

**BOCA
BRIDGES**
HOMEOWNERS ASSOCIATION
REQUEST FOR ARCHITECTURAL REVIEW

NOTE: A TWENTY-FIVE (\$25.00) PROCESSING FEE IS REQUIRED FOR ALL REQUESTS.

One Application per modification, additional requests require a separate application of \$25.00

Pool & Fence Application require additional fees.

Make check (\$25 processing fee) payable to GRS Community Management

THE APPLICATION WILL NOT BE PROCESSED IF THE FEE IS NOT INCLUDED.

Directions: 1. Fill in requested information
 2. Attach required checks
 3. Attach required certificates
 4. Sign required forms and return to:
 On-site property manager -
 Jennifer Cox – JCox@grsmgt.com

Name: _____
Address: _____
Lot #: _____

Telephone: Cell _____ Work _____ Home _____

Email: _____

Contractor/ Contact person doing the work: _____

Email: _____ Phone Number: _____

Brief Description: In the space below (or on an attached page) describe the alteration, improvement, addition or other change you want to make to your home's exterior (to avoid delays, be as specific as possible). Please include details such as dimensions, materials, color(s), design, location and other pertinent data.

THIS CHECKLIST SHOULD BE COMPLETED BY THE HOMEOWNER AND REVIEWED BY PROPERTY MANAGER BEFORE THE APPLICATION IS SENT TO THE BOARD FOR REVIEW AND APPROVAL.

The board has up to forty-five (45) days from the date received to review the application

ACC Checklist:

PLEASE INITIAL NEXT TO ALL THAT APPLY

1. ____ Two sets of plans enclosed
2. ____ Survey (site plan) enclosed – (must show the location of modification in relation to the home)
3. ____ Color chip enclosed
4. ____ Landscape plans
5. ____ Contractor’s license, insurance certificate (liability & workman’s comp) enclosed. Liability certificate must have Boca Bridges HOA named as the “additional insured”
6. ____ Owners have signed and initialed all affidavits and applications
7. ____ Application fee of \$25 and security deposit of \$5,000 (for large projects, i.e. pools, large additions, cages)
8. ____ Owner has title to the property (has closed). The application will not be reviewed until the owner had obtained
9. ____ A contract with MAC Irrigation, Inc. must be attached for any modification to the irrigation system. MAC Irrigation can be contacted at (561) 498-1611.
10. ____ The aluminum frames of screen enclosures must be bronze
11. ____ Fences must be bronze aluminum rail. Fences cannot extend into any easement. The fence location must be highlighted on the site plan or survey. The County Code determines fence height but must be a minimum of five feet and no taller than 6 feet.
12. ____ Satellite Dishes cannot be located on the home's front elevation.
13. ____ Permanently installed (accordion style) hurricane shutters may not stay up year-round. No hurricane shutters shall cover window or door openings except during periods of hurricane watch or hurricane warning that impacts the community.
14. ____ All excavated fill from the construction of a pool or any other modification must be hauled away during the construction process. No fill can be left on the property, street, swale, preserve or adjoining property during construction.
15. ____ Drainage swales or easements (in front, rear or sides of the home) will not be affected by the proposed modification.
16. ____ Placement of overflow pipes for pools must be on the side of the lot.

Pool project must include pictures in Attachment “A” or the application will not be considered by the ACC

Please note that if the application is submitted without the proper paperwork, it will be returned for the owner to complete and re-submit

Please sign and initial all forms, attach any required certificates, lot survey withdrawing of the project, and drop off or mail the completed application with check(s) to:

**Boca Bridges Homeowners Association, Inc.
9500 Sauvignon Parkway
Boca Raton, FL 33496**

Homeowners Association

Homeowner's Affidavit

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

- All losses caused to others, including common areas, as a result of this undertaking, whether caused by me or others;
- To comply with all state and local building codes;
- Any encroachment(s);
- To comply with the conditions of acceptance (if any);
- To complete the project according to the approved plans. **If the modification is not complete as approved, said approval will be revoked and the modification shall be removed by the owner at the owner's expense.**
- Applicant further acknowledges that drainage swales have been designed and established between homes (side yard) to carry stormwater off the lot and to maintain positive drainage away from the home. The Association and/or developer shall not be responsible for any effect that any proposed landscaping installation may have on drainage. The applicant shall be responsible for all associated costs.
- The homeowner is responsible for costs associated with irrigation modifications due to this alteration. The homeowner is responsible for notifying and contracting with MAC Irrigation, INC. (561)498-1611 to modify any irrigation system before work is initiated. Modifications required are at the Homeowners' expense.
- The Homeowner assumes maintenance responsibility for any new landscaping.
- The Homeowner is responsible for ensuring that all areas affected by the project construction (i.e. landscaping, irrigation, common areas, etc.) are restored to their original condition. The Homeowner will be notified in writing of any deficiencies and will be asked to correct any damages. Failing that, the Homeowner is responsible for all costs necessary for the HOA to properly restore that area.

I acknowledge that the ACC does not review or assume responsibility for the structural adequacy, capacity, safety features of the proposed construction, alteration, or addition. The ACC does not review or assume responsibility for performance, workmanship or quality of work of any contractor or of the completed alteration or description.

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

_____ Date _____ Signature of Homeowner _____ Lot #

DO NOT WRITE BELOW THIS LINE

_____ Approved by the Architectural Control Committee

_____ Approved, subject to the following conditions:

_____ Deferred, due to the following missing information:

_____ Denied, not approved for the following reason(s):

By: _____ Date: _____

Workers Compensation Exemption: The HOA will not be liable for any incident that may occur on homeowner property.
Homeowners should review their personal insurance policy to understand their coverage.

Boca Bridges Homeowners Association, Inc.

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

1. Fences
 - Survey indicating the location with respect to the property lines and existing improvements.
 - Type of fence including materials, height, drawings, and color. Finish and decorative style.
 - Location and swing of gates.
 - Proposed landscaping plan surrounding fence (if required, see 7 below).
2. Painting
 - Identify color(s) including paint manufacturer, color name, and color number
 - Provide paint color samples.
 - Elevation of the structure of area to be painted (elevation survey) identifying the location(s) of each paint color. - i.e. stucco color x, trim bands color y, door color z, etc.
3. Driveways/Concrete Patio Extensions
 - Survey indicating the location of the proposed installation drawn on the survey.
 - Type of materials (driveways must be brick pavers).
 - Provide color and pattern information, preferably samples.
 - Items on attachment A required.
4. Screen Enclosures
 - Survey depicting the location of the proposed screen enclosure
 - Description of proposed type of screen enclosures.
 - Plans and specifications provided by the contractor indicating dimensions, height, screen roof type (e.g. mansard, gable or flat), location(s) of screen door(s), and accessories (e.g. kick plates).
 - Plan and elevation views of screen enclosures.
 - Identify colors including, as appropriate, colors for screening, aluminum framing, kick plates and glass.
 - A concrete slab is required, items on attachment A required.
5. Pool Additions
 - Survey depicting the location of the proposed pool on the lot.
 - Architectural rendering.
 - Plans for fencing or screening (see 1 and 4 above)
 - Identify pool deck type, color, and pattern, preferably samples.
 - Identify coping material and color, preferably samples.
 - Plans for shrubs to conceal pool equipment.
 - Items on Attachment A & B are required.
6. Room Additions
 - Survey depicting the location of the proposed addition on the lot.
 - Architectural drawings including plan and elevation views.
 - Identify exterior paint colors including paint manufacturer, color name, and color number.
 - Provide roof color verification, preferably with a sample. Roof material and color must match the existing home.
 - Items on attachment A required.
7. Landscaping
 - Survey depicting the location of existing plantings with respect to property lines and existing improvements.
 - Drawing illustrating placement of proposed landscaping (on survey submitted).
 - Description of proposed landscaping including type, height and quality of planting materials.
 - Some landscape additions that are major in scope may require items on attachment A.
8. Shutters and Satellite Dishes
 - Shutters require type and color description (brochure is helpful if available).
 - Satellite dishes require details regarding size, color, type, and location where the dish will be mounted. Please place the proposed dish location on a lot survey or site map.
9. Playsets and Trampolines
 - Playsets and trampolines must depict the set or equipment and show its placement on a lot survey. If it is visible from the sides, back or street, shielding landscaping of mature size and height may be required. Proposed shielding landscaping requires a description of type and height of planting materials.
 - Trampolines must be secured or disassembled prior to major storm events.
10. Items on Attachment "C" are required

Note: Any architectural renderings submitted to the ACC will not be returned to the applicant.

HOMEOWNERS ASSOCIATION, INC.
ARCHITECTURAL CONTROL COMMITTEE (ACC)

DISCLAIMER / RELEASE

Boca Bridges Homeowners Associations' Board of Directors, the ACC Review Board Members of their representative and the Management Company will not be held responsible for any landscaping or damage incurred by any homeowners' vendors/contractors pertaining to any installations made to say property.

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

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

Name (please print)

Signature

Address

Date

Lot #

Attachment A

(Required for Pools, Patio Extensions, Room Additions, Major Landscaping)

1. A check in the amount of \$5,000.00 made payable to Boca Bridges HOA must be submitted with application. \$325.00 is a **non-refundable** inspection fee and will be deducted from the \$5,000 deposit leaving \$4,675 which will be returned to the owner subject to passing final inspection, unless inspection fails there is a \$325.00 fee each time the surveyor has to come to have the grading passed by a third party inspector.
2. Once the pool, deck, equipment, sprinklers, yard drains, and the lot has been graded and ready for sod, the homeowner or the contractor doing the work **MUST** notify Jennifer Cox, Property Manager, for the surveyor to be scheduled and inspect the grading prior to a fence being installed. This inspection is very important as it will confirm all grading and drainage of your lot and your neighbors are in compliance within the community. Failure to notify may lead to additional delays and expense to the homeowner. At **NO** time is the homeowner or the contractor to contact the surveyor, this is scheduled through the Property Manager.
3. Photos of the following areas required:
 - Front of home including sidewalk, driveway areas, and landscaping
 - Both sides of home including all landscaping
 - Rear of home including landscaping and areas that are being altered
 - Lake easement area and lake bank

NOTE:

The security deposit will be returned to you by the Management Company after the final inspection by the third-party inspector AND final walk after everything on the original ACC is completed. The homeowner must notify Jennifer Cox, Property Manager, when all work is completed to have the security deposit returned. Once the final inspection from the HOA is completed, please allow a minimum of fifteen (15) business days after the final inspection for the check to be returned.

Attachment B

Aftermarket pool requirements

1. The irrigation zones in the location of the proposed pool must be cut and capped. Zone lines for the balance of the lot must remain functional during the pool construction. The contractor shall not tamper with the irrigation valve serving the subject adjacent lots.
2. Silt fences to be installed at the rear and side yard property lines PRIOR to any construction.
3. No construction materials to be dumped/stored in the public right-of-way. All materials must be stored on the subject lot.
4. Any damage to the public right-of-way must be repaired/restored to their original condition. This includes the asphalt, concrete sidewalks, and sod within the public right-of-way.
5. All pool dirt must be removed off-site the same day the pool is excavated.
6. For lake front lots, no material/dirt is allowed to be stored within the lake tract which includes the 20' lake maintenance easement.
7. All pool overflows must be plumbed on the sides of the pool (NOT the rear). Overflow shall be minimum 10' from the rear of the deck/pool enclosure.
8. Prior to sodding, the contractor shall have the side yard swales staked and graded to insure positive drainage.
9. Upon completion of sod, the contractor shall have the surveyor "as built" the side yard swales. Grades shall be shot at 20-foot intervals along the side yard property lines from the front to the rear of the property. Said as built shall be submitted to the reviewing engineer for conformance with the original design plans and to ensure the swales are properly graded to drain.
10. If the pool deck is to be constructed to the rear property line, the existing grade at the rear property line must not be compromised and/or changed. If the pool deck grade is higher, a retaining wall must be built at the grade transition.
11. Sod seams at tie-ins shall be cut in to match the adjacent sod/grade.
12. Bushes shall be installed around all pool equipment for screening.
13. Once the pool has been signed off by Palm Beach County, a final inspection will be completed by the HOA's professional engineer to ensure that all the above have been addressed. If the HOA's professional engineer has an issue with any of the above forcing an additional inspection, a fee of \$300 will be deducted from the deposit for each additional inspection required. Any cost incurred by the HOA to make necessary repairs not completed by the pool contractor will be deducted from the deposit. Once the HOA has signed off, the pool deposit will be returned.
14. It is highly recommended that the final payment to the pool contractor is not made until all County and HOA inspections have passed.

All the above requirements must be met before any deposits will be returned

Attachment C

Additional guidelines for additions and alterations – permanent generators

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

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

BOCA BRIDGES

ATTENTION!

PRIOR TO THE START OF YOUR PROJECT, YOU MUST CONTACT MAC IRRIGATION!

The Boca Bridges Community is on a master irrigation system that is run on central pump stations and controllers. The Boca Bridges Homeowner's Association requires homeowners to contact MAC Irrigation (561) 498-1611, the community irrigation contractor, in order to have your irrigation rerouted to prevent unnecessary interruptions to the irrigation system while maintenance and ensuring proper irrigation to existing landscape during construction. **This irrigation work will be addressed and billed as outlined below.**

PRIOR TO ANY WORK BEING DONE, YOU MUST:

- Phase 1 – A fee will apply and be paid to MAC Irrigation and they will provide you with an estimated base pricing which varies depending on the size of work being performed. Contact Stahlman England Irrigation to cut and reroute your irrigation lines prior to the commencement of work.
- Phase 2 – Upon completion of work, please contact MAC Irrigation to re-establish the irrigation and re-inspect all work to ensure there are no damages to the irrigation system. MAC Irrigation will provide an additional proposal for the final re-installation and inspection of the irrigation system.

Final payment is mandatory for the release of your security deposit. Upon completion of all work, an invoice will be emailed to you. Please remit all payments to the address below or call in a credit card to Irma Espiliosa from MAC Irrigation at (561) 498-1611.

Checks payable to:

MAC Irrigation
15200 State Road 7
Delray Beach, FL 33496

Please be advised that should you not contact MAC Irrigation, you will be responsible for any dead plant material or trees on not only your property, but also your neighbor's property.

If you are installing a pool, please do not install additional landscaping during construction as your material will be in jeopardy due to the capped irrigation.

THE BOCA BRIDGES HOA WILL NOT BE RESPONSIBLE FOR DEAD MATERIAL RESULTING FROM THE CAPPING. AS A CONDITION OF NEWLY INSTALLED LANDSCAPING, YOU ARE REQUIRED TO HAND WATER.

MAC Irrigation will require you to print and sign your name below if you approve them to make repairs/adjustments to your irrigation system and approve all charges associated with completion of the work to your system.

Thank you,

X. _____

Boca Bridges Resident Print & Date

BOCABRIDGES

ACKNOWLEDGEMENT, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

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

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

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

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

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

1. **Acknowledgement:** Owner hereby acknowledges, understands and agrees that Owner has read the Rules and Regulations of the Association, including, without limitation, the terms, provisions and limitations relating to the Generator System, and that Owner and Owner's proposed Generator System will comply with the terms, provisions and limitations contained therein and with all manufacturer's specifications and all applicable codes, ordinances, laws, rules, regulations and orders of the appropriate governmental authorities.
2. **Indemnification:** Owner shall, jointly and severally, unconditionally, absolutely and irrevocably indemnify, defend and hold harmless the Indemnified Parties from and against any and all actions, claims, demands, suits, losses, damages, liabilities, fines, obligations, penalties, costs and expenses of any kind or nature whatsoever, including, without limitation, court costs and "Legal Fees" (as hereinafter defined), which are directly or indirectly suffered or incurred by the Indemnified Parties at any time or from time to time as a result of or arising from (i) any claim, demand, suit or action brought against the Indemnified Parties in connection with or related to the installation, use and/or maintenance of the Generator System by the Owner; and/or (ii) any default, breach, violation or other non-performance relating to or in connection with Owner's installation, use and/or maintenance of the Generator System; and/or (iii) any failure of Owner to comply with the terms and conditions of this Agreement. For purposes of this Agreement, "Legal Fees" shall mean all reasonable attorney's fees and expenses, paralegal services, and all court costs and other expenses incurred through and including all trial and appellate levels and post-judgment proceedings incurred in connection with negotiation and preparation for mediation, arbitration, and/or litigation, whether or not an action is actually begun. If any action or claim shall be brought or asserted against any of the Indemnified Parties, such party shall promptly notify Owner in writing via First Class Mail to the post office mailing address of the Lot and Owner shall assume the defense thereof, including the employment of counsel and the payment of all expenses. Notwithstanding the foregoing, no assumption of defense of an action or claim by Owner shall in any way delay, reduce or otherwise diminish Owner's indemnification and hold harmless obligations hereunder. In the event Owner fails to indemnify, defend or hold harmless the Indemnified Parties pursuant to this Section 2. Owner shall fully indemnify the Indemnified Parties for Legal Fees incurred in enforcing the terms of the Agreement.
3. **Severability:** In the event any provision of this Agreement is unenforceable, the remainder of this Agreement shall be enforced as written.
4. **Attorney's Fees:** In the event that there is any dispute respecting this Agreement or any party's actions and/or responsibilities relative to this Agreement, the prevailing party shall be entitled its Legal Fees from the non-prevailing party.
5. **Successors and Assigns:** This Agreement shall be binding upon and inure to the benefit of Owner and the Indemnified Parties and their respective heirs successors and assigns.

Boca Bridges Lot # _____

Owner Signature

Owner Signature

Owner Printed Name

Owner Printed Name

Date

Date