

# ARCHITECTURAL DESIGN REVIEW MANUAL FOR ADMIRAL'S COVE

Approved by the Admiral's Cove ADR Board on December 10, 2020

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## I. INTRODUCTION TO THE ARCHITECTURAL AND DESIGN REVIEW COMMITTEE

### THE PURPOSE OF THE ADR

To ensure Admiral's Cove continues to be a community of exceptionally well designed and high quality homes that express individual tastes as well as ensuring harmonious influences on neighboring properties and the Community, while adhering to design standards that have been carefully developed to respect homeowner privacy and sustain growth in community home values.

### VISION STATEMENT

Property in Admiral's Cove is subject to certain restrictions as defined in the Declaration of Covenants and this Design Review Manual.

The Architectural Design Review Committee's aim is to avoid harsh contrasts in the landscape and architectural themes and to foster thoughtful design so that there is harmony in design throughout the community. Each architectural design shall be considered on an individual basis with specific emphasis on impact, privacy and harmony with surrounding homes and styles.

Homes shall be designed to be consistent with an architectural style, including massing of roofs, walls, windows and details on all exterior sides.

## **ADR'S AUTHORITY**

The ADR Committee is granted its authority by Florida State statutes and in the Master Declaration of Covenants, Restrictions and Easements for Admiral's Cove, Article V, Section IV, Item (c) on page 18 as filed on October 27, 1986 and provided to all home owners. The State statutes and governing documents gives the ADR the legal authority to develop, enact and enforce architectural design review standards.

## **MAJORITY VOTE**

Each member of the Architectural Design Review Committee (ADR) shall have an equal vote, and the vote of the majority of all Committee Members of the ADR shall constitute a decision for approval or denial of an Application.

## **MEETINGS**

The Architectural Design Review Committee (ADR) normally meets the second Thursday of each month. Special ADR meetings and expedited ADR meetings can be scheduled if required, subject to the availability of the ADR Committee Members. Additional fees will apply. You may call the Property Owners Association office for scheduled meeting, to schedule a special/expedited meeting, information or questions at (561 746-7769). Meeting dates and times are subject to change at the ADR's discretion.

## **RESPONSIBILITIES**

On behalf of the Association and in accordance with the Master Declaration, Article V, the Architectural Design Review Committee is empowered, but not limited, to perform the following services:

1. To ensure Admiral's Cove continues to be a community of exceptionally well designed and high-quality homes that express individual tastes as well as ensuring harmonious influences on neighboring properties and the community at large.
2. To ensure adherence to design and review standards which have been carefully developed to respect homeowner privacy and sustain growth in community home values.
3. To review all Design Review Applications for compliance with design review criteria and as provided in the Declaration of Covenants.
4. To perform construction progress inspections of the property for the purpose of determining compliance with approved plans and specifications.
5. To promote high standards of architectural design and assure the

architectural features, elements and finishes of the home meet the the quality standards on the community

6. To discourage the construction of homes with very similar architectural features, elements and finishes to be constructed within five (5) homes of each other.
7. To establish appropriate fee schedules to cover the entire cost of ADR Operations, including the review of applications, architectural, landscape, hardscape and sample reviews, progress inspections, construction coordinator operations and administrative costs..
8. To assure that all properties are properly developed as prescribed by the Declaration.
9. To monitor violations of design review criteria and notify the Board of Directors of the Association for appropriate action.
10. To amend design review criteria and ADR rules as may be required from time to time.
11. To contact Applicants whose plans and specifications have been disapproved and to provide recommendations for adjustments to bring Applications into compliance with criteria and covenants.
12. To issue Certificates of Compliance certifying the improvements constructed or erected were done in accordance with the approved plans, specifications and ADR approved revisions. The "Construction Performance Deposit" will be refunded upon issuance of the Certificate. The Applicant must be in compliance with all criteria and requirements set forth in the Design Review Manual as well as all requirements as listed in the approval letter.

## **II. ARCHITECTURAL AND DESIGN REVIEW**

### **COMMITTEE POLICIES**

#### **LIMITATION OF RESPONSIBILITIES**

The primary goal of the ADR Committee is to ensure the prescribed ADR design standards are met. The ADR Committee reviews; applications, architectural, landscape and hardscape plans specifications, various materials, colors and product sample and determines if all the architectural elements of the proposed structure conforms in design, appearance, scale with the standards and policies set forth by

the ADR. The ADR assumes no responsibility whatsoever to any Applicant, lot owner or third party for:

1. The surveying, structural, mechanical, electrical, plumbing, or engineering adequacy, capacity or safety features of the proposed improvements or structure.
2. Engineering related to structural elements, soil conditions, erosion and drainage. Project time begins from the day of approval by the ADR committee or Town of Jupiter Building Department, whichever is the later.
3. Compliance with any or all building codes, safety requirements, governmental laws, municipal regulations or ordinances.
4. Performance or quality of work of any contractor.

#### **TIME LIMITATIONS**

All new construction, additions and renovations must be completed within the time frames below or be subject to fines, suspensions and/or loss of deposits.

1. New home or addition under 4,000 square feet - 1 year
2. New home or addition between 4,001-10,000 square feet - 18 months
3. New home or addition exceeding 10,001 square feet - 2 years or submit schedule

All Condominium renovations must be completed within the time frames below or be subject to fines, suspensions and/or loss of deposits.

1. Renovation under 1,500 square feet – 8 months
2. Renovations over 1,500 square feet - 1 year

These limitations shall be measured as follows:

Start Date: Shall be the date of issuance of the Permit

End Date: Shall be the date of issuance of the Certificate of Occupancy (CO)

Smaller projects–e.g. re-roofing, pools, driveways, windows, hardscape, landscape and others shall be completed within 90 days.

Should construction be anticipated to not be completed in the required time frame, a request for extension must be made in writing to the ADR prior to expiration of

the applicable deadline. All extension requests will be considered on a case by case basis. Extensions will not be unreasonably denied, based on the facts of each case.

Once an extension is granted, a project schedule shall be provided to show a breakdown of remaining construction and completion dates. Should completion dates not be met a fine of \$100/day per deadline missed with a maximum of 10 days will be imposed upon the contractor. These fines may be paid directly or taken out of the contractor deposit. If the deposit is used for payment of fines the ADR may require it be replenished prior to commencement of further construction.

### **WHAT CONSTITUTES A TEARDOWN vs. A MAJOR RENOVATION OR MAJOR CONSTRUCTION PROJECT**

1. Any project that removes 50% or more of the structure's exterior walls will be considered a tear down. A teardown project will be required to conform to all applicable rules, fees and deposits associated with a teardown. This also includes the submission of plans reflecting all new architectural and construction requirements.

### **TEARDOWNS – CUSTOM, UNATTACHED PATIO VILLA AND CLUB COTTAGE HOMES**

1. A teardown will not be allowed without ADR final approval of a complete set of architectural plans together with preliminary landscape plans unless otherwise approved by the Admiral's Cove Master Property Owners Association Board.
2. Construction must begin within 90 days after demolition unless otherwise approved by Admiral's Cove Master Property Owners Association Board of Directors. After 90 days lot must be sodded and irrigated with an automated irrigation system.
3. The current ADR teardown fee schedule will apply.

### **TEARDOWNS – ATTACHED PATIO VILLA HOMES**

1. A teardown of an attached patio villa home requires the approval of the of the attached unit owner not doing the construction.

### **MAJOR RENOVATIONS & CONSTRUCTION PROJECTS – CUSTOM, PATIO VILLA AND CLUB COTTAGE HOMES**

1. A project is considered to be a major renovations and construction project when 50% or more of the existing structure is added to the home or 50% or more of the structure is extensively changed. Extensive changes include new exterior finishes, exterior

windows, window openings, exterior doors, door openings, roof and roof structures. Changes can also include landscape and hardscape changes as well.

2. A teardown will not be allowed without ADR final approval of construction plans together with preliminary landscape and hardscape plans unless otherwise approved by the Admiral's Cove Master Property Owners Association Board.
3. Construction must begin within 90 days after demolition unless otherwise approved by Admiral's Cove Master Property Owners Association Board of Directors.
4. The current ADR major renovation and major construction project fee schedule will apply.

### **APPLICATION WITHDRAWAL**

An application may be withdrawn and any unused portion of the fee refunded provided a request for withdrawal is made in writing and filed with the ADR prior to the review and/or action on the application. If the review process has been initiated, the application fees will not be refunded. If a partial review has taken place, the application fee will be prorated to cover costs and overhead of the ADR review process at the sole discretion of the ADR.

### **UNAUTHORIZED WORK/WORK STOPPAGE/CEASE & DESIST**

The ADR has the right to stop all construction if the ADR has determined unauthorized work is being performed or the work in progress does not conform with ADR approved plans. The contractor must bring the project into compliance, following ADR rules, at the sole expense of the owner, prior to the resumption of any work.

### **ADR**

Once a project is reviewed and an ADR approval is given, it is only good for 6 months. Should it take longer than 6 months for a project to start it must be brought before the ADR committee again. The project will be re-reviewed and subject to current ADR rules.

### **ADR MANUAL**

The ADR Manual is a resource for Owners and Contractors to use when preparing for construction projects in Admiral's Cove. The ADR Manual is designed to thoroughly address specific ADR topics. However, it is not possible to include all of the wide range of topics related to architectural projects undertaken in Admiral's Cove. The ADR Manual is subject to change from time to time without notice. If you



have any questions related to the ADR Manual or the ADR project you are working on, please contact the ADR Coordinator at the POA office – 561.746.7769.

### **III. DESIGN REVIEW PROCEDURES**

The following outlines the procedures for plan submissions for new homes, demolition of current homes and rebuilding, additions or modifications of all homes.

#### **STEP ONE - PRELIMINARY REVIEW**

The Applicant must submit the Admiral's Cove Design Review Application and a set of preliminary documents. For new homes or significant architectural modifications an architect should be present at the preliminary review. Documents must consist of the following:

1. Application
2. Fees – See Fee Schedule (Exhibit “A” on pages 48 - 49)
3. Plan size must not exceed a maximum of 24” x 36”. If a larger plan size is submitted it may not be reviewed until proper size is submitted. Plans must be to scale.
  - A. Preliminary Site Plans and calculations table, example on page 47 and 48, containing cubic content (35% maximum building footprint excluding overhang). Building footprint is to be measured to the exterior edge of foundation or to the exterior edge of beam in the case of covered areas.
  - B. Landscape and Hardscape plans can be presented at the Preliminary Review meeting, but are not officially required until the Final Review meeting. Final approval for Landscape and Hardscape will not be provided unless both plans are presented at the same time for Final review.
  - C. The Cubic Content Ratio rule for planning is (5.5). Cubic Content volume combines the length, width and height dimensions of the covered areas of the home to provide the ADR Committee a representation of the scale and mass of the home in overall cubic feet. The ADR Committee seeks a Cubic Content ratio of 5.5 or less.

$$\text{Cubic Content Volume} = \text{Cubic Content Ratio of 5.5} \times \text{Total lot Square Footage}$$

An example of this would be a typical lot that is .35 acres. This translates into 15,246 SQ.FT. of total lot. This would then be multiplied by the 5.5

allowed to give you a buildable cubic content volume of 83,853 CU.FT. Detailed methods of how to calculate the Cubic Content for your proposed home are shown on pages 50 and 54.

It is the policy of the ADR Committee and the Admiral's Cove Master Property Owners Association, Inc. Board to allow an Owner to rebuild a home destroyed or extensively damaged by casualty loss, to the same size, design and cubic content as was previously approved. All new plans will require review and approval by the ADR Committee to assure these standards are met.

- D. Preliminary Architectural Floor Plans.
- E. New homes must follow the latest established Comcast requirements for the wiring of homes. This information can be provided by the POA Comcast Representative at 561.746.7769.
- F. Preliminary Exterior Elevations (all sides).
- G. Adjacent property footprints, finished floor elevations and picture showing relationship to residence (may be required).
- H. Line of Sight Study - For all new two story construction and second story major addition projects, a Line of Sight Study which depicts the view from second story vantage points are required to be included in both the preliminary and final construction plans for review and approval by the ADR.
  - 1. Additional requirements may be required for attached units for privacy issues.
- I. Preliminary survey (sealed by a licensed Surveyor within one year) and elevations (may be required).
- J. Show that any particular neighboring privacy and/or drainage concerns are addressed appropriately.
- K. Submittals are all **PRELIMINARY** at this point and may require additional modifications or additional information. A **PRELIMINARY** approval does not allow you to commence with any construction on the project site prior to a **FINAL** review and receiving **FINAL** approval.
- L. The ADR Committee members will work hand In hand with the Owner/Architect to assist in the review and approval process.

- M. Final approval is only valid for 6 months from the date issued. Should construction not commence within this time frame the project must be resubmitted to the ADR for review and approval.
4. Construction Staging Plan must be submitted with Preliminary plans indicating:
    - A. Port-o-let location. The Port-o-let should have its access door facing the rear of the property and be placed within the fenced-in area of the job site. The Port-o-let must have a plywood sheathing (or a suitable covering) attached to three sides.
    - B. Dumpster location.
    - C. Parking plan.
    - D. Material stockpile areas.
    - E. Fencing locations and type. Include rear and side fencing.
  5. The ADR will review the Application and Design Documents within (60) sixty days of submission of a complete package. If necessary, due to the package being incomplete, following notice to Applicant, the ADR shall be entitled to an additional reasonable period within which to review said request. The ADR may require a field inspection with said property staked out according to the survey.
  6. At or before Preliminary approval, the ADR will send certified letters to the neighboring homes announcing the improvement being made. Final approval will not be granted for Additions or New Construction at the first review of the project. This will give neighbors the opportunity to view and understand the improvement that is taking place. Final Approval will be considered at the following ADR meeting or 30 days, whichever is greater, after Preliminary approval.
  7. In all cases of new construction, attached unit or other, a notice of anticipated project must be sent to the neighbors by the subject lot owner or contractor. This notification shall be sent via **certified mail return receipt requested** to the two adjacent neighbors on both sides of the subject lot, plus the neighbor directly across the street. Copies of the Owner/Contractor notice letters to neighbors, as well as copies of the certified mail return receipts, shall be provided to the POA for record purposes.

## STEP TWO - FINAL REVIEW

The Applicant must submit all final review documents including the landscape and hardscape plans otherwise a final review may not be performed. For new home or significant architectural modifications an architect must be present at final review.

1. Application and Contractors agreement and all appropriate fees.
2. See Fee Schedule – Exhibit “A” on Pages 48 - 49:
  - A. Community Fee – To repair wear and tear and damage to POA Properties resulting from construction activity. This fee is non-refundable.
  - B. Performance Deposit – To be refunded upon satisfactory completion of approved work. The ADR may use this deposit to correct any non-compliance with approved plans or any other infraction.
  - C. Inspection Fee – To cover the cost of the ADR Inspector and POA staff that inspects the home or project on a periodic basis. This fee is non-refundable.
  - D. Curb Fee – This is collected on all newly constructed homes and major renovations. It is used to replace the curb in front of the home to insure proper drainage.
  - E. Road Impact Fee - In the case of new construction or an addition of 50% or greater than the existing home is being made, this is collected to offset road and curb damage in the community. This fee is non-refundable.
  - F. Fees are subject to change without notice.
3. Site Plans with final survey, calculation tables with square footages, lot coverage and cubic content for the residence, landscape & hardscape.
4. Final Completed Set of Plans:
  - A. Final Floor Plan, Elevations, Working Drawings
  - B. Line of Site Study as mentioned under Preliminary Review Requirements.
  - C. Plans to address ADR concerns regarding privacy and/or drainage may be required.
5. Final specifications, materials, and colors:

Paint samples to be painted as a 2 x 2 area, or larger, on home at later date for confirmation of approved color.

- A. Fascia and Trim: materials, colors.
  - B. Exterior Doors and Garage Doors: specifications, materials, colors
- 6. Roofs: structure, materials
- 7. Preliminary Landscape Plan (Minimum of 35% lot coverage):  
Applicant has (90) ninety days to submit final landscape plan from date of preliminary review letter.
- 8. Preliminary Hardscape Plan (Maximum of 35% lot coverage):  
Applicant has (90) ninety days to submit final hardscape plan from date of preliminary review letter.
  - A. Patios, Decks, Balconies, Porches, Swimming Pools, Sun Trellises, Pergolas: specifications, materials, color samples.
  - B. Driveways: materials, finish, color samples
- 9. Final approval for Landscape/Hardscape plans can only be given when both sets of plans are submitted at the same time. This will insure both sets of plans are consistent and comply with Admiral's Cove rules.
- 10. Screen Enclosures: structure, materials, and colors
- 11. Mechanical Equipment: location, screening details
- 12. Exterior Lighting Details:  
In addition to general exterior lighting, the ADR requires the exterior lighting plan to address the house front and street front of the home as it relates to providing nighttime lighting that adequately illuminates these areas.

The ADR will review a complete application submittal and all Design Documents within (60) sixty days of submission. If necessary, the ADR shall be entitled to an additional reasonable period to review said material following notice to Applicant.

A meeting must take place, prior to commencement of construction or demolition, between the contractor or owner's representative with the Director of Operation, Director of Security, and the Construction Site Coordinator to discuss Rules and Regulation, ID cards and safety matters.

The ADR may require a field inspection of the builder's rough stakeout of building corners prior to granting approval.

In the event the ADR Committee disapproves or requires modifications of any plans and specifications at the Final Review, the ADR Committee shall notify the applicant in writing, stating the grounds upon which such disapproval or modification request is based. We urge the applicant seek to find a means to rectify the cause or causes with the ADR Committee or the applicant may appeal the decision to the Board of Directors of the POA within thirty (30) days after the ADR Committee's decision.

### **STEP THREE - SUBMISSION OF PLANS TO BUILDING DEPARTMENT**

- A. Following Final Review and receipt of the ADR's "Letter of Approval", the owner/builder may submit the "approved Final ADR plans" to the Building Department of the Town of Jupiter or other such agencies having jurisdiction for required permits. However, if the owner/builder files for or obtains the building permit prior to obtaining the ADR's Final Letter of Approval, the ADR shall conduct a full review of the plans and will then determine if additional ADR fees are required. If changes are needed, the owner/builder assumes all responsibility with regard to changes required by the ADR. If any changes occur as part of the Town permitting process, the revised plans must be re-submitted to the ADR for approval.
- B. The architect or professional submitting the final plans, and revisions to final plans, must submit a certification letter with the set of plans stating the plans are in compliance with the latest version of the ADR Manual.

### **STEP FOUR - CONSTRUCTION COMMENCEMENT**

The Admiral's Cove General Contractor Agreement must be executed prior to any commencement of teardown, new home, addition or roof project. This agreement is mandatory. (Relocate this paragraph from page 12 +/-)

If the Owner wishes to be notified of construction project management activities conducted between the General Contractor, the General Contractor's Site Manager and the ADR/POA, the Owner must provide a written request to the ADR/POA detailing which activities the Owner wishes to be notified of. In some instances there may be an additional fee for this special service.

A form board survey is required to be submitted to the ADR prior to proceeding with project or pouring of the slab.

Any and all changes to the existing architectural, landscape and hardscape plans must be submitted to the ADR for approval before any changes may be made.

All facets of construction that require excavation of ground material must have all utilities marked prior to commencement. Gas and FPL electrical lines must be

marked by contractor with wooden stakes, in addition to flags on all sites where utilities have not been “completely” disconnected, These stakes must be placed in the ground deep enough to allow equipment to pass over them without being destroyed. Stakes must be color coded to match utility.

#### **STEP FIVE - CERTIFICATE OF COMPLIANCE**

Upon completion of construction, the following will be submitted to the ADR:

1. Final tie-in survey
2. The Owners must notify the ADR for final approval prior to the release of any “Construction Performance Deposit” certifying that the construction of the improvements have been completed in accordance with the plans and specifications previously approved by the ADR.
  - A. After Owner or contractor has advised ADR of completion, the ADR shall conduct such inspections as it deems appropriate and, if the installation of the improvement(s) is (are) found acceptable to the ADR, the ADR shall issue a Certificate of Compliance stating that the improvement(s) complies (comply) with such plans and specifications.
  - B. Any Certificate of Compliance issued in accordance with the provisions of this Section shall be prima facie evidence of the facts therein stated and shall be conclusive evidence that such improvements comply with all the requirements of this Article; provided, however, that the Certificate shall in no way be construed to certify the acceptability, sufficiency or approval by the ADR of the actual construction, or the quality of the workmanship, or to represent or warrant to anyone the value, quality, function or operation of the improvement(s) or of any construction, workmanship, engineering, materials or equipment.
  - C. The issuance of the Certificate shall in no way be construed to certify to any party that the subject improvements have been built in accordance with any applicable laws, rules or regulations.

#### **DESIGN DOCUMENT CHANGES**

The Applicant must obtain the approval of the ADR prior to making any changes to the “Approved ADR Plans”.

Revised plans must be submitted to the ADR Coordinator for review and processing of any changes and to assure the most current plan are being used by the ADR Project Inspector.

A letter with applicable support data (as required by the ADR) must be submitted to the ADR for approval along with the payment of appropriate additional fees.

## **PERIODIC AND FINAL INSPECTIONS**

The ADR reserves the right to enter the premises from time to time to inspect construction in progress and upon completion for conformance with approved Design Documents and Certificate of Compliance review, and applicants agree to cooperate fully with members of the ADR and/or staff.

## **IV. ADMIRAL'S COVE CONSTRUCTION REQUIREMENTS**

### **\*CONSTRUCTION HOURS:**

1. Monday thru Friday work hours are – 8:00 am to 5:30pm. The time period of 7:30 - 8:00 am shall be used for quiet organizational purposes. The delivery of construction materials is also prohibited during this time unless cleared by the POA Construction Coordinator in advance. No outside or noisy construction work will be permitted on Saturday or Sunday. Quiet interior work is permitted on Saturday.
2. a. Contractors must exit community by 6:00
3. All contractors called in by a resident shall be granted access 24/7 for emergency purposes, when authorized by the POA.
4. No work on following Holidays, observed Holiday and associated weekends: New Years, Good Friday, Memorial Day, 4<sup>th</sup> of July, Labor Day, Yom Kippur, Thanksgiving, Black Friday & Christmas Day.
5. Construction will not take place from December 24<sup>th</sup> thru January 2<sup>nd</sup> to avoid inconveniencing other Members and their Guests during the holiday season.



6. Exceptions will be considered where special circumstances exist.

\*Also available on page 50

## **CONSTRUCTION SITE REQUIREMENTS, REQUIRED PRIOR TO ANY WORK OR DEMOLITION:**

### **1. Fencing:**

- A. A 6' (six foot) chain link fence, with top rail, must be placed around the entire improvement area, typically accross the front and side areas. A plain green mesh screening, covering from top to bottom, is to be used to soften the fence and to secure debris. Small holes may be cut into the screening to allow airflow and to prevent the fence from blowing over.
  - a. The fence plan must be submitted to the ADR prior to construction and may be modified by the representative should there be any deficiencies.

### **2. Rear yard fencing:**

- A. 2' to 3' tall solid filter fabric at edge of seawall or edge of property line. Black, no lettering.

### **3. Port-o-let screening: Within 24 hours of being placed on sight.**

- A. 8' solid stockade fencing on three sides.
- B. Door opening facing towards rear of lot.
- C. Port-o-lets must be placed within the screened off areas.

### **4. Preconstruction meeting with the Contractor, POA ADR Administrator, POA Construction Coordinator and the Director of Security.**

## **CONSTRUCTION PARKING**

1. All New Construction must place rock down as a parking medium in the front of the lot. This will help mitigate dirt and mud issues.
2. Neighboring lots may not be used for parking, storage or dumping of any construction debris, trash or similar items without neighboring Owners permission.

2. All parking for construction, renovation or service must be confined only to the subject lot, available street space at the curb bordering the subject lot, or as otherwise agreed upon by the POA. POA interim parking sites will be made available to contractors for overflow parking. It is the contractors responsibility to arrange for worker transportation to and from the jobsite.
3. No visible construction vehicles or equipment are to be left overnight without POA approval.
4. Any damage to roadways, drains, trees, landscape, curbing, neighboring property, seawall caps, revetments or POA property during construction will be documented. The repair cost of these items will be taken from the construction or curb deposit. This work will be done by the POA to insure proper repair.
5. Flagman/Flagmen will be required to control all parking, deliveries and traffic at the site area. The POA reserves the right to stop construction and deliveries until such time they deem parking/traffic/safety issues have been remedied. If, at the discretion of the POA, it is necessary to use POA Security to control traffic, deliveries and parking, it will be provided at the sole expense to the contractor.
6. Landscape/Hardscape modifications for the front of the property shall be postponed until all interior finishing is completed. This will allow for the front of the property to be used for contractor parking off of the street to maintain roadway safety.
7. Illegally parked vehicles and equipment will be ticketed and/or towed.

#### **CONSTRUCTION SITE MAINTENANCE**

1. Construction site maintenance is required so that all construction sites are maintained in a clean and orderly fashion throughout the construction process.
2. The construction sites need to be cleaned daily -- trash and waste collected in appropriate bins, materials and equipment stacked and stored in a in an orderly manner behind the construction fencing.
3. Streets must be swept on a nightly basis to be free of debris .
4. Dumpsters must be emptied when debris reaches the top edge of dumpster.
5. The waterway revetment is to be maintained. Any debris must be removed daily.

6. A nail wand must be used on a daily basis on all roadways adjacent to the construction site.
7. In the event of inclement or severe weather, up to and including hurricanes, the contractor is responsible for securing all construction site material. **Examples include but are not limited to, strapping down port-o-lets, insuring dumpsters have been emptied, bundling and strapping roof tiles on the roof as well as roof tiles on palettes, removing construction fence screens, etc...** Failure to do so may result in fines and or loss of deposit.
  - a. If roof tiles are placed on a roof, or a re-roof, from June 1<sup>st</sup> thru November 30<sup>th</sup>, they must be installed within 5 business days.
  - b. In the event there is a named storm approaching Florida's coast, **Roof Tiles Shall Not Be Loaded onto the Roof.**
  - c. In the event a named storm is on track to strike Jupiter within 96 hours, roof tiles that are on a roof must be bundled, securely strapped or removed from the roof and secured on the ground.
8. Contractors must do everything in their power to protect the roadways from damage, and will be fully responsible for correcting any damage that occurs. In the event that dumpsters, heavy equipment, trailers, drop gates, hydraulic stabilizers and/or tracked vehicles are used, a protective barrier, such as tires, plywood or other type of lumber, shall be placed on the roadway for the vehicle to travel across or sit on to prevent damage to the roadway. Fines and/or the cost of repair, shall be charged to the Owner and/or contractor in the event that damage is caused.
9. Washing out and dumping concrete waste, gunite waste, cement products, paint and other waste materials on to the roads, into the catch basin or POA property is prohibited. The contractor will be held liable for the repairs and costs will be billed to the contractor or deducted from the deposit funds.

#### **CONSTRUCTION SITES – GENERAL PROVISIONS**

1. Radios or music sources are not permitted.
2. Alcoholic beverages, firearms, family members, friends, dogs or pets of any kind are not permitted on the property.
3. A 24" x 36" sign will be allowed outside of the green construction fence. This sign must be professionally done on a poster board and submitted to the ADR for approval.

- a. The sign must have a rendering of the project no component of the sign may be greater than 1/3 sign area.
  - b. It may list the contractor or any other professionals involved in the improvement.
  - c. Must be located on front green privacy fence or within property line.
  - d. No other signage, stencils portable signage allowed without ADR approval.
4. Contractor "Doc Box" must be hidden behind the temporary green construction fence.
5. Proper attire shall be worn at all times on the property. All workers must wear shirts at all times.
6. All workers are required to take breaks and eat meals on the job site and not on neighboring property, POA common areas or on the street.
7. Contractors are not allowed to fish, swim or play in any of the waterways.
8. Contractor personnel are not allowed to walk in the community outside the immediate construction area unless approved by the POA.
9. Employment interviews shall not be done at the construction site.
10. Security personnel reserve the right to inspect the contents of any vehicle entering and/or leaving Admiral's Cove.
11. Any individual violating the provisions of this ADR Manual or the Association's Rules and Regulations will be asked to leave the property and may be denied future access.
12. From time to time a contractor or a subcontractor will find it necessary to advise a neighboring resident of construction activity that may impact their property. Prior to the commencement of any work that may effect a neighboring home, the contractor must first contact the POA Director of Operations or the POA Construction Coordinator to arrange for the communication to the neighboring owner. Typical notifications may include but are not limited to painting when there is possibility of over spray, landscaping installations and excavation, where equipment and personnel may need to encroach on a neighboring property.

It is the responsibility of the general contractor, project manager or superintendent to provide reasonable notice to the POA in advance of the situation.

Approval from anyone other than the owner does not constitute proper notification/approval.

## **ACCESS ID CARDS**

1. Upon termination of any contractor or employee of a contractor, the person in charge shall notify Security immediately so that the Access ID Card may be deactivated.
2. Contractors and subcontractors that require Access ID Cards must purchase them for a nominal fee from Security and provide a driver's license that is valid in Florida.
2. The Access ID Card must be produced to all officials and Security personnel upon demand.
3. The Access ID Card is to be used only by the person for whom the card was issued.
4. Any violation or illegal use of the card will result in confiscation and a \$100 fee from the person improperly using the card as well as the person who allowed the card to be used, together with the possible loss of the privilege of access into the community.
5. Replacement of lost Access ID Cards will incur additional charges for reissuance. Notify Security immediately of any lost cards. Please call 561 747-3024. Yearly renewal of all Access ID Cards, on the anniversary date, will incur a renewal fee.
6. Routine spot checks of both vehicles and persons on the Property may be done by Security to verify identity and to authorize destination. Photo identification may be required upon request as well as any Access ID Card issued or work orders showing destination while on the property.

Contractors who do not follow the provisions of the Architectural Design Review Manual when performing their function may be fined and/or ordered to cease work.

## **V. INSTRUCTION SHEET/DESIGN DOCUMENTS**

In order to provide a systematic and uniform review of the proposed construction, design documents are required. Please refer to Design Review Procedures in this Manual.

### **SITE PLAN**

1. Minimum scale 1" = 10'-0"
2. Footprints and finished floor elevations of adjacent residence
3. Property lines and required setbacks
4. Easements and right-of-ways
5. Driveways, sidewalks, walkways
6. Drainage Pattern
7. Foundation outline
8. HVAC and pool equipment locations, generators and all mechanical equipment
9. Pools, decks, patios, sundecks, docks, screen enclosures, retaining walls and their heights
10. Existing grade/finished floor elevations at property corner existing grade
11. Gas meter location
12. Area calculations
13. Line of sight study to address any privacy concerns if needed.

### **FLOOR PLANS**

1. Scale 1/4" = 1'-0" (3/16" = 1'-0" can be used)

### **EXTERIOR ELEVATIONS**

1. Scale 1/4" = 1' - 0" (3/16" = 1' - 0" can be used)
2. Existing grade-fill, finished elevation
3. Doors, windows, fences, mechanical equipment, height calculations including plate heights from finished floor, ridge of roof heights, roof adornments, enclosures including HVAC, pool, etc.

### **BUILDING SECTIONS**

1. Detail wall sections
2. Detail roof sections, pitch, type

### **EXTERIOR COLORS/FINISHES/MATERIALS**

1. Specifications
2. Manufacturers/models (if applicable)
3. Product samples/photos

## **ELECTRICAL PLANS**

1. Scale 1/4" = 1'0" (3/16" = 1'-0" can be used)
2. Exterior lighting
3. Mechanical equipment location
4. Electrical meter locations

## **LANDSCAPE/HARDSCAPE PLANS**

1. Scale 1" = 10' (minimum)
2. Topography (berming)
3. Drainage patterns
4. Plant material and size
5. Easements and right-of-ways
6. Driveways, walkways
7. Surface material
8. Street trees
9. Exterior, Landscape and security lighting
10. Exterior site walls
11. Planters
12. Pool, spa and fountains
13. Screen Enclosures
14. Decks and Patios
15. Trellis, summer kitchen, Bar-be-cue, etc.
16. For New Home Construction, linear feet of street curbing shall be clearly displayed on plan. This will be used to calculate total cost of curb replacement at \$105 per linear foot. (To be performed on behalf of the owner, at owner's expense, by the POA to insure proper aesthetic appearance and drainage needs.)
17. Condition of trees will be reviewed by the ADR. Site visit will determine if trees stated to remain are in good condition or if replacement will be required, at owner's expense.

**FINAL CERTIFIED TIE-IN SURVEY** - "Construction Performance Deposit" will not be returned until the "final" certified tie-in survey has been submitted.

1. Lot corners
2. Dwelling corners
3. Driveways and driveway aprons
4. Sidewalks and walkways (including materials)
5. Pools, decks, patios, gazebos, mechanical pergolas and cabanas
6. Easements and right-of-ways
7. Elevations for ground floor, sidewalks, swales and driveway aprons
8. Exterior Site Walls
9. Planters

10. Mechanical Equipment Location
11. Sundecks
12. Dock (lifts, pilings, etc.)
13. Any and all exterior improvements

## **DESIGN STANDARDS AND CRITERIA**

### **ELEVATION**

All buildings will be constructed at a minimum finished floor elevation of 18" above the crown of the road and a maximum height of 30" above the crown of the road. Higher elevation may be approved by the ADR provided special precaution is taken to avoid drainage problems.

### **DRAINAGE**

Paved areas shall be designed so that surface waters shall be collected at intervals in a manner that will not obstruct the movement of vehicular or pedestrian traffic and will not create puddles or ponding in paved or swale areas. Street drains and catch basins must be properly protected whenever there is a risks of materials and contaminants flowing from the construction site into them. Drainage, including roof drainage, shall be designed and installed to prevent run off onto neighbor's property wash out on the street or negatively impact the seawall cap or revetment stone on the waterfront. Any and all damages caused by improper drainage design and maintenance will be the sole responsibility of the Owner.

Landscape and Hardscape shall be designed in such a way that any existing drainage structures or catch basin, servicing the community, are easily accessible for maintenance purposes. Should a fence be designed around the catch basin or installed over a catch basin, it must be constructed so that it can be easily removed and put back once maintenance is complete. Changing the elevation of the catch basin structure may be required to assure proper drainage and accessibility. This will be at the cost of the owner making the elevation change.

### **SIZE OF RESIDENCE AND SETBACK CRITERIA**

1. A copy of the final form board survey must be submitted to the ADR prior to any pouring of concrete.
2. Minimum setbacks for building, pool and screen enclosures from lot lines are:
  - Side yard 10' on a single lot for homes under 15,000 SF  
total area under roof  
15' on a single lot for homes over 15,000 SF



total area under roof  
20' on 2 lots combined building one home

- Side Yard 7 ½' from sea cap. (Variance may be granted by the ADR)  
On Water
- Front 25' (specific lots may have a greater setback)
- Rear 10' on golf course  
20' on water (specific lots may have a greater setback)
- Side yard Zero Lot Line Lots have a 2' side setback

### **Setbacks for Club Cottages**

- Side yard 8'
- Front 13' for homes fronting the interior and 25' for those fronting the main streets (Captain's Way or Admiral's Cove Blvd)
- Rear 12'

### **Pool or Patio Setbacks**

- 7 ½' from side yard
- 10' from rear of property no closer than 5' from seacap
  - Nothing above the waterline may be within this area.

### **3. Roof Requirements**

- A. Maximum Roof Overhang -- 30" into setback
- B. Minimum Roof Pitch -- 4/12 (unless approved by ADR)
- C. Maximum Building Height -- 35' from closest finish grade to roof peak

### **4. Miscellaneous**

- A. 2' side setback for side walkways and driveways
- B. Retaining walls, fences, footers, etc at the rear of property line must maintain a minimum of 3' distance from the seacap.
- C. Cubic Content requirement of 5.5 must be met. (Refer to page 8 section "C" for specifics.)

## **ELEVATIONS**

1. There shall be unity of architectural styling on all elevations of home (i.e. bands, shutters, score lines, etc.)
2. Custom Home elevations that are similar in appearance are prohibited on any four adjacent lots, any three lots immediately across the street from subject, or any two lots on a cul-de-sac.
3. Elevation approval shall consist of review of front, both sides and rear elevations.
4. The ADR Committee strongly recommends that:
  - There be an architectural break(s) for any side yard exterior wall exceeding (50) fifty feet. It shall have a minimum 2' inset/offset and roof break equal to 10% of its total length. Covered areas, such as breezeways, will be considered an architectural break.
  - Second floor windows and balconies be designed to consider the privacy of neighbors. Plans shall show window placement and relationship to the neighbor's windows. Non-Alignment is preferred.

## **EXTERIOR MATERIALS AND COLORS**

1. The use of artificial, simulated or imitation materials on the exterior of a house shall not be permitted without the approval of the ADR.
2. The use of the following materials are deemed appropriate and permitted for use:
  - A. Stucco --- in color, smooth or textured
  - B. Masonry -- stone, brick, split rock, or ceramic
  - D. Metals -- factory finished in durable anodized or baked-on enamel, wrought iron, or copper.
  - C. Wood -- boards, tongue and groove, wood siding, rough sawn lumber, wood shingles and shakes
3. All exterior colors must be approved by the ADR. Exterior colors for homes that, in the opinion of the ADR would not be harmonious, discordant and/or incongruous to Admiral's Cove shall not be permitted. Bright or vivid colors (other than white) as the dominant color are prohibited. Colors must be

submitted by color swatches and final approval will be granted when sample(s) are on house to view.

## **ROOFS**

1. All roof stacks, flashing and metal chimney caps shall be painted to match the approved roof colors. Roof stacks and plumbing vents shall be placed on rear slopes of the roofs where possible, and shall be painted to match the roof color.
2. Roof tiles for homes shall be clay tile or colored concrete tile. All approved roofs or roof tiles shall be able to be maintained and cleaned on a regular basis. Wood Cedar Shake, Asphalt, fiberglass or composition shingles may not be used. Any gravel or tar roof sections must not be visible from ground levels.
3. Metal roofs are permitted as long as there are no exposed fasteners.
4. Any roofing material that is unable to be periodically cleaned shall not be permitted for use in the community.

## **SOLAR PANELS**

1. Solar water heating panels shall be reviewed on an individual basis, and if approved by the ADR must be placed in the least visible location to surrounding residences and shall lay flat to the roof plane. All piping shall be concealed whenever possible and all exposed piping shall be painted to match the surrounding surface.
2. All plans must be submitted and approved by the Architectural Design and Review Board (ADR) prior to installation.
3. It is preferred that all components of the solar system should be integrated into the design of the roof system. Solar "tiles or panels" should integrate into the roof system and match the color of the current roof tiles as much as is practical. The color of the solar system ancillary components should generally conform to the color of the roof to the extent practical.
4. Preferably, the solar panel system should not be visible from the street, and every attempt shall be made so the solar panels are also not visible from the waterways or golf course.

5. The installation of all solar heating and solar cooling systems shall only be done by a licensed installer. Applications submitted to the ADR must include the following:
  - a. A diagram drawn to scale by the licensed contractor installing the system showing where the system will be installed;
  - b. Photos of the roof area where the array will be mounted;
  - c. Material to be used and/or manufacturer's description of the system, photos and/or pictures of the system and color of the system.
  - d. Where possible, provide photos of similar existing systems as examples.
  - e. Plans for solar panel sight-line screening as required to meet visibility concerns.
  - f. Copies of permits from the Town of Jupiter Building Department.
  - g. Certification from the manufacturer and installation company that the system meets current hurricane code.
6. Piping and electrical connections should be located directly under and/or within the perimeter of the panels, and placed as inconspicuously as possible when viewed from all angles. No external batteries or energy storage components are permitted on the exterior of the home using a bi-directional meter.
7. The same requirements above apply to solar hot water heating systems for home, pool and spa
8. Preferably, the highest point of a solar panel array must be lower than the ridge of the roof where it is attached.
9. Wherever possible, the solar panels should be mounted in the roof valley to hide their appearance as much as possible.

#### **WINDOWS, DOORS, SCREENED PORCHES, SUN TRELLISES AND PATIOS**

1. Bright finished or bright plated metal exterior doors, windows, window screens, louvers, exterior trim, sun trellises or structural members shall not be permitted unless otherwise specifically approved by the ADR.

2. All screening and screen enclosures shall be constructed utilizing anodized, ESP or powder coated aluminum.
3. Screening material samples must be approved by the ADR Committee prior to installation.
4. All pool screen enclosures shall have rear corners clipped (5' x 5') creating a 45-degree angle when possible. All pool screen enclosures shall have a minimum 10" high fascia band.
5. The use of reflective or mirror finishes on windows is prohibited.
6. Minimum setbacks for patios- side yard 7'6", rear yard patio at grade 5'0" from rear property line or 5'0" distance from seacap, whichever is greatest, unless cantilevered
7. Cantilever patio – Must be 5' from property line or landside edge of seacap, whichever is greater. Unless Owner assumes obligation to maintain the seacap in which event the patio may extend to the waterside edge of the seacap. Cantilevered patios must not exceed 1/3 of lot width at waters edge.

#### **GARAGES, DRIVEWAYS AND EXTERIOR LIGHTING**

1. All homes shall have a minimum of a two-car garage. All garage doors must be side loaded for new homes and renovations of 50% or more of the existing home, unless the lot position is restrictive or an exception is granted by the ADR Any renovation shall not reduce the capacity of a standard size 2 (two) vehicle garage. Garage space may not be used as living space.
2. Raised Panel Garage Door and Raised Panel Golf Cart door to match. Garage door windows and frosted garage door windows must be approved.
3. Automatic garage door openers are required.
4. Carports are not permitted in lieu of garages.
5. Garages shall be a minimum interior measurement of (22') twenty-two feet by (22') twenty-two feet.
6. All driveways shall be a minimum of 5'-0" from the side property line at street right of way and minimum 3' within the property at the front property line.

7. Maximum Driveway Approach Width – 14 feet for circular type driveway – 18 feet for single driveways. Walkways and driveway aprons must have a minimum 3'0" side setback.
8. Circular driveways may be permitted where drive enters and exits on same street (with a minimum of 80' street frontage). A circular driveway will not be permitted on any property with less than 80' frontage.
9. Extending any portion of street pavement may not create curbside parking areas.
10. Use of blacktop or plain concrete is prohibited for driveways and aprons. Patterned concrete, or paving stones or other similar stone finishes must be used and approved by the ADR.
11. Driveways with a loose aggregate stone surface shall be reviewed by the ADR on a case-by-case basis. If permitted, the stone must be retained by a curb or border of brick, cast stone or pavers. Loose stone within the public right of way (driveway apron) will not be permitted.
12. All proposed exterior lighting should be detailed on the Final Plans. No exterior lighting shall be permitted which in the opinion of the ADR would create a nuisance to the adjoining property owners.

#### **AWNINGS, SUN TRELLISES, SHUTTERS, FENCES AND WALLS**

1. Awnings, canopies and shutters shall not be permitted or affixed to the exterior of the residence without prior approval of the ADR. (Awnings, as long as retractable, do not go towards lot coverage.)
2. Mechanical Sun-Trellises – are required to meet the same house setbacks and the square footage shall be calculated into the total lot coverage of the home-- not to exceed the 35% allowable lot coverage ratio.
2. Approved hurricane shutters may only remain up from May 1<sup>st</sup> through November 30<sup>th</sup>.
3. All permanent hurricane shutters must be white or match the color of the home or trim.
4. Applied hurricane protection, mill finished panels shall not be installed unless Florida is under a direct threat of a named storm. These shall be removed no later than 14 days after the storm passes.

5. All fences and locations of fences are subject to approval of the ADR. No fences will be permitted except in pool and patio areas, rear and side yards, all as approved by the ADR. The use of chain link and wood fences will not be allowed
6. Freestanding architectural walls that are an integral part of the residential design may be permitted. Planter walls, privacy walls and equipment enclosure walls are permitted subject to height restriction, but in no case shall it be greater than six (6) feet high within sides and rear setbacks. 4'-0" height maximum at front setback.
7. Retaining walls at the rear of the property should maintain the minimum 3' rear setback from the seacap. There shall be a 45 degree angle on both ends that is 4 – 6' from the property line to show a separation of the rear properties.

#### **AIR CONDITIONERS, GENERATORS, GARBAGE AND TRASH CONTAINERS**

1. All mechanical equipment (except generators) shall be shielded with an ADR approved wall at least 12" above equipment and landscaped in such a manner so that they shall not be visible from any street or adjacent property.
2. Window and/or wall air conditioning units shall not be permitted.
3. Generators must meet all set back requirements of Admiral's Cove. Generators require a minimum of landscape softening as defined under Landscape and Hardscape definitions. See pages 55-57 for all generator specifications.
4. All garbage and trash containers shall be placed in an enclosed or landscaped area as approved by the ADR.

#### **MAILBOXES, SIGNS, ANTENNAS AND FLAGPOLES**

1. All approved mailboxes are available from the Property Owner's Association.
2. Outside antennas and satellite dishes must have ADR approval; provided however, the following satellite dishes shall be permitted: ones that are one (1) meter (39.37 inches) in diameter or less, and specifically covered by 47 Code of Federal Regulations. Part 1, Subpart S, Section 1.4000, as amended, promulgated under the Telecommunications Act of 1996, as amended from time to time. ADR is empowered to adopt rules governing the types of antennae, restrictions relating to safety, location and maintenance of antennae. ADR may also adopt and enforce reasonable rules limiting installation of permissible dishes or antennae to certain specified locations, not visible from the street or neighboring properties and integrated with the

Admiral Cove and surrounding landscape, to the extent that reception of an acceptable signal would not be unlawfully impaired by such rules and provided the cost of complying with such rules would not unreasonably increase the cost of installation of permissible dishes or antennae. Any approved antennae shall be installed in compliance with all federal, state and local laws and regulations, including zoning, land-use and building regulations.

3. A flagpole for display of the American Flag may be permitted subject to ADR approval of placement and design. No flagpole shall be used as an antenna.
4. Notices, signs, billboards, and advertising signs or structures are prohibited on any lot, dock or boat.

### **SWIMMING POOLS, TENNIS COURTS, ACCESSORY STRUCTURES, PLAY EQUIPMENT AND DECORATIVE OBJECTS**

1. Above ground swimming pools shall not be permitted. Swimming pools shall not be permitted on the street side of the residence. Pool screening enclosures must be within the building setbacks.
2. Accessory structures may be approved by the ADR on a case-by-case basis. Tool sheds, tree houses and doghouses will not be permitted.
3. No tennis courts are permitted on any lot.
4. No play equipment such as gym sets, basketball backboards hoops, etc. shall be placed or installed on any lot unless approved by the ADR.
5. Trellis, gazebos, mechanical pergolas/sun-trellises and pavilions shall maintain the same setbacks as defined for the residence.
6. Any significant artwork, statue, or decorative object which may be viewed from the street, waterway, or common areas, must be submitted to the ADR for review and approval.

### **SECURITY**

1. Every home must be pre-wired for a Security System.

### **WATERFRONT CONSTRUCTION**



1. No boathouse/enclosures shall be constructed on or adjacent to any of the waterfront lots nor shall any boat canal or boat slip be dug or excavated on any of the waterfront properties without prior approval of the ADR.
2. No seawall, docks, bulkheads, mooring, piling or piers of any kind or any other construction shall be erected by anyone other than the Association or approved, properly insured and fully licensed contractor in, on or over lakes, lagoons, inlets or waterways within Admiral's Cove without the prior written approval of the ADR.

## **SHORELINE**

1. Shoreline contours above or below water may not be changed without the prior written approval of the ADR.
2. No pesticides, insecticides, fungicides, herbicides, other deleterious substances or fertilizers shall be applied to the area below the top of the near shore berm.
3. All areas with natural or replanted vegetation designated for preservation by any permit issued by any federal or state agency in connection with the development of Admiral's Cove shall not be altered.
4. No lot shall be increased in size by filling in the waters on which it abuts.

## **DOCKS, LIFTS AND PILINGS**

1. By virtue of the fact that the ACMPOA owns the land under the canals, the owners of Admiral's Cove must obtain a Dock License Agreement from the Admiral's Cove Master Property Owners Association, Inc. and will be subject to the constraints of the Rules and Regulations to construct and maintain one (1) dock adjacent to a lot.
2. Floating docks are strongly recommended for all new dock construction.
  - a. Ramp to be made of same decking material used for the dock. Metal hand rail, metal fasteners and brackets should be made of brushed aluminum to eliminate any issues with sunlight reflection. When possible, all efforts shall be made to soften the look of exposed metal.
3. The installation of all electrical lighting, lifts and equipment associated with the dock must be done by a licensed electrician and all necessary permits obtained from the Town of Jupiter Building Department. It is essential that all electrical boxes and panels are above the maximum "King Tide" water levels.

4. All dock electrical installations must be properly grounded to avoid the possibility of transference of current in to the water and surrounding areas. (Electolysis)
5. In no event shall the ADR permit a waterfront lot owner to have more than one pier. Catwalks are not allowed. Piers shall be no more than 6' wide and shall be no more than six feet (6') above NGVD.
6. Neither the docks, piers, pilings (dock, dolphin or lift) nor the vessels moored thereto shall be constructed or placed adjacent to any lot so as to extend into the (60) sixty-foot navigable channel of the adjacent waterway.
7. Any paint or sealant applied to a dock must be rolled or brushed. No spraying is permitted. Spraying paint, stain or other finish to a dock is not permitted.
8. Any change in dock color must be submitted for approval by the ADR.
9. The on-shore deck adjacent to the shoreline attached to the dock may be 1/3 of the total water frontage with a maximum of 50' whichever is less, and shall not total more than 500 sq. ft. in area. The total square footage of the dock shall not exceed 528 square feet. **The top of the deck shall be no higher than three feet above the seawall cap**, but may not rest on the seawall cap.
10. Dock Sizes and configurations shall conform to the following sizes and setbacks:

#### **PLATFORM DOCK - SINGLE LOT**

	<u>Length-Ft.</u>		<u>Width-Ft.</u>		<u>Max. Sq.Ft.</u>	<u>Side Set-Backs</u>
ACCESS RAMP	40	Max.	6	Max.	240	15
TERMINAL PLATFORM	36	Max.	8	Max.	288	
<b>TOTAL FOOTPRINT</b>					<b>528</b>	

#### **FLOATING DOCK - SINGLE LOT (PREFERRED DOCK TYPE)**

	<u>Length-Ft.</u>		<u>Width-Ft.</u>		<u>Max. Sq.Ft.</u>	<u>Side Set-Backs</u>
ACCESS RAMP	38	Max.	6	Max.	228	15
TERMINAL PLATFORM	36	Max.	10	Max.	360	
<b>TOTAL</b>					<b>588</b>	

## FOOTPRINT

### FLOATING DOCK - COMBINED DOUBLE LOTS/UNITY OF TITLE (PREFERRED DOCK TYPE)

	<u>Length-Ft.</u>		<u>Width-Ft.</u>		<u>Max. Sq.Ft.</u>	<u>Side Set-Backs</u>
ACCESS RAMP	38	Max.	6	Max.	228	20
TERMINAL PLATFORM	39 to 72	Max.	10	Max.	720	
<b>TOTAL FOOTPRINT</b>					<b>948</b>	

11. Only one (1) boatlift and a double Jet Ski lift is allowed. Floating docks will be permitted and can be no larger than required for two Jet Skis. The boatlift and Jet Ski lift and/or floating dock must be approved by the ADR.
12. No fence, docks, piers, etc. shall be attached or penetrate the bulkhead or filter cloth. No lot owner shall damage, remove or alter any bulkhead located within the property, including the bulkhead located adjacent to said Owner's lot. Any damage to the bulkhead by the property Owner or his agents will be repaired by the POA, the cost of which will be individually assessed to the property Owner.
13. All docks must have a minimum of one light, or illuminated in such a way, to light the outer most piling in the channel. This light must be on a dusk to dawn light sensor.
14. All new pilings must be wrapped and red reflector tape is to be installed on all exterior pilings.
15. Lot numbers must be installed on all single family docks and dock numbers on all condominium docks.
16. No vapor lights or any light over 100 watts are permitted so as not to disturb the neighbors or nature.
17. All contractors are to be licensed and insured as required by Admiral's Cove MPOA.
18. Major renovation and/or total replacement of existing decks, so long as there is no change in existing footprint or color, does not require ADR approval.

19. Alterations to color, existing dock configuration or total replacement must be approved by the ADR. Information shall include piling configurations and heights.

## **LANDSCAPE & HARDSCAPE DEFINITIONS**

1. Landscaping: Minimum allowable Landscape is 35% of lot coverage. Landscaping shall consist of any of the following or combinations thereof: materials such as, but not limited to grass, ground covers, shrubs, vines, hedges, trees and palms and other materials and elements such as rocks, pebbles, sand, wood chips, hedges or curbing, but excluding walls.
2. Hardscape: Maximum lot coverage is 35%. All site work other than landscaping is defined above, including but not limited to driveways, pools/spas, pool decks, fountains, walls, planters, decking, etc.
3. Irrigation: A system of piping, sprinkler heads and controls, to convey water to all landscaped areas.
4. Landscape Softening: Equipment and/or equipment wall must be softened by landscape in such a manner to hide the appearance from street, neighbors and/or golf course views. The landscape material should fully cover the height of the wall and be full to base to cover entire length and width of the wall at time of planting.

## **LANDSCAPE & HARDSCAPE DESIGN CRITERIA**

### **CURBING AND STREET TREES**

All New Construction, Major Additions/Renovations, and Full Hardscape and Landscape Renovations, at the the discretion of the ADR, may be subject to the Owner replacing street curbing and street trees within the property line respectively.

The POA may replace curbing, of subject lot, so the proper drainage and grade can be maintained throughout the Community. Subject curbing will require replacement if the current conditions indicate a need for aesthetic reasons or drainage needs at the discretion of the ADR. (New Home Construction pricing for curbing will be calculated at \$105.00 per linear foot. This will be collected prior to construction.)

Trees and landscaping will be evaluated prior to construction and reviewed for viability. Should the ADR deem any of the landscape as undesirable, removal and replacement will be required.

Any new trees planted along a sidewalk or streets are required to have a minimum setback of 6'. This will be measured from the center of the tree trunk. All new trees shall be planted with root barriers to avoid future issues with roots causing damage to surrounding walkways, streets or pavement.

## LANDSCAPE AND IRRIGATION

1. All easements and areas adjacent to the waterways and street frontage shall be irrigated and sodded, in accordance with the ADR specifications, and maintained by the Owner.
2. Any landscaping changes, additions or alterations must be approved by the ADR.
3. All landscaping shall be completed according to the approved Landscaping Plan. Any additional landscaping or changes to the approved plan are subject to the approval of the ADR prior to installation.
4. Root barriers are to be installed for any tree whose root system is within 5' of the seawall cap. The root ball must be a minimum of 2' from seawall cap.

## LANDSCAPE REQUIREMENTS

1. The front yard area includes that portion of the yard from the edge of the street pavement to the front of the house, including the front portion of the side yards. Corner lots with side yards towards the street shall be landscaped in a character similar to that of the front yards.
2. All homes shall be landscaped with the following elements or a combination thereof; grass, ground covers, shrubs, vines, hedges, trees and palms.
3. All shrub beds shall receive a 2" layer of cypress mulch or materials acceptable to ADR. No bare ground is acceptable.
4. All planted areas shall receive 100% automatic irrigation coverage. The irrigation system must be controlled and be properly maintained in such a manner as to be effective at all times. Homeowners shall be responsible for the irrigation of the landscaped portion of the street right-of-way abutting their Property.
5. St. Augustine Floratam is the preferred sod for all lawns in Admiral's Cove. Other varieties of sod may be acceptable upon review by the ADR. **However, these alternative varieties must be maintained by the Homeowner** and separated from adjacent properties by a landscape divider (plant bed, paving etc.). We need to discuss this!
7. Existing trees must be preserved and maintained unless permission to remove has been obtained from the ADR.

8. No hedges or plant masses above thirty (30") inches in height are permitted in the road right-of-way. Landscape for this area must be designed with a 10' x 30' area as the driveway meets the street to provide a **Site Triangle** to comply with town ordinances.
9. Hedges or landscaping used for property line privacy must be submitted and approved by the ADR. All hedges and landscape must comply with the Town of Jupiter PUD requirements. Failure to maintain these heights may subject the owner to fines and/or reimbursement to the Admiral's Cove Master Property Owners Association for the cost of bringing a hedge into compliance.
10. Berms are encouraged to create topographic variety. Large bermed areas that have smooth transitions and soft natural forms are preferred. Abrupt or "lumpy" mounds will not be allowed.
11. Articulation of grass and shrub areas is to be expansive and integrated. Isolated, small pockets of planting beds are discouraged.
12. Hedges may be permitted for screening and enclosure along the property lines. If there is a side-loading garage along the property line, a hedge should be planted down the property line to screen the garage from the adjacent property with a landscape hedge 4' in height at planting.
13. Secondary driveways to garages and parking courts shall be sufficiently landscaped to minimize the impact of extensive paved areas and to screen parked cars. Landscape screening shall be provided with a minimum height of 4' at planting where it abuts adjacent property.
14. One tree, minimum 20' height by 12' spread with a 6.5" caliper, for every 1,500 square feet of lot size shall be required in both the front yard and rear yard area. Palm trees with a minimum height of 14' will be considered a value of one-half of a tree. The following specimen palms with a minimum height of 18' count as one tree: Canary Island Date palm, Senegal Date palm, "Medjool" Date Palm and Paurotis Palm.
15. Open views into neighboring windows; pool area, screen enclosures and equipment areas are must be mitigated in order to provide acceptable privacy screening as determined by the ADR. The ADR may require require more than the typical hedge and tree screening in special situations. Early installation may be required during the construction process to maintain owners privacy.
16. The elevations of homes shall have sufficient landscaping to screen all blank walls and large roof sections.

17. All homes and equipment walls and fences shall have foundation plantings/landscape softening in the form of continuous shrubs or vines.
18. All plant material shall be Florida #1 or better, as described in Grades and Standards for Nursery Plants, State of Florida, Department of Agriculture and Consumer Services, Tallahassee, Florida, latest edition.
19. All beds shall be planted with sufficient numbers and sizes of shrubs and ground covers to achieve 80% coverage at the time of installation.
20. List of some of the plants and trees that are not permitted. However, you must always follow the Town of Jupiter's "Prohibited Plant Species" and all State and Federal requirements.

Bischofia , Australian Pine, Ear Leaf Acacia, Norfolk Island Pine  
Melaleuca, Florida Holly, Ficus Trees, Carrotwood, Queen Palms  
Tabebuia Trees (As a street Tree), Coconut Palms

21. Mangroves, Spartina and other associated plants shall be allowed to develop in a natural manner and shall not be altered other than for permitted trimmings.

## **SYNTHETIC TURF**

Synthetic turf is permitted in the back and side yards provided it meets the following requirements:

1. A plan must be submitted (minimum scale 1"=10'-0") designating the location and square footage of the turf, including the surrounding existing and, if applicable, proposed landscaping. Plans must be prepared by a qualified professional.
2. A shrub buffer (min. 30" ht. x 18" spread) or wall must be provided to separate the turf from neighboring properties.
3. Submit a sample of the turf (12" x 12" size minimum).
4. Product specifications:
  - a. Turf Fiber Mass: 10,800 denier monofilament/4,500 denier.
  - b. Face Weight: The proposed artificial/synthetic turf must have a minimum of 50 oz. per square yard face weight.
  - c. Total Turf Product Weight: 74 oz. square yard.

- d. Turf Fiber Type: 100% polyethylene (PE) monofilament blades with texturized thatch root zone.
- e. Pile Height: The proposed artificial/synthetic turf must have a minimum pile height of 1 ½" and a maximum pile height of 2".
- f. Color: The proposed artificial/synthetic turf must have the color of natural turf, as determined by the ADR.
- g. Tufting Gauge: The proposed artificial/synthetic turf must have a tufting gauge of 1/4" - 3/8" maximum.
- h. Backing: The proposed artificial/synthetic turf cannot have latex backing. A 7 oz. square yard stabilized dual layered woven polypropylene with secondary backing of 17 oz. square yard polyurethane (PU) is recommended.
- i. Infill Type: 20/30 sieve silica sand. Infill turf level at 3 lbs. per square foot. No SBR crumb rubber infill is allowed.
- j. Turf Bind: 8 lbs.
- k. Water Permeability: 100 inches per hour.
- l. Turf Warranty: 8 year warranty from U.S. manufacturer.
- m. Installation Warranty: Two (2) year installation warranty from a certified installation company with at least two (2) years of experience.
- n. Turf Product Origin: Certificate of Origin certifying U.S. manufacturing origin.

5. Installation requirements:

- Turf seams must not be visible.
- Adequate base drainage must be provided beneath the turf. A minimum 3" compactable aggregate base is recommended.
- Turf is not allowed directly under trees with surface roots.
- Turf that is wrinkled or uneven due to surface roots must be repaired or replaced.

6. Synthetic turf must be well maintained with a clean and attractive appearance. If the turf loses its ability to hold a natural, upright position, or if the color fades or changes, or otherwise fails to meet Community standards, the POA, at its sole discretion, may require removal and replacement within a reasonable time frame.

7. Patching of the turf is discouraged, and may not be satisfactory due to the difference in color and texture between the older and newer material. The POA, at its sole discretion, may require the patching to be redone or the entire turf area replaced.

Synthetic turf is permitted in the front yard and will be reviewed by the ADR. Turf adjacent to the street, whether in front or side yards, must meet all of the above requirements and, in addition, meet these following requirements:



1. A planting buffer shall be installed between neighboring landscapes. This buffer shall include layered plantings that tie into the theme of the overall front yard planting design and transition to the neighboring landscapes in a cohesive manner, rather than an abrupt change in plant material and bed lines.
2. The proposed buffer should incorporate hardscape elements (walls, columns, rocks) for height and interest, and trees, palms and/or accent plants, whether existing or proposed. The aim of the landscape design should be to minimize the impact of the synthetic turf.
3. The installer is encouraged to provide sleeves under the turf and driveway for potential future use.
4. Admiral's Cove Master Property Owners Association cannot assure that any turf installed in a utility easement will be allowed to remain by any utility company. Owners must assume the risk that a utility company may remove or damage the turf at the option of the utility company.

## **STREETSCAPE REQUIREMENTS**

1. One (1) Ranch Live Oak, 20' height by 12' spread, 6-1/2" caliper, planted every 50' on the front property line. Adjustments in spacing shall be at the ADR Committee's discretion.
2. Any trimming or pruning of these trees must maintain the natural shape and character of the tree. Hat-racking or topiary trimming is not permitted. If this is done, the ADR may require the homeowner to replace the tree.
3. Removal of an existing Oak street tree must be approved by the ADR committee. The ADR shall consider size, quality, location, variety (Live Oak vs. Laurel Oak) and root system conflicts when determining whether it is acceptable to remove the tree. Leaf litter and general messiness are not adequate reasons alone to remove a tree.
4. Street tree replacement requirements are as follows:
  - a. The tree must be replaced if the 50' spacing no longer occurs.
  - b. The replacement tree may need to be larger than the minimum required size based on the size of the tree being removed and the surrounding street trees.
  - c. Acceptable replacement trees, other than a Ranch Live Oaks, shall include:
    - Canary Island Date Palm, 18' height
    - Medjool Date Palm, 18' height
    - Sylvester Date Palm, 18' height
    - Silver Bismarck Palm, 14' height
    - Senegal Date Palm, 18' height, 7 stems minimum
    - Royal Palms, 20' height, in groups of three (3)

- d. The alternative replacement trees (noted above) must be reviewed and approved by the ADR prior to planting.

## **SITE LIGHTING**

Site lighting is intended to be low key. Exterior lights is to be used to accent entrances and special features. Overall high levels of light are not desired. No flood lighting of buildings shall be permitted except approved security flood lighting with fixtures mounted in the roof eaves.

Street lighting must be included so that the street in front of the home is illuminated for safety and security purposes. These lights must be on a dusk to dawn sensor and not controlled by a light switch to assure they always come on.

## **COMBINING OF LOTS, RECONFIGURING ADJOINING LOTS AND LOT RE-PLATTING**

The ADR and POA Board must approve any of the above requests to assure the changes in lot size or configuration is in the best interest of the community and is in harmony with the existing patted areas within the community.

## **INTRODUCTION TO THE ARCHITECTURAL AND DESIGN REVIEW COMMITTEE**

One of the most effective methods of assuring the protection of the master land concept, community lifestyle environment and individual property values is through the establishment of high standards of architectural review. In order to accomplish this objective, the Architectural and Design Review Committee (ADR) reviews Applications and Design Documents (as defined in this Design Review Manual) for all new construction and alterations, demolition and rebuilding of homes and modifications or changes to existing properties, including but not limited to landscaping. Each application is evaluated on its own merit. Unless specifically noted, this relates to all properties.

## **AUTHORITY**

The Declaration of Covenants, Article V, Admirals Cove Master POA, Inc., establishes the authority of the Architectural and Design Review Committee. The ADR is responsible for carrying out its duties on behalf of all members of the Association for the benefit of the total community.

## **VARIANCES**

The ADR may grant variances from the design standards and criteria on an individual basis. All variance requests shall be made in writing. Any variance

granted shall be considered unique and will not set any precedent for similar variance requests.

## **CONSTRUCTION INSPECTIONS**

Periodic inspections may be made by the ADR while construction is in progress to determine compliance with the approved architectural documents. The ADR is empowered to enforce its policy as set forth in the Declaration and this Manual, by any action, including an action in a court of law to insure compliance.

## **MASTER DECLARATION OF COVENANTS**

### **“ARTICLE V”**

## **ARCHITECTURAL AND DESIGN REVIEW COMMITTEE**

Section 1. The ADR Committee. The Board of Directors of the Property Owners Association (POA) shall appoint not less than three (3), and not more than seven (7), individuals, none of whom need be Members of the Property Owners Association, to serve on an Architectural and Design Review Committee (hereinafter the “ADR Committee”) at the pleasure of the Board of Directors. The ADR Committee will be responsible for carrying out the functions set forth hereinafter in this Article V.

Section 2. Purpose of the ADR Committee. It is the intent of the POA to create on the Property a residential community of high quality and harmonious improvements. Accordingly, the ADR Committee has been created to attempt to accomplish this objective in the manner set forth hereinafter in this Article V.

Section 3. Prohibition Against Construction or Alteration without Prior Approval of the ADR Committee. Without the prior written approval of all aspects thereof (including, but not limited to, the nature, design style, height, materials, size, location, layout and color) by the ADR Committee, no person other than POA shall (all of the following being collectively referred to as “Improvements” and individually as an “Improvement”):

- a) Construct, erect, install, alter, modify, renovate, remove or demolish any structure, improvement or addition of any type or nature on or to any portion of the Developable Property, including, but not limited to, buildings, houses, patios, porches, driveways, walkways, fences, walls, swimming pools, permanent or temporary signs, sewers and drains; or
- b) Plant, install, remove, alter or modify any grass, trees, shrubs, landscaping or other vegetation on any portion of the Developable Property; or
- c) Change or alter to any degree the grade of any portion of the Developable Property; or

- d) Construct or install any dock or mooring adjacent to any waterfront Single Family Lot or Condominium.

The ADR Committee may, in its sole discretion, impose requirements for Improvements, which may be greater or more stringent than those prescribed in applicable building, zoning or other applicable laws and codes.

Section 4. Procedures. The procedures of the ADR Committee shall be as follows:

- a) As part of the application process, one (1) complete set of plans and specifications prepared by a Registered Architect, Registered Landscape Architect or other person found to be qualified by the ADR Committee shall be submitted for approval by written application on such form as may be provided or required by the ADR Committee. The ADR Committee may require submission of samples of building materials and colors proposed to be used.
- b) In the event that the information submitted to the ADR Committee is, in the ADR Committee's opinion, incomplete or insufficient in any manner, the ADR Committee may reject and/or request and require the submission of additional or supplemental information.
- c) The ADR Committee shall have the right to refuse to approve any plans and specifications, which are not suitable or desirable, in its sole discretion, for aesthetic or any other reasons. In approving or disapproving such plans and applications, the ADR Committee shall consider the suitability of the proposed Improvements, and materials of which the same are to be built, the site upon which such Improvements are proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property.
- d) The ADR Committee shall, in all cases, have the right to determine and designate building set back lines in order to promote the overall best interests of the Property. In this respect, the ADR Committee's judgment and determination shall be final and binding.
- e) Upon approval by the ADR Committee of any plans and specifications submitted to the ADR Committee, the ADR Committee shall notify the applicant in writing, which notification shall set forth any qualifications or conditions of approval. In the event that the ADR Committee disapproves any plans and specifications submitted to the ADR Committee, the ADR Committee shall so notify the applicant in writing, stating the grounds upon which such disapproval is based. Any applicant may appeal the decision of the ADR Committee to the Board of Directors of the Property Owners Association within (30) thirty days after the ADR Committee's decision. The determination of the Board of Directors shall be final and binding upon the applicant; provided, however, that no Improvement shall be erected or shall be

allowed to remain which violates any of the covenants, conditions or restrictions contained in this Declaration, or which violates any zoning or building ordinance or regulation.

- f) Prior to the occupancy or use of any Improvement constructed or erected, the prospective occupants or users thereof shall obtain a Certificate of Compliance from the ADR Committee, certifying that the construction of the Improvement has been completed in accordance with the plans and specifications previously approved by the ADR Committee. The ADR Committee may, from time to time, delegate to a member or members of the ADR Committee, the responsibility for issuing such Certificate of Compliance.
- g) There is specifically reserved unto the ADR Committee, and to any agent or member of the ADR Committee, the right of entry and inspection upon any portion of the Property for the purpose of determination by the ADR Committee whether there exists any Improvement which violates the terms of any approval by the ADR Committee or the terms of this Declaration or any amendments hereto, or of any other covenants, conditions and restrictions to which any deed or other instrument of conveyance makes reference. Except in the case of emergencies (in which event the following request for entry shall not be required) the foregoing right of entry and inspection contained in this subsection shall be exercised by the ADR Committee only after it has been unable to obtain entry to a portion of the Property from the Owner thereof, within three (3) days of the date of written request for such entry sent by the ADR Committee to such Owner. If any Improvement of any nature shall be constructed or altered or made without the prior approval of the ADR Committee, the Owner shall, upon demand of the ADR Committee, cause such Improvement to be removed or restored in order to comply with the plans and specifications originally approved by the ADR Committee. The Owner shall be liable for the payment of all costs of such removal or restoration, including all costs and attorneys' fees incurred by the Property Owners Association. The ADR Committee is specifically empowered to enforce the provisions of this Declaration by any legal or equitable remedy, and in the event that it becomes necessary to resort to litigation to determine the propriety of any Improvement, or to remove any unapproved Improvement, the ADR Committee and the Property Owners Association shall be entitled to recovery of court costs, expenses and attorney' fees in connection therewith. All costs, expenses, and attorneys' fees of the Property Owners Association and the ADR Committee, including those incurred in connection with its enforcement or other powers, as provided herein, shall be borne by the Property Owners Association; provided, however, that nothing provided herein shall be deemed to negate the Property Owners Association's right to an award of the Property Owners Association's

and the ADR Committee's attorneys' fees and costs if the Property Owners Association is the prevailing party in any administrative or judicial proceeding. In the event that any Owner fails to comply with the provisions contained herein or other rules and regulations promulgated by the ADR Committee, the ADR Committee may, in addition to all other remedies contained herein, record against that Owner's property a certificate of disapproval stating that the Improvements on the property fail to meet the various requirements of the ADR Committee.

- h) The ADR Committee is empowered to publish or modify from time to time, design and development standards for the property, including but not limited to the following:
  - 1) Roof and roof design;
  - 2) Fences, walls and similar structures;
  - 3) Exterior building materials and colors;
  - 4) Exterior landscaping;
  - 5) Signs, mail boxes, address numbers and exterior lighting;
  - 6) Building setbacks, side yards and related height, bulk and design criteria
  - 7) Pedestrian and bicycle ways, sidewalks and pathways; and
  - 8) Docks and moorings adjacent to waterfront Lots and condo minimums.

Section 5. Variances. The ADR Committee may grant variances from the requirements contained herein or as elsewhere promulgated by the ADR Committee, on a case-by-case basis; provided however, that the variance sought is reasonable. The granting of such a variance by the ADR Committee shall not nullify or otherwise affect the ADR Committee's right to require strict compliance with the requirements set forth herein on any other occasion.

Section 6. Fees. The ADR Committee has adopted a schedule of reasonable fees for processing requests for approval. Such fees shall be payable to the Property Owners Association at the time that the plans and specifications and other documents are submitted to the ADR Committee or at such other time or times as the ADR Committee shall determine.

Section 7. Exculpation. Neither the directors or officers of the Property Owners Association, the members of the ADR Committee, nor any person acting on behalf of any of them, shall be liable for any costs or damages incurred by any Owner or any other party whatsoever, due to any mistakes in judgment, negligence or any action of the ADR Committee in connection with the approval or disapproval of any Improvements or proposed Improvements. Each Owner agrees, as do their successors and assigns by acquiring title thereto, that they shall not bring any action or suit against the

directors or officers of the Property Owners Association, the members of the ADR Committee, or their respective agents, in order to recover any damages caused by the actions of the ADR Committee. The Property Owners Association shall indemnify, defend and hold harmless the ADR Committee and each of its members from all costs, expenses and liabilities, including attorneys' fees, of all nature resulting by virtue of the acts of the ADR Committee or its members. Neither the directors or officers of the Property Owners Association, the members of the ADR Committee, nor any person acting on behalf of any of them, shall be responsible for any defects in any plans or specifications, nor for any defects in any Improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

## **BOATS**

The size of a boat allowed may be adjusted due to limited accessibility. Each lot may have circumstances that require special conditions. The ADR will review these issues on an individual basis at its sole discretion.

Boat sizes are determined by the following:

### **Custom & Patio Homes:**

Lots up to 70 feet in width: 50% of the width of the lot as measured at the shoreline plus 10% of measurement of boat.

Lots greater than 70 feet in width: as measured at the shoreline must maintain 15 foot side setback on each side for a total of 30', this includes dolphin pilings, and nothing may encroach into setbacks. This is subject to accessibility as determined by the ADR.

### **Villa II**

40' (when accessible)

### **Spyglass & Waterside - Harbour Homes**

34' (subject to condominium board approval)

### **Captain's Way - Harbour Homes**

35' overall length with no fly bridge or tower allowed

### **Captain's Way Villa**

40'

Subject to Dock License Agreement

<b>ARCHITECTURAL DESIGN REVIEW (ADR) FEE SCHEDULE</b>			
<b>EXTERIOR RENOVATIONS, ADDITIONS &amp; DEMOLITION</b>			
		From	To
1	Application Fees		
1-A	<b>Initial Review Fee</b>	\$ 1.35 s/f	
	Preliminary House Plans	50%	
	Final House Plans	50%	
	Landscape / Hardscape plans including pool, decking, fencing, walls, screening, lighting, etc.		
1-B	If a final architectural or final landscape plan is not approved when submitted, the Board will review the resubmitted plan under the initial fee.		
1-C	<b>Inspection Fees – Tear-down</b>	\$ 1.00 s/f	\$400 Minimum
	<b>Inspection Fees – Major Addition</b>	\$1.00 s/f	\$400 Minimum
1-C-i	<b>Roof inspection Fee</b>	\$ 150	
2	Any subsequent review will require an additional review fee	\$ 300	Minimum
3	<b>Alterations, misc. additions, etc.</b>	\$ 300	Minimum*
3-A	<b>Change in Façade of home and Major interior renovation</b>	Subject to all fees and deposits of New Construction	
4	<b>Landscape additions / modifications</b> -Under \$10,000 (with exception of Tree Removal, Restrictions Apply)	\$ 0-250	
	Landscape additions / modifications Over \$10,000 plan review	\$ 300	Minimum*
5	<b>Hardscape modifications plan review</b> (includes) Pool, deck, driveway, patio, walkway, fencing, screening, lighting, lanai, walls & columns, gazebos trellis, roof tile changes, etc.	\$ 300	Minimum*
5-A	<b>Curb Replacement for New Home Construction</b>	\$ 105	Per Linear Foot
6	<b>Landscape/Hardscape inspection fee.</b> Submitted separate or combined	\$ 400	
7	<b>Docks, decks and lifts</b> (new & renovation)	\$ 250	
8	<b>Minimum review fee</b> <b>Landscape/Hardscape inspection fee.</b> Submitted separate or combined	\$ 75 \$ 400	
9	Statues, dolphin pilings, shutters, generators, etc. <b>Docks, decks and lifts</b> (new & renovation)	\$ 250	
10	<b>Exterior color changes</b> - subject to ADR approval <b>Minimum review fee</b>	\$ 75 \$ 75	
11	Special Meetings - Regular fee plus architects billed time.	\$ 250	Minimum



12	<b>Community Fees</b> - per sq. foot of addition or new home <b>Exterior color changes</b> - subject to ADR approval	\$.55 per s/f \$ 75	no maximum
13	<b>Construction Performance Deposit</b> \$2/sq ft of proposed work Special Meetings - Regular fee plus 50% with	\$2 per s/f \$ 250	no maximum Minimum
14	<b>To be refunded only if in full compliance, to be determined by ADR / POA Board. Deposited in a POA Account. No interest will be paid on deposit.</b> <b>Community Fees</b> - per sq. foot of addition or new home	\$.55 per s/f	no maximum
15	<b>Deposit for Generator &amp; Landscape Softening Construction Performance Deposit</b> \$2/sq ft of proposed work	\$ 500 \$2 per s/f	no maximum
16	<b>Deposit for Roof s and Miscellaneous improvements requiring a dumpster</b> <b>To be refunded only if in full compliance, to be determined by ADR / POA Board. Deposited in a POA Account. No interest will be paid on deposit.</b>		
17	<b>*ADR will determine Fee</b> <b>Deposit for Generator &amp; Landscape Softening</b>	\$ 500	
18	<b>Deposit for Roof s and Miscellaneous improvements requiring a dumpster</b>	\$5000 or 3% of total cost of project which ever is more	
	<b>*ADR will determine Fee</b>		

**\*CONSTRUCTION HOURS:**

Monday thru Friday 7:30 am to 5:30pm. The ½ hour between 7:30 – 8 am must be used for quiet organizational purposes. The delivery of construction materials is also prohibited during this time unless cleared by the POA Construction Coordinator in advance. No outside or noisy construction or landscape work will be permitted on Sundays.

- a. Contractors must exit the community by 6:00 p.m.

All contractors called in by a resident shall be granted access 24/7 for emergency purposes, when authorized by the POA.

Work is not allowed on the following Holidays, observed Holidays and associated weekends: New Years, Good Friday, Memorial Day, 4<sup>th</sup> of July, Labor Day, Yom Kippur, Thanksgiving, Black Friday & Christmas Day.

Construction will not take place from December 24<sup>th</sup> thru January 2<sup>nd</sup> to avoid inconveniencing other Members and their Guests during the holiday season.

Exceptions will be considered where special circumstances exist.

\* Also available on pages 16- 17

## Cubic Content calculations and open air credits

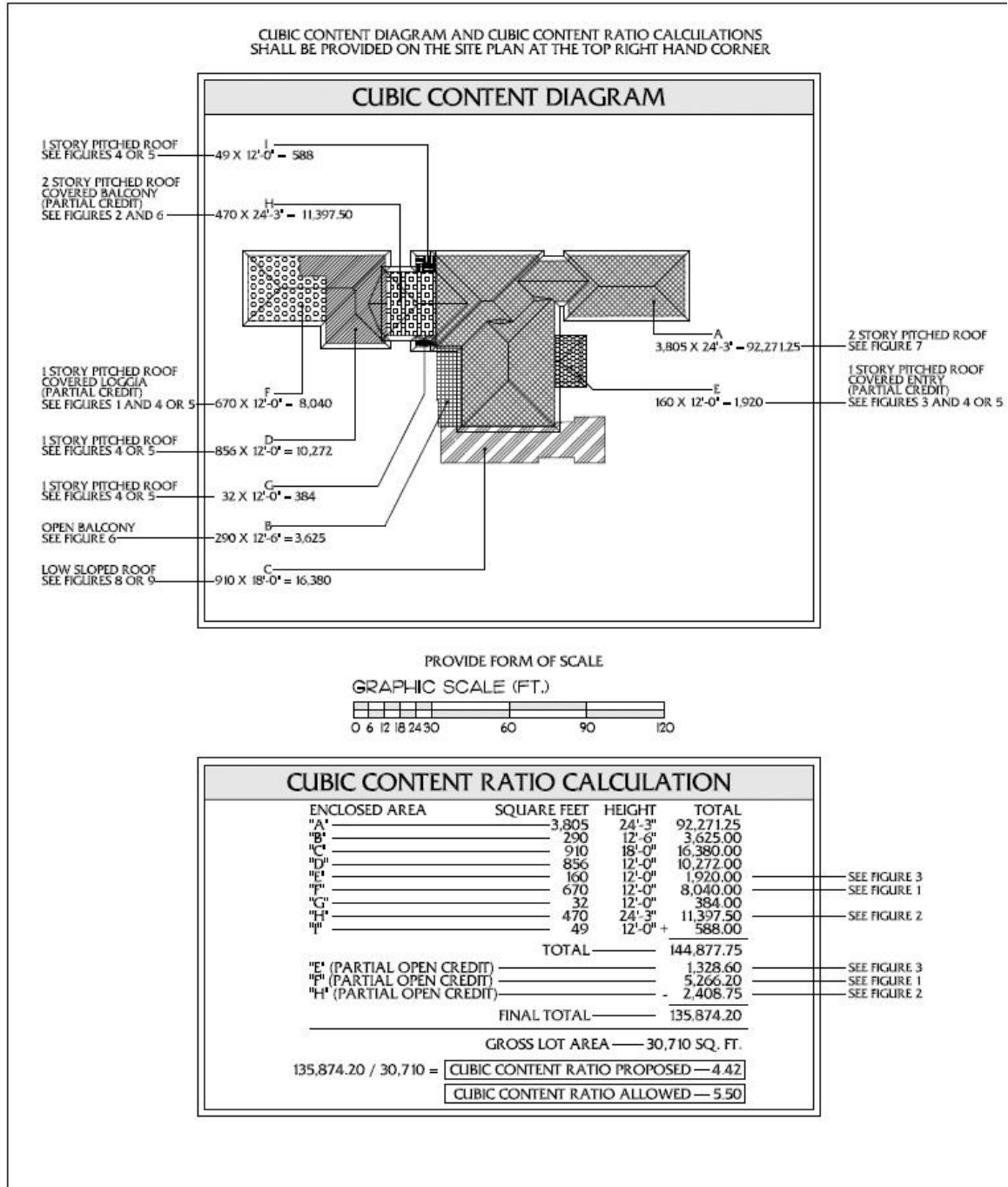
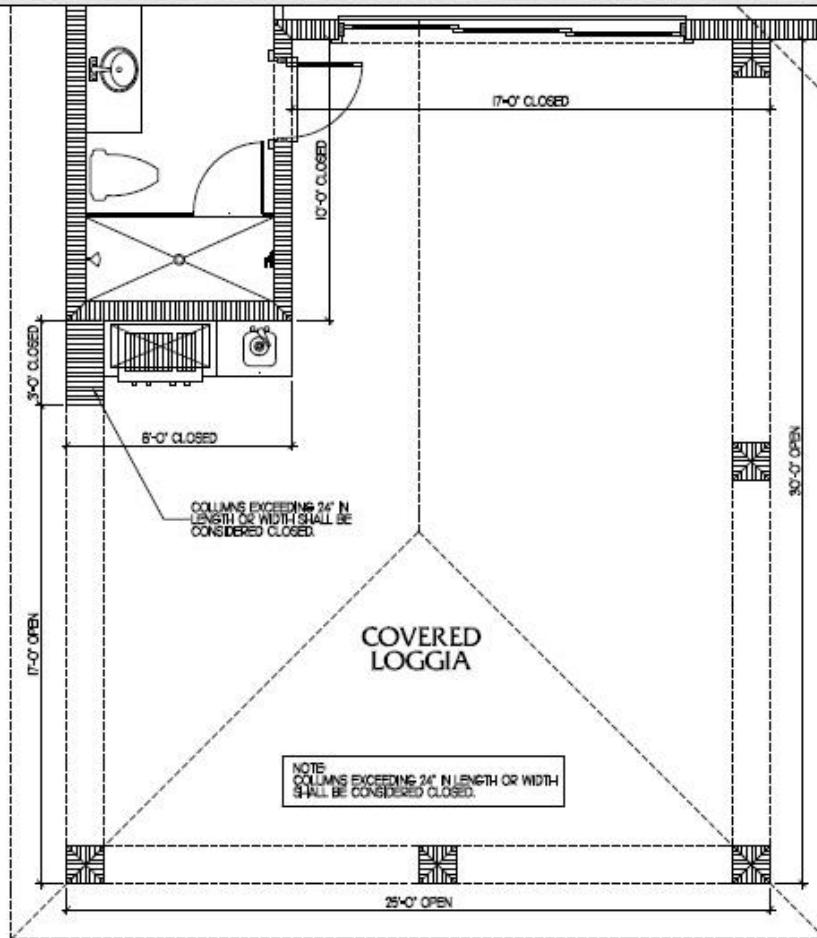


FIGURE 1 COVERED LOGGIA(PARTIAL CREDIT CALCULATION EXAMPLE)



17.0 CLOSED LINEAR FEET	
10.0 CLOSED LINEAR FEET	
8.0 CLOSED LINEAR FEET	38.0 TOTAL CLOSED LINEAR FEET
3.0 CLOSED LINEAR FEET	
17.0 OPEN LINEAR FEET	
25.0 OPEN LINEAR FEET	72.0 TOTAL OPEN LINEAR FEET
+ 30.0 OPEN LINEAR FEET	
110.0 TOTAL LINEAR FEET	

$$\frac{\text{TOTAL OPEN LINEAR FEET}}{\text{TOTAL LINEAR FEET}} = \frac{72.0 \text{ LINEAR FEET}}{110.0 \text{ LINEAR FEET}}$$

$$\% \text{ CUBIC CONTENT CREDIT} = 65.5\% \text{ CUBIC CONTENT CREDIT}$$

$$\frac{\text{COVERED LOGGIA SQ.FT.} \times \text{HEIGHT}}{\text{CUBIC CONTENT}} = \frac{670 \text{ SQ.FT.} \times 12'-0"}{8,040}$$

$$\frac{\text{CUBIC CONTENT} \times \% \text{ CUBIC CONTENT CREDIT}}{\text{CUBIC CONTENT CREDIT}} = \frac{8,040 \times 65.5\%}{5,266.2}$$

$$\text{CUBIC CONTENT CREDIT} = 5,266.2$$

The diagram shows a rectangular covered balcony. The top edge is labeled "19'-2" CLOSED". The bottom edge is labeled "19'-2" OPEN". The left edge is labeled "24'-6" OPEN". The right edge is labeled "24'-6" CLOSED". A note points to the railing: "MIN. 36" HIGH GUARD RAILING TO RESIST 2" DIAMETER SPHERE (TYPICAL UNO)". Another note points to the floor: "MIN. 36" HIGH LOW WALL".

**NOTE:**  
FOR A GUARD RAILING TO BE CONSIDERED OPEN IT SHALL BE CONSTRUCTED OF MATERIALS THAT ALLOW THE TRANSMISSION OF LIGHT THROUGH NO LESS THAN FIFTY (50) PERCENT OF THE SURFACE AREA.

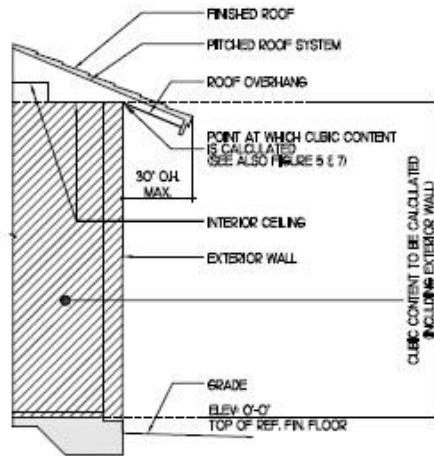
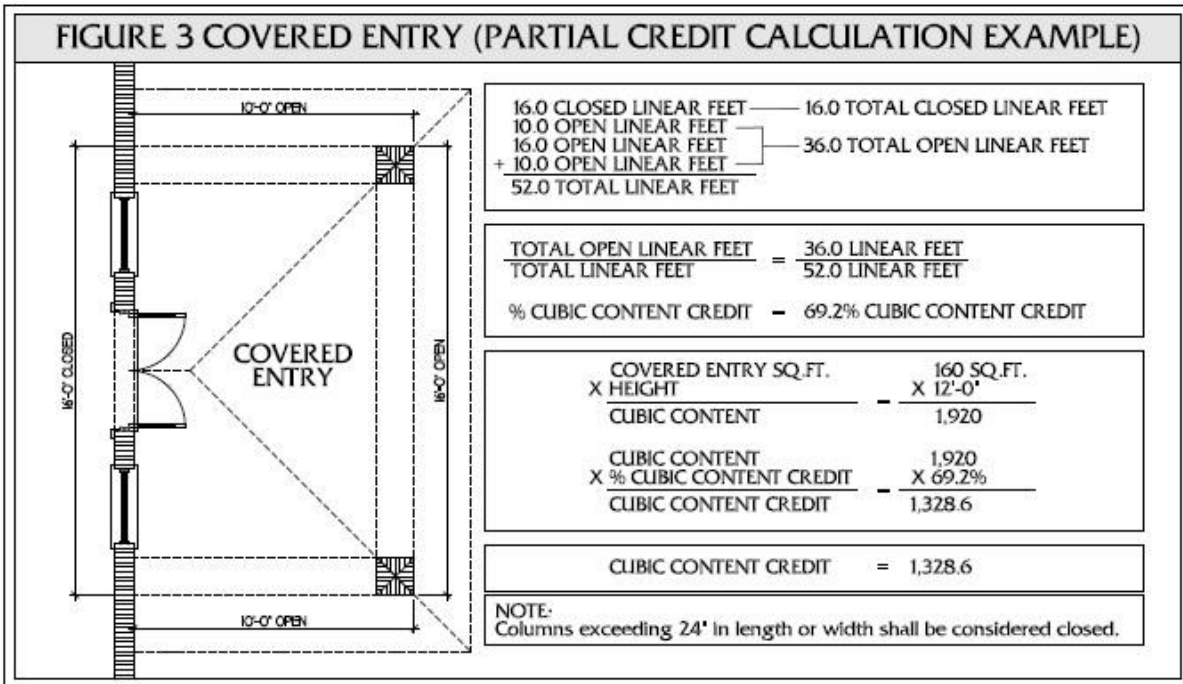
24.5 CLOSED LINEAR FEET	43.667 TOTAL CLOSED LINEAR FEET
19.167 CLOSED LINEAR FEET	
24.5 OPEN LINEAR FEET	43.667 TOTAL OPEN LINEAR FEET
+ 19.167 OPEN LINEAR FEET	
<b>87.334 TOTAL LINEAR FEET</b>	

$\frac{\text{TOTAL OPEN LINEAR FEET}}{\text{TOTAL LINEAR FEET}} = \frac{43.667 \text{ LINEAR FEET}}{87.334 \text{ LINEAR FEET}}$
<b>% CUBIC CONTENT CREDIT = 50.0% CUBIC CONTENT CREDIT</b>

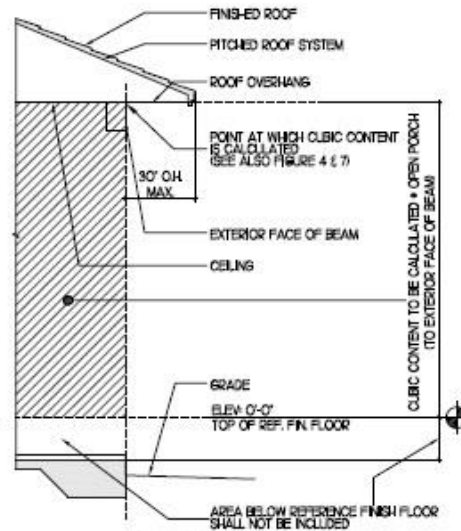
COVERED BALCONY SQ. FT.	470 SQ. FT.
X HEIGHT	X 10'-3"
CUBIC CONTENT	4,817.5
CUBIC CONTENT	4,817.5
X % CUBIC CONTENT CREDIT	X 50.0%
CUBIC CONTENT CREDIT	2,408.75

HEIGHT OF BALCONY PORTION ONLY ABOVE 2ND FLOOR

<b>CUBIC CONTENT CREDIT</b>	<b>2,408.75</b>
-----------------------------	-----------------



**FIGURE 4**



**FIGURE 5**

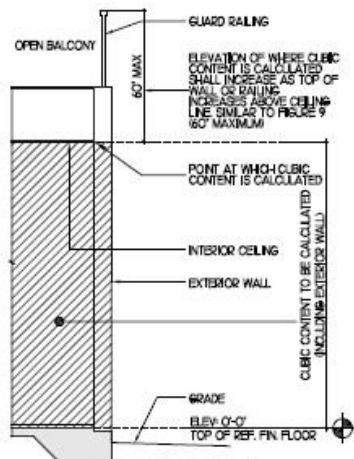


FIGURE 6

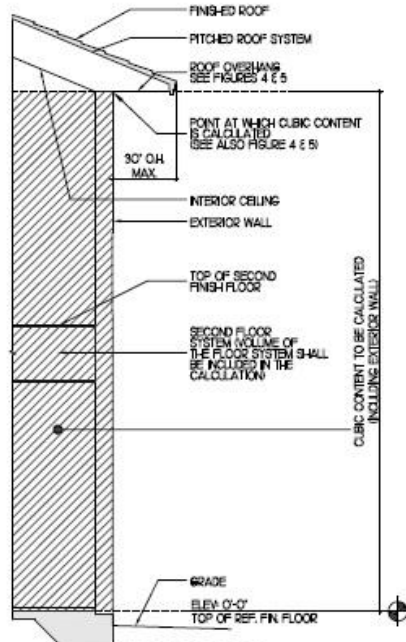


FIGURE 7

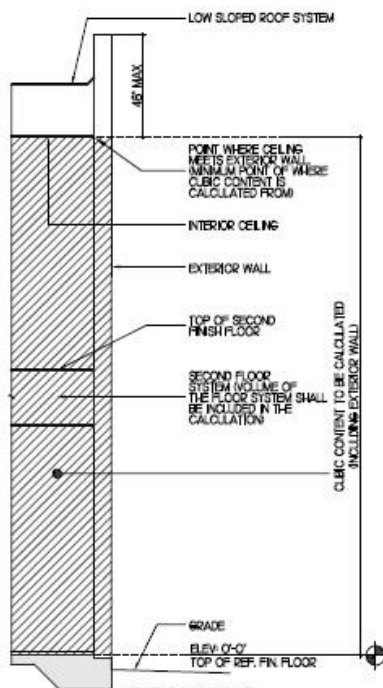


FIGURE 8

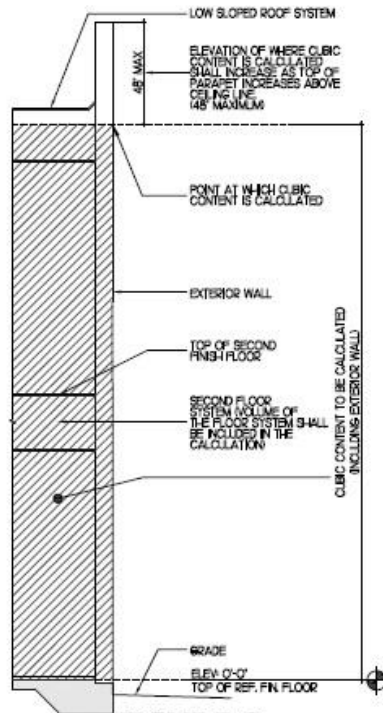


FIGURE 9

## Generator Requirements

### Setback Requirements

The setback for permanent standby generators for residential homes, except residential apartment and condominium buildings shall be:

1. Front Yard- behind the front building setback line.
2. Rear Yard- behind the rear building setback line.
3. Interior Side Yard- five (5) feet from the property line.
4. Side Street Yard- behind the side street building setback line.

### General Requirements

In addition to the previous setback criteria, generators must also be:

1. Fueled by natural gas or liquid propane gas;
2. Operating at a decibel level that does not exceed 75 dB while engaged as measured from the property line;
3. Located so as not to cause access encroachment onto neighbor's property;
4. No taller than four feet in height from finished grade;
5. Screened with landscaping, approved fencing, an opaque screen, wall, or combination thereof, that exceeds the height of the unit(s) by at least 6".
6. Located at minimum distances from non-operable/operable windows, doors, and walls as required by state and local ordinances.

## Plan Requirements

The applicant shall submit a diagram noting the residence, proposed generator location, property line, setback line, type of screening and generator specifications. In addition, the neighbor's residence including windows, doors, equipment, patio and driveway (if applicable) shall be shown. The applicant shall carefully consider impact on the neighbor's property. (See Figure 1)

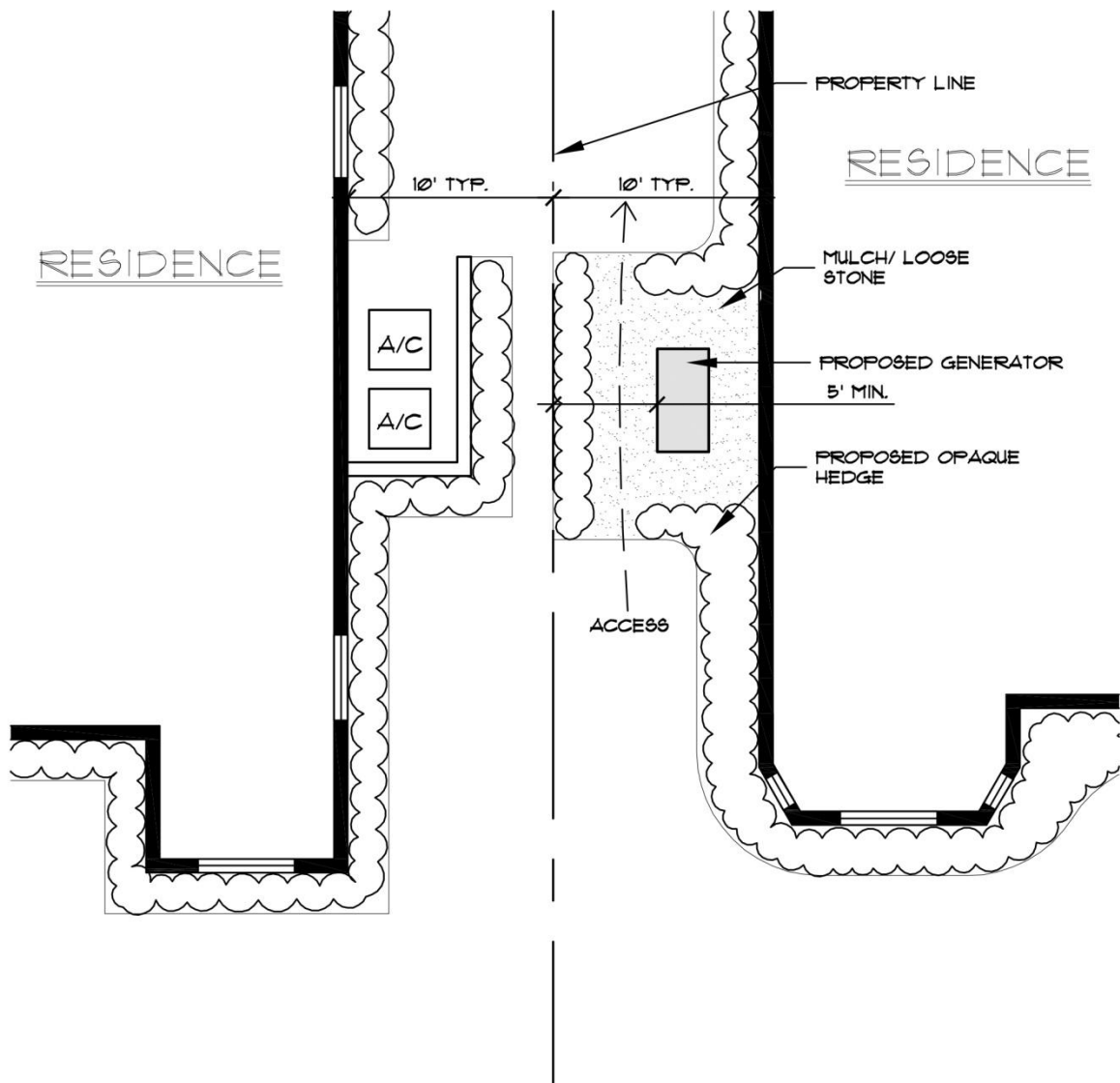


Figure 1



## New Homes

Designs for new homes shall consider accommodating generators by providing indentations in the house foot print. (See Figure 2.)

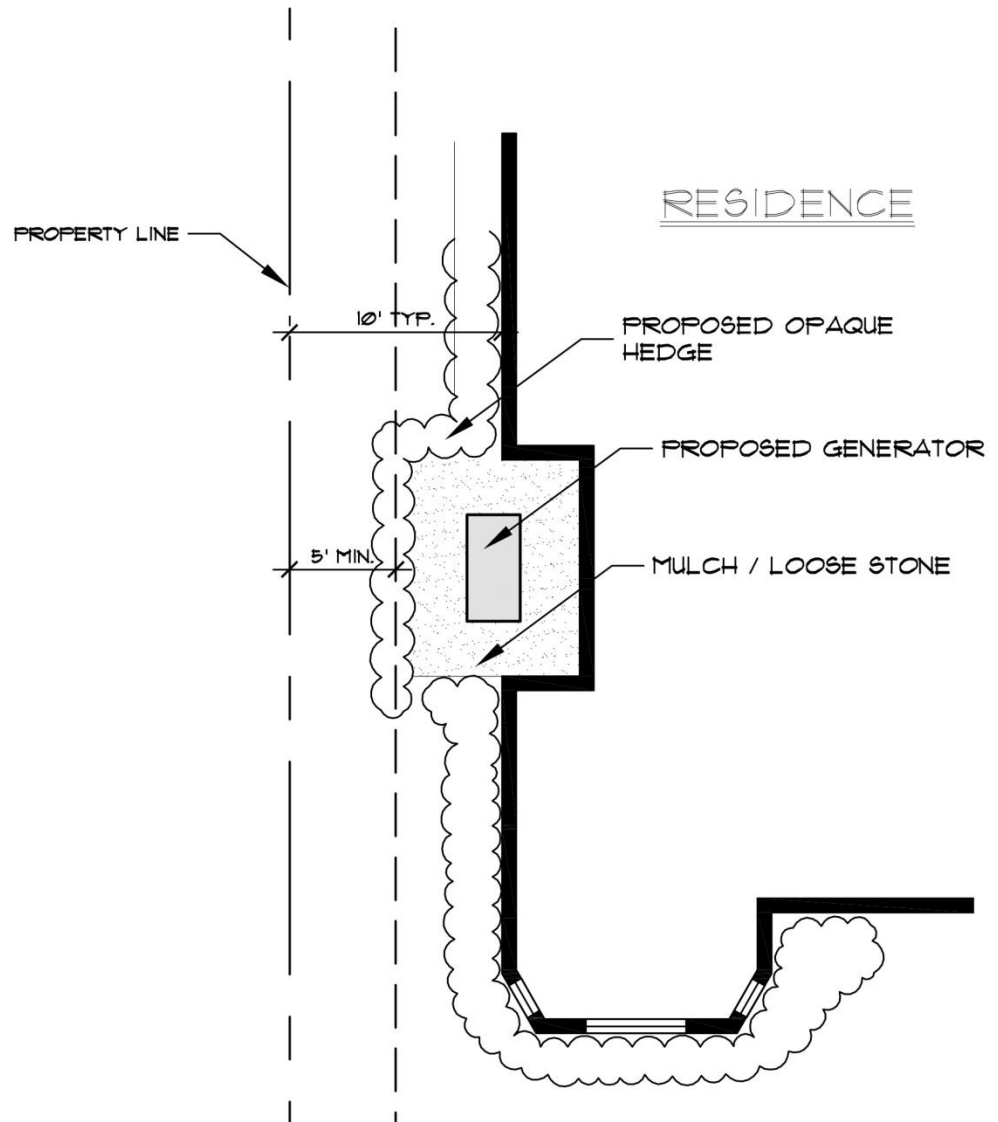


Figure 2