

BOCA MARINA HOMEOWNERS ASSOCIATION

c/o Mahogany Services Inc

21 S.E. 5th Street, Suite 200

Boca Raton, FL 33432

Phone: 561-997-6453

Fax: 561-750-3775

ARCHITECTURAL CONTROL COMMITTEE CHECKLIST FOR APPROVAL OF MODIFICATIONS

OWNER: _____ PHONE: _____

ADDRESS: _____

EMAIL ADDRESS: _____

DATE SUBMITTED: _____ APPROX. START DATE: _____

SUMMARY OF PROJECT: _____

**FAILURE TO RECEIVE ACC APPROVAL PRIOR TO THE START OF THE PROJECT WILL
RESULT IN \$150.00 FINE**

APPLICATIONS WILL NOT BE REVIEWED BY ACC WITHOUT SUBMISSION OF THE FOLLOWING:

- Completed/Signed Application
- Waiver of Liability Signed by Owner
- Contractor's Covenants Signed by Contractor
- Certificates of insurance and License to do Business for all Contractors
- Landscape Plan (for major landscape changes)
- Survey (new fence, pool, hardscape)
- Signed and Sealed Blueprints (for additions and teardowns)
- Color and Material Samples
- Engineer's Letter for Seawall Protection (excavations/construction within 40' of Seawall)
- Deck Guidelines Signed by Owner
- \$100.00 Application/Processing Fee – Mahogany Services Inc.

OFFICE USE ONLY

DATE RECEIVED:

DATE SENT TO ACC:

DATE OF APPROVAL/DENIAL:

NOTES:

Revised 1.30.2024

Homeowner hereby warrants and represents:

1. All appropriate governmental regulations have been complied with and a permit has been or will be obtained prior to commencement of any work.
2. Neither Boca Marina Homeowners Association nor any Management Company shall be responsible for any repairs, replacement or maintenance caused by damages due to the construction or subsequent use of such alteration, addition, or modification.
3. The homeowner does hereby agree to hold the Association and Management harmless of and from any liability of any kind, nature or description arising from the construction or subsequent use of such alterations, addition, or modification, and the said homeowner does hereby agree to make and pay for any correction made necessary by said damage.
4. For any permanent structures to be constructed or modified within forty feet of the seawall, a certification letter from a professional engineer must be submitted, addressing the impact of the structures on the existing seawall and catwalk.
5. The consent herein is hereby limited to the subject matter attached and same may not be altered or deviated from in any respect.
6. The homeowner will advise their contractor and be responsible for the proper disposal of all construction debris created by this project. No construction material is to be placed in the Association dumpster.
7. Trucks over 48 feet are not allowed through the guard gate and any damage created by contractor's trucks is the responsibility of the property owner.
8. This agreement shall be binding on the signatories hereto, their heirs, successors, and assigns.
9. Please mail your completed request to Boca Marina Homeowners Association, Inc., c/o Mahogany Services, Inc., 21 S.E. 5th Street, Suite 200, Boca Raton, FL 33432, or fax to: 561-750-3775.
10. Include copy of CURRENT Liability Insurance & Workman's Comp. Insurance, showing Boca Marina c/o Mahogany Services, Inc., 21 S.E. 5th Street, Suite 200, Boca Raton, FL 33432, as the Certificate Holder.
11. Include a copy of the CURRENT License of your vendor performing the work with this form.
12. The appropriate security deposit is required with application if the job includes a contractor and/or building permit. Please make check payable to: Boca Marina HOA., and notify Mahogany when work is complete for final inspection and return of Deposit.

The above information is complete and accurate, to the best of my knowledge. Also, I/WE hereby agree to indemnify and hold harmless Boca Marina Homeowners Association, Inc., its officers and directors from any and all liabilities, damages, costs or expense arising from or in connection with the above-described work.

Owner Name (Print)

Signature

Date

Address

BOCA MARINA HOA

Waiver of Liability

{Print name) _____

(Herein named owner) of _____ Boca Raton, FL (Unit/Address), seeks approval for said addition, change or alteration to the above-mentioned Unit/Lot. from the Board of Director of Boca Marina HOA (Here named "Association"), and

Owner shall be responsible for all costs and expenses in addition, change or alteration of said Unit/Lot. All such work shall be completed in good and workmanlike manner in accordance with all applicable laws, ordinances, rules, regulations, and requirements of all governmental bodies or officers having jurisdiction over such work, and before such work is commenced, all required permits and authorization shall be obtained by owner. Work shall be in conformance with the approved plans.

Owner shall be responsible for all costs and expenses and damages to repair or replace any portion of the common areas damaged by subcontractors, material men, mechanics, or other third parties rendering goods or services to said unit/lot upon notice of the Boca Marina HOA within 60 days of substantial completion. In the event that said costs and expenses are not paid within (30) day's written notice, Boca Marina HOA shall have the right to levy an assessment against the unit for said costs and expenses.

Owner expressly understands that Association approval or disapproval will be based on any ground, including without limitation, aesthetic reasons, to maintain and protect the value property within Boca Marina HOA. Owner shall seek architectural and engineering opinions on said plans from respective professionals in the field and shall not request of nor rely on the Association for these opinions.

Owner shall indemnify and hold Association free and harmless from/against any and all liability caused by or arising from any acts, which may increase the susceptibility to loss on described property or common areas and any loss, claim or damage by reason of any injury, accident or damage to any person or property, including common areas of the association arising out of or in any way relating to the addition, change or alteration to the unit, occasioned wholly or in part by any act or omission of Owner, any contractor, or any other third part rendering goods or services. In the event that Association shall be made a party to litigation commences against Owner concerning addition, change or alteration the Unit/Lot, then Owner shall defend, protect and hold Association harmless and pay all attorney's fees, costs, and expenses incurred by them, in connection with such litigation.

In connection with any dispute, litigation enforcement, or interpretation of this Waiver of Liability, Association shall be entitled to recover reasonable attorney's fees, including appellate and post judgement proceedings, costs and expenses.

The WAIVER OF Liability has been executed on the _____ day of _____ 20____.

The benefits derived by the applicant from the approval of this ACC application shall be consideration to support the Owners obligation(s) in this Waiver of Liability.

UNIT OWNER: _____ UNIT OWNER: _____

CONTRACTOR'S COVENANTS

1. Contractor shall be properly licensed and must provide proof liability insurance in an amount no less than \$2 million aggregate, \$2 million umbrella, and \$1 million per occurrence.
2. The Subject Property shall clearly display proof of City permit to the Association.
3. No Contractor's sign may be displayed.
4. Sanitary facilities are to be placed on the Subject Property itself with the door facing away from close boundaries of the property.
5. All construction trash will be contained in a trash dumpster or removed from the work site daily. Dumpsters must be placed on the subject property, within the perimeter of the property, and may not interfere with road or sidewalk traffic.
Dumpsters must be covered at the end of each workday. Contractor is responsible for the trash that blows off the site and shall retrieve such trash immediately; there will be no stockpiling or dumping on adjacent lots or on streets. Trash not removed within forty-eight (48) hours may be removed by Association at a minimal cost of removal of \$500 that will be billed and paid by Contractor. Contents must be secured during high winds and impending hurricane/tropical storm warnings. Placement of dumpsters may be adjusted by the ACC if conflicts arise.
6. All building materials, including but not limited to roofing tar paper, tiles, cleaning supplies, equipment, tools, and dumpsters must be secured during high winds and impending hurricane/tropical storm warnings.
7. Any grass or plantings not directly affected by the work must be maintained in a neat and aesthetically pleasing condition.
8. Pools must be maintained and chlorinated.
9. Sidewalks and roads must be kept clear of dirt, sand, rocks, debris, nails, and all other work materials, and kept in a broom swept condition on a daily basis.
10. No heavy work equipment shall be driven over swales and/or sidewalks. No work material or debris may be left on swales.
11. Contractor is responsible for all demolition dust, paint, overspray, etc., which occurs during the course of work, and must rectify any damage to adjacent areas caused by such conditions, and/or any other conditions generated by the work.
12. No work will be performed on Sunday, national holidays or major religious holidays, or any time prior to 8 a.m. or after 6 p.m. Monday through Friday, and 8 a.m. to 5 p.m. on Saturday. Only quiet work on Saturdays.
13. Any potentially dangerous or hazardous condition must clearly be marked and be fully secured. Owner and Contractor shall be responsible to make sure that corrective action is taken to remedy such dangerous or hazardous condition.
14. All persons performing work on the subject property must always be appropriately clothes, including wearing shirts.
15. All persons performing work on the subject property must refrain from profanity or other verbal abuse, or the playing of loud music that may be constitute a nuisance, which shall be determined in the sole and absolute discretion of the Board of Directors.
16. Infractions not rectified within 48 hours & requiring the Board of Directors intervention may incur a minimum of \$500 charge inclusive of cost of remedy as well as administrative fee.

The undersigned Contractor has read the above standards and understands that failure to comply with these standards may result in the shut-down of the work, denial of community access, and may also result in fines and remedial costs assessed against the lot owner and/or Contractor. In addition, Contractor understands that failure to comply with these standards may also result in the forfeiture of Owner's Construction Deposit. Any exceptions to the above standards must be addressed and approved in advance through the Architectural Control Committee (ACC).

Address of Project: _____

Name of Contractor: _____

Company Name:: _____

Signature: _____

Email/Phone: _____

Date: _____

Deck Guidelines for Villas and Townhomes December 2015

The Board and the ACC of BMYC have recognized the need to provide guidance for those homeowners who are doing deck construction. In an effort to follow our governing documents, the architectural character, the use of materials and color with attention to scale and proportion that are present in the existing developed areas will be our guiding principles. It is important that owners be aware of the special nature of our waterfront community and the requirements that all properties in BM be in accordance with the existing architecture as the intent is to insure harmony in construction and landscaping. Being sensitive to our contiguous neighbor's privacy and view and not to diminish what little green space we have on our waterfront.

Our HOA documents require a written request to be presented to the property management company, they will forward your request to the ACC. Please contact our property management company or visit our website, Boca-Marina.net, for the proper forms.

1. Decks cannot be within 3 feet of the catwalk.
2. All deck materials must be identified.
3. No deck shall exceed 50% of the residence rear yard measured from the rear of the townhouse/villa to the catwalk.
4. A sample of wood stained to color chosen or sample of material to accompany the ACC request. All wood decks should be stained in either transparent, semi-transparent or solid in the currently used coffee color.
5. No deck will be allowed to impinge on neighbors' privacy or view. Landscaping and lighting need to be provided with application to address privacy and view and will be reviewed individually.
6. HOA documents: Article V, section 6 - Inspection of work. The applicant for ACC approval shall give written notice of completion to the ACC (email HOA or written notice can be left at the guard gate). The ACC will inspect work for compliance to what appears in requested application.

I have read and will comply with the Deck Guidelines for Villas and Townhomes date December 2015

UNIT OWNER: _____ **DATE:** _____

ADDRESS: _____

REQUEST FOR RELEASE OF CONSTRUCTION DEPOSIT

To be submitted to Property Management Company at completion of the job

Date of Completion _____

Homeowner's Name _____ Address _____

Email Address _____

Copy of approved permit by the City of Boca Raton (additions and new construction only) _____

Copy of deposit check (front and back of check) _____

Please select option for refund:

_____ Pick-up check at Mahogany Services
21 SE 5th Street
Boca Raton FL 33432

_____ Mail refund to address listed above

_____ Mail refund to the following alternative address

DRB approval for return of security deposit:

By: _____ Date: _____

Confirmation by Property Management Company of return of Deposit:

By: _____ Date: _____