

ADDISON RESERVE

ARCHITECTURAL APPLICATION

APPLICANT NAME:			
ADDRESS:			
PHONE:		EMAIL:	
COMMUNITY:		TODAY'S DATE:	
ANTICIPATED START DATE:		ANTICIPATED DURATION OF PROJECT:	(circle one) DAYS / MONTHS

****An AR sticker must be obtained from the MPOA prior to the commencement of work and can be picked up upon MPOA approval.**

MINOR PROJECTS: *Please check all applicable boxes you are applying for:*

(No structural modifications or changes to footprint)

Category 4: (\$150 Application / \$1000 Refundable Deposit)

- | | |
|--|---|
| ☐ Exterior Painting | ☐ Synthetic Turf Installation |
| ☐ Driveway or Patio Pavers | ☐ Hurricane Shutter Installation |
| ☐ Window Replacement | ☐ Gutter Installation |
| ☐ Roof Replacement | ☐ Garage Door Replacement |
| ☐ Generator Installation | ☐ Pool Refurbishment |
| ☐ Fence Installation | ☐ Flags, Statues, and/or Sculptures |
| ☐ Retractable Awnings | |

Category 5:

(No Fee/No Deposit)

- ☐ Landscape and Coach Lights
- ☐ Front and/or Side Yard Landscaping
- ☐ Front Door Replacement

Category 6:

(\$50 Application / \$1000 Refundable Deposit)

- ☐ PODS (Storage) Container
- ☐ Interior work requiring dumpster and/or port-a-let

MAJOR PROJECTS: *Please check all applicable boxes you are applying for:*

Category 1:

(\$7500 Application / \$25,000 Refundable Deposit)

- ☐ Knockdown of existing home / new construction

Category 2:

(\$2500 Application / \$10,000 Refundable Deposit)

- ☐ Major Structural Modifications
- ☐ Addition to home

Category 3:

(\$250 Application / \$3000 Refundable Deposit)

- ☐ Rear Yard Landscaping (on Golf Course)
- ☐ Screen Enclosures
- ☐ Change footprint of driveway / patio
- ☐ Trellis, Gazebo, Cabana and/or Pergola
- ☐ Permanent Outdoor Kitchen and/or BBQ Area
- ☐ Fire Pit
- ☐ Solar Panel Installation
- ☐ Well Installation
- ☐ New Pool Installation

As applicant for said project, I acknowledge I have read and understand the fee schedules/penalties and compliance provisions and expectations associated with this application.

Initial _____ Date _____

Architect/Contractor: _____	
Phone: _____	Email: _____

Contractor: _____	
Phone: _____	Email: _____

Contractor: _____	
Phone: _____	Email: _____

Note: ARC meetings generally occur on the second and fourth Wednesday each month. Applicants are encouraged to attend when their application is reviewed.

- Time starts from the time of approval, unless otherwise noted in the approval letter. Fines and other sanctions will be assessed per the Schedule of ARC Violations and Infractions if the construction time frames are not met and additional time was not applied for and granted.
- In the event one application has multiple items, the item with the highest fee will be charged. If the entire application is submitted but has to be approved at different times, the individual fees will be charged.
- **If changes in the scope of the project are made:** Owner must properly obtain approvals from both the Village and the ARC. There may be additional review costs as well as costs associated with remediating the discrepancy from the submitted plans, which may include but not be limited to returning the property to the approved plan condition.
- **Return of Construction Deposit:** At the conclusion of the project, Owner should contact the POA office to schedule an inspection. Inspection should only be requested if the project is fully complete and the area restored. If county permits from Palm Beach County were issued, a final inspection approval(s) should be provided.
- **Inspection fees** will be as follows and taken from deposit and or charged to your club account. Final inspection will include verification that the completed work matches the applications and approvals. Reinspection fees will be based upon number of items out of compliance per the Schedule of ARC Violations and Infractions.

First inspection & reinspection	No charge
Second reinspection	\$100 depending on number of items
Third and subsequent reinspection	\$200 per each additional inspection

As applicant for said project, I acknowledge I have read and understand the fee schedules/penalties and compliance provisions and expectations associated with this application.

Initial _____ **Date** _____

ADDISON RESERVE

Architectural Application Official Use Only

VILLAGE APPROVAL

VILLAGE REPRESENTATIVE:		DATE:
VILLAGE REPRESENTATIVE:		DATE:
VILLAGE REPRESENTATIVE:		DATE:

POA ADMINISTRATIVE APPROVAL (*Minor Projects*)

☐ Approved Pallet ☐ Approved Guidelines	DIRECTOR OF COMMUNITY MANAGEMENT:	DATE:
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The approval of the POA does not waive the Palm Beach County/City of Delray Beach permits process if applicable, or the requirements for the Owner to notify all utility companies whose lines/equipment may be affected by any proposed change.

ARC APPROVAL (*Major Projects*)

ARC MEMBER SIGNATURE:	PRINT:	DATE:
ARC MEMBER SIGNATURE:	PRINT:	DATE:
ARC MEMBER SIGNATURE:	PRINT:	DATE:

The approval of the ARC does not waive the Palm Beach County/City of Delray Beach permits process if applicable, or the requirements for the Owner to notify all utility companies whose lines/equipment may be affected by any proposed change.

DECISION – SUBJECT TO THE FOLLOWING:

PROVIDE A BRIEF DESCRIPTION OF THE PROJECT:

As applicant for said project, I acknowledge I have read and understand the
fee schedules/penalties and compliance provisions and expectations associated with this application.

Initial _____ Date _____

Addison Reserve Architectural Review Application Owner Responsibilities and Indemnification

Print Name(s): _____ (hereinafter "Owner")
represents that he/she/they/it is/are _____ the owner(s) or _____ contract purchaser(s) (check one) of the property located at _____, Delray Beach, Florida 33446 (the "Subject Property"). Owner hereby seeks approval for an addition to, change relating to, and/or alteration of the Subject Property (individually or collectively, the "Proposed Changes"). In consideration for such approval, Owner agrees to accept the responsibilities and agreements set forth herein.

Owner agrees that:

1. Owner is solely and fully responsible for all costs and expenses relating to or arising out of the Proposed Changes;
2. All work done in furtherance of the Proposed Changes (the "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 offices having jurisdiction over the Work, including but not limited to the ARC Design Guidelines & Maintenance Standards Manual (the "ARC Manual") adopted by The Addison Reserve Master Property Owners Association, Inc. (the "Association");
3. Before the Work is commenced, all required permits and authorizations from any and all applicable governmental bodies shall be obtained by Owner, including written approvals from the Architectural Review Committee of the Association (the "ARC") as well as the Village. Commencement of work prior to obtaining final approvals from the ARC or the Association may result in fines/sanctions/assessments/grievance filings depending upon the nature and extent of the infraction;
4. **Owner will contact their local village representative to determine if there are any additional requirements/conditions in the application process, including obtaining certificates of insurance.**
5. Regardless of the existence of certificates of insurance the Owner is responsible for any damages to the property, both real and personal, of the Association, Village, and other owners as result of work performed by a contractor or any subcontractors employed thereby, as well as verification of validity of licensing and competencies of contractor, sub-contractor, or sub-sub contractor;
6. The Work shall be in conformance with the plans approved by the ARC and by the village within the Addison Reserve community ("Village") in which the Subject Property is located; and
7. Owner shall pay any and all costs and expenses to repair or replace any damaged portion of any other Owner's property, and any damaged portion of any property owned or controlled by the Association or any Village to the extent that such damage arises out of or relates to the Work;
8. Owner acknowledges and agrees that neither the Association or the ARC incur any liability whatsoever resulting from the requirement, review, validity, assistance in gathering, or enforceability of any certificate of insurance issued by any contractor, sub- contractor, or sub- sub- contractor.

With respect to paragraph 7 above, in the event that the referenced costs and expenses of the Association or any Village are not paid within thirty (30) days of written notice sent by the Association or VILLAGE, the Association or the Village, as the case may be, shall have, consistent with the applicable governing documents, in addition to all other rights and remedies: (i) the right to levy an assessment against the Subject Property for the amount of said cost and expenses; and (ii) all remedies for non-payment of assessments, including, but not limited to lien rights.

Owner expressly understands that ARC approval or disapproval of Owner's plans may be based on any ground, including without limitation, aesthetic reasons, to maintain and protect the value of property within Addison Reserve. Owner shall not rely on any opinions or statements regarding Owner's plans provided to Owner by the ARC, the Association, VILLAGE, or any professional engaged by the ARC or VILLAGE in connection with their evaluation of the Proposed Work.

The Owner shall indemnify and hold harmless the Association and any effected Village (including, but not limited to, the boards and committees of the Association and the Village, and their respective members, successors, assigns, heirs, legal representatives, officers, directors, employees, insurers and agents) from and against any and all cost, expense, damage, loss and liability (including reasonable attorneys' fees) caused by or arising from any acts relating to or arising out of the Proposed Changes and/or Work, including (but not limited to) any loss, claim or damage by reason of any injury, accident or damage to any person or property, occasioned wholly or in part by any act or omission of Owner, any contractor or subcontractor, or any other third party rendering goods or services in connection with the Work. In the event that the Association and/or any Village shall be made a party to any litigation commenced against Owner concerning the Proposed or Approved Changes or the Work, then Owner shall defend, protect and hold the Association and/or the Village harmless and pay all attorney's fees, costs and expenses incurred by them in connection with such litigation.

As applicant for said project, I acknowledge I have read and understand the
fee schedules/penalties and compliance provisions and expectations associated with this application.

Initial _____ Date _____

In connection with any dispute, litigation, or enforcement pertaining or relating to this document, the Association and/or the Village shall be entitled to recover reasonable attorneys’ fees, including appellate and post judgement proceedings, cost and expenses.

Agreed to and accepted: OWNER(S)

Individual Owner

Signature

Print Name

Name of Entity

Second Individual Owner (if any)

Signature

Print Name

Entity Owner

Signature Title

Print Name

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ADDISON RESERVE

IN ORDER TO RECEIVE VILLAGE AND ARC APPROVAL, THE FOLLOWING INFORMATION WILL NEED TO BE COMPLETED AND RETURNED WITH YOUR APPLICATION:

- ☐ **Application**
- ☐ **Owner Responsibilities and Indemnification Signed**
- ☐ **Copy of Engineering Survey/Site Plan/Architectural Plan/Landscape Plan** *(as appropriate)*
 - ☐ (Note: Hand drawn plans will likely not receive approval for significant improvements as determined by ARC)
- ☐ **Copy of Contract/Specifications** *(as appropriate)*
- ☐ **Samples of Material** *(as appropriate)*
 - ☐ (e.g. roof tile, tile, pavers, paint color choices with a 3'X3' viewable area painted on residence)
- ☐ **Application Fee**
 - ☐ Check payable to Addison Reserve MPOA or written permission to charge your Addison Reserve Account
- ☐ **Refundable Construction Deposit**
 - ☐ Check payable to Addison Reserve MPOA or written permission to charge and issue refund to your Addison Reserve Account

**All required information must be provided for the MPOA/ARC to process your application.
Incomplete applications will not be processed.**

Note: Certificates of insurance and business licenses may be collected to streamline village approvals if required by the Village. However, providing insurance certificates is **not required** for ARC application approval. Please consult your village representative for any insurance or other requirements that may differ from the Master Association's guidelines.

In the event VILLAGE requires certificates of insurance, below is how the entities should be listed:

[Name of Village] POA, Inc. c/o Lang Management 790 Park of Commerce Blvd, Suite 200 Boca Raton, FL 33487	Complete Owner Name Street Address Delray Beach, FL 33446
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Initial _____ Date _____

SCHEDULE OF ARCHITECTURAL REVIEW COMMITTEE ("ARC") VIOLATIONS AND INFRACTIONS

As adopted by the ARCCA Board, November 18, 2024

Defined terms used in this Schedule:

"Owner" means a person who owns a home within the Addison Reserve Community or who is an Entity Member Designated User. For purposes of fines and sanctions indicated below, tenants and residents of the home will be treated the same as Owners.

"Guest" means a person invited into the Community by an Owner, who is not a Vendor or tenant of the Owner and does not have a Vendor ID Card.

"Vendor" means anyone working for an Owner or on behalf of an Owner who has a Vendor ID Card.

"Per Item" is a specific modification that requires an application fee, indemnification, refundable deposit, and/or review fee. Each modification is distinct, with the commencement of work for each modification considered a separate and unique process.

"Infringement" is defined as causing damage to property and or causing other nuisances above and beyond what the ARC would consider normal or typical for a construction/improvement project.

"Minor" is defined as violations that are administrative and cosmetic in nature involving no structural or footprint changes to existing property. These actions adhere to the approved ARC guidelines, but did not follow correct procedures. Categories 4, 5, and/or 6 in the ARC Application are classified as Minor.

"Major" is defined as construction or structural changes that impact the appearance, footprint, and/or landscape of the community, particularly rear yards that are visible from the golf course. Categories 1, 2, and/or 3 in the ARC Application are classified as Major.

		OWNER ¹		VENDOR/GUEST
Work commenced prior to submitting an application to ARC ³ or work commenced after submitting application, but prior to Village and/or ARC approval ³	Minor	Per Item; 1st Offense	Cease and desist to be issued + \$500 + Application to be filed within ten (10) days of notice	Warning + Cease and desist to be issued
		2nd + Offense	Cease and desist to be issued + \$500 + Application to be filed within ten (10) days of notice + Discretion of Grievance Committee	Cease and desist to be issued + Discretion of Grievance Committee
	Major	1st + Offense	Cease and desist to be issued + \$500 + Application to be filed within ten (10) days of notice + Discretion of Grievance Committee	Cease and desist to be issued + Discretion of Grievance Committee
Work commenced that violates community wide standards	Minor	1st + Offense	Cease and desist to be issued + Restore to its original state	Cease and desist to be issued
	Major	1st Offense	Cease and desist to be issued + Restore to its original state + Thirty (30) day Club suspension	Cease and desist to be issued
		2nd + Offense	Cease and desist to be issued + Restore to its original state + Discretion of Grievance Committee	Potential Ban from ARCCA Property up to one (1) year + Discretion of Grievance Committee
Application submitted after allotted ten (10) days after notice of violation	Minor and Major	Per Item: 1st + Offense	\$100 per day	

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Work continued after Cease and desist issued	Minor	1 st + Offense	\$1000	
	Major	1 st + Offense	Discretion of Grievance Committee	Discretion of Grievance Committee
Work deviated from approved application / plans ^{2,3}	Minor	Per Item: 1 st Offense	Cease and desist to be issued + Application to be re-submitted within ten (10) days of notice	Warning
		2 nd + Offense	Cease and desist to be issued + Application to be re-submitted within ten (10) days of notice + Discretion of Grievance Committee	Cease and desist to be issued + Discretion of Grievance Committee
	Major	1 st + Offense	Cease and desist to be issued + Application to be re-submitted within ten (10) days of notice + Potential Deposit Forfeited + Discretion of Grievance Committee	Cease and desist to be issued + Discretion of Grievance Committee

¹ Any Club suspension or gate transponder suspension will apply to all Owners in the Household.

² Resubmitting an application for work that deviates from the approved application does not guarantee approval. If the new application is not approved by both the Village and the ARC, the Owner will be required to restore the property to the conditions specified in the original approved application.

³ A cease and desist order will remain in effect until the ARC application has been reviewed and approved in writing by both the Village and the ARC.

	1 st Offense	2 nd Offense (after 7 calendar days from first notice)	3 rd + Offense (after 7 calendar days from last notice)
Dumpster Infraction	Warning	\$100 per day	\$250 per day
Port-o-let Infraction	Warning	\$25 per day	\$100 per day
Construction Fencing not installed within guidelines/approval letter	\$500 or 10% of deposit, whichever is greater	Discretion of Grievance Committee	Discretion of Grievance Committee
Failure to submit monthly project status update (if called for in approval letter)	\$1000 or 10% of deposit, whichever is greater	\$2500 or 25% of deposit, whichever is greater	Discretion of Grievance Committee
Construction time frames not met and additional time was not applied for	Warning	\$100 per day	\$250 per day
Failure to maintain construction cleanliness and proper site maintenance	Warning	\$100 per day	\$250 per day
Infringement on Neighbors Property in the opinion of POA	\$250 + responsible for any and all property damage	Discretion of Grievance Committee	Discretion of Grievance Committee

Penalties for violation of applicable ARC rules and regulations by a homeowner and assessed pursuant to the Schedule of ARC Violations and Infractions will be reviewed by the Citation Panel of the Grievance Committee according to the procedures set forth in the Rules for Grievance Procedure (Revised).

All other penalties proposed to be assessed by the ARC will be treated as a grievance and addressed through the general grievance procedure set forth in the Rules for Grievance Procedure (Revised).

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ADDISON RESERVE

CONSTRUCTION DEPOSIT RELEASE FORM

Once your project is complete, please fill out this form and return it to the Addison Reserve MPOA office. Construction deposits may be released following the project's completion and final inspection.

APPLICANT NAME:		TODAY'S DATE:
ADDRESS:		
COMMUNITY:		CONSTRUCTION DEPOSIT AMOUNT:
ADDRESS TO SEND CHECK:	☐ SAME AS ABOVE ☐ CREDIT ACCOUNT	☐ OTHER:

Any damage to or on any neighbor's property, golf course, common areas, etc. caused by construction activity must be remedied within thirty (30) days after the homeowner has been notified. Construction deposit will not be released until damage has been remedied.

PROVIDE A BRIEF DESCRIPTION OF THE PROJECT:

Official Use Only

		RELEASE FUNDS:	
VILLAGE REPRESENTATIVE:		☐ YES ☐ NO	DATE:
POA/ARC REPRESENTATIVE:		☐ YES ☐ NO	DATE:

Signatures from the Village and the MPOA/ARC are necessary for the release of Deposits.