of the above, requiring an additional inspection, a fee of \$350 will be due for each additional inspection required. Any cost incurred by the Association to make necessary damage repairs not completed by the pool contractor will also be deducted from the Security Deposit. Once the Association has approved the final inspection, the Security Deposit will be returned to the Owner.
20. It is highly recommended that the final payment to the pool contractor is not made by Owner until all Building Department and Association inspections have been approved and the Owner's Security Deposit is returned.

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

ACKNOWLEDGED AND AGREED TO BY:

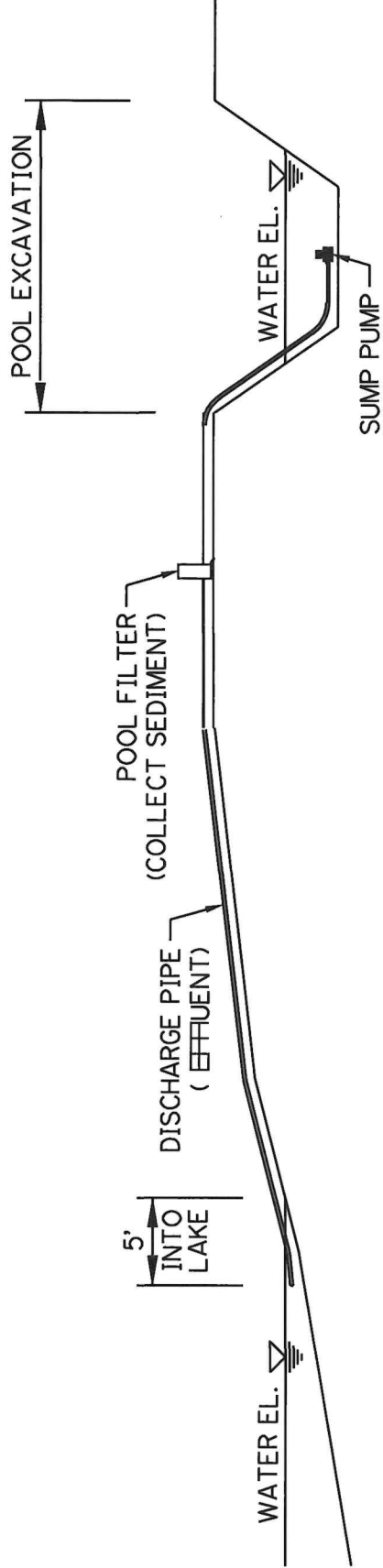
OWNERS:

Print Name: _____
Date: _____

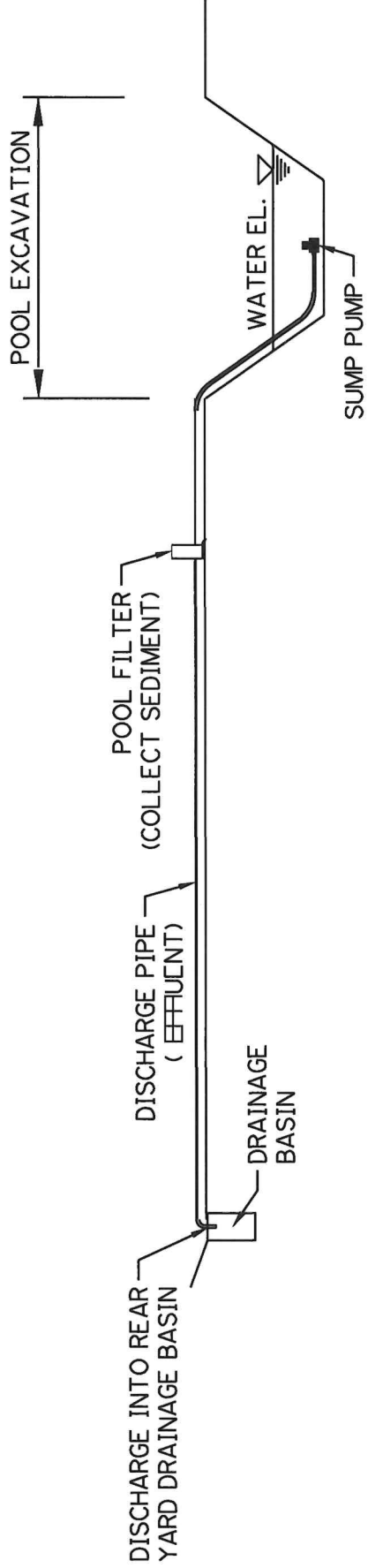
Print Name: _____
Date: _____

POOL SUBCONTRACTOR:

Print Name: _____
Date: _____



LAKE LOT
N.T.S.



NON-LAKE LOT
N.T.S.

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. Fees and costs associated with irrigation modifications as a result of this Improvement. The Owner must notify MAC Irrigation (561-498-7145) 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. 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.
- m. 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.

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 Landscape**, 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: _____