

Rev- 07-12-21

ADMIRALS COVE GOLF VILLAGE  
PROPERTY OWNERS ASSOCIATION, INC.

ARCHITECTURAL AND DESIGN REVIEW COMMITTEE

GOLF VILLAGE ADR MANUAL

Revised and approved by the Golf Village ADR 07/12/21  
Reviewed and Approved by the Golf Village Board of Directors

## TABLE of CONTENTS

The ADR Application Process	
1. Overview	3
2. Applications for Home Improvements	3
3. Application Denial Appeal	4
4. Application Approval and Start of Construction	4
5. Certificate of Compliance	5
6. Fees	6
Architectural Design Standards	
1. Lot Design	7
2. Home Design	7
3. Roof Design	8
4. Fences, Walls and Similar Structures	8
5. Building Exterior	9
6. Landscaping	9
Construction Plan Requirements	
1. Schedule	10
2. Construction Site	10
Master Declaration Article V	12
Golf Village Rules and Regulations	16

## THE HOME IMPROVEMENT APPLICATION PROCESS

### 1. Overview

Article V of the Master Declaration for the Golf Village establishes the Architectural and Design Review Committee (hereinafter the "ADR") and defines *what* its functions and responsibilities are. The purpose of this document is to provide details of *how* the ADR is to satisfy those responsibilities.

A copy of Article V is provided for reference in Attachment 1. This document follows the nomenclature and format of Article V to the extent possible. The operative version of this document, which takes precedence over all other publications, may be found on the Admirals Cove website at:

[admiralscovepoa.com/view/golf-village-document-center.aspx](http://admiralscovepoa.com/view/golf-village-document-center.aspx) .

Meetings of the ADR will be conducted on a monthly basis per Florida State Statute 720 requirements. Each member of the ADR shall have an equal vote, and the vote of the majority of all members present shall constitute the decision in all matters.

### 2. Applications for Home Improvements

(a) Applications for Improvements as defined in Article V must be submitted to the ADR for review and receive ADR approval prior to the start of any construction. The Improvements must be identical to any plans submitted to the Town of Jupiter, and be updated for all changes required by the Town. Improvements revisions (if any) must repeat the process just described, and:

(b) must be submitted on drawings, to scale, no larger than 24" X 36" or as a PDF file, and include:

- 1) Site Plans, including lot survey, hardscape and landscape area calculations.
- 2) Exterior (all sides), floor plan, landscape and hardscape drawings.
- 3) List of materials and specifications

(c) must include a construction plan with target dates and a staging plan for new construction or renovations. Briefly, the plan must include and describe provisions for containing dust, debris, and work activity to the subject lot; identify any special provisions required for safety or traffic control during construction; and identify the need for and proposed location to store any heavy equipment overnight. The ADR may require additional screening as the project progresses, at its discretion;

(d) may be withdrawn without prejudice, provided the request for withdrawal is made in writing and filed with the ADR prior to the review and/or action on the application. Expenses incurred by the ADR, if any, as part of its Applications evaluation shall be the owner's responsibility;

(e) may include a request for variance from the design standards and criteria, on an individual basis. Any variance shall be considered unique and will not set any precedent for similar variance requests.

### 3. Application Denial Appeal

If an application has been denied, or the approval is subject to conditions which the Applicant feels are improper, the Applicant may appeal the decision of the ADR Committee to the Board of Directors of the Golf Village at Admiral's Cove Master Property Owners Association, Inc. within (30) thirty days after the ADR Committee's written decision. This appeal shall be in accordance with Rule 34 of the Golf Village Master Property Owners Association rules.

A copy of Rule 34 is provided for reference in Attachment 2. The operative version of this document, which takes precedence over all other publications, may be found on the Admiral's Cove website at:

[admiralscovepoa.com/view/golf-village-document-center.aspx](http://admiralscovepoa.com/view/golf-village-document-center.aspx) .

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 the Declaration of Covenants, or which violates any zoning or building ordinance or regulation.

### 4. Application Approval and Start of Construction

Improvements will not be allowed to commence without ADR approval of house plans together with landscape plans, an approved construction schedule, receipt of approval of all building permits, and stamped plans from the Town of Jupiter. The ADR shall then notify the applicant and issue a Letter of Approval, authorizing the builder to proceed with construction, including any approved demolition. The ADR assumes no responsibility whatsoever for the adequacy of engineering, compliance with any building codes, soil erosion or quality of work. No Letter of Approval will be issued without receipt of the Contractors agreement and receipt of applicable fees.

Improvements must begin within 90 days after receipt of the Letter of Approval unless otherwise approved by the ADR. If start of construction is delayed beyond 90 days, the lot must be sodded and irrigated with an automated irrigation system.

Periodic inspections may be made by the ADR while construction is in progress to determine compliance with the approved architectural documents.

The ADR has the right to STOP construction on any unauthorized work.

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

1. Three (3) months for external painting, new roof, landscape, hardscape
2. One (1) year for a new home, addition or major renovation under 2,500 square feet
3. Eighteen (18) months for a new home, addition, or major renovation greater than 2,500 square feet

These limitations shall be measured as follows:

Start Date: Shall be the start date of the improvement.

End Date: Shall be the date of issuance of the Certificate of Occupancy

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.

For an extension to be 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 per deadline day missed will be imposed upon the homeowner. These fines may be paid directly or taken out of the homeowner's deposit. If the deposit is used for payment of fines the ADR may require it to be replenished prior to commencement of further construction.

The ADR shall have the right to require compliance with all new or amended design standards adopted since the date of approval. Failure to timely complete construction or to obtain a time extension shall result in withholding the Certificate of Compliance and forfeiture of any fees.

##### 5. Certificate of Compliance

Upon completion of the Improvements in accordance with the plans and specifications approved by the ADR, the ADR shall conduct inspections as it deems appropriate and, if the Improvements are found acceptable, the ADR shall issue a Certificate of Compliance. A copy of the Certificate shall be filed for permanent record with the plans and specifications on file with the ADR.

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 improvements or of any construction, workmanship, engineering, materials or equipment.

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.

6. Fees

<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> <b>Inspection Fees – Major Addition</b>	\$1.00 s/f \$1.00 s/f	\$400 Minimum \$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	

8	Statues, shutters	\$ 250	
9	<b>Exterior color changes</b> - subject to ADR approval <b>Minimum review fee</b>	\$ 75	
10	Special Meetings - Regular fee plus architects billed time.	\$ 250	Minimum
11	<b>Community Fees</b> - per sq. foot of addition or new home	\$.55 per s/f	no maximum
12	<b>Construction Performance Deposit</b> \$2/sq ft of proposed work	\$2 per s/f	no maximum Minimum
13	<b>Deposit for Roof s and Miscellaneous improvements. 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>	\$5000 or 3% of total cost of project which ever is more	
14	<b>Deposit for Generator &amp; Landscape Softening</b>	\$ 500	
15	<b>Fee for Generator &amp; Landscape Softening</b>	\$ 75	

## Architectural Design Standards

### 1. Lot Design

The maximum residence foot print must not exceed 35% of the total lot area. Residence area is defined as all roofed areas, including garages, covered porches, patios and entrances, and covered breezeways. 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.

Minimum residence setback requirements are: 25' front yard; 10' back yard; and 10' on one side and 2' on the opposite side ensuring at least 12' between adjacent properties.

The maximum hardscape area, which does not include the residence foot print, must not exceed 35% of the total lot area. Hardscape areas are defined as all driveways, walkways, pools/spas, decking, fountains, outdoor sculptures, planters and the like.

The minimum landscape foot print (sometimes referred to as softscape) must exceed 35% of the total lot area. Landscape is defined as areas of grass, ground covers, shrubs, vines, hedges, trees and palms, rocks, pebbles, sand, wood chips and the like. One tree, minimum 14' height by 8' spread with a 3" 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.

Circular driveways require a minimum of 80' street frontage and must be less than 14' wide. Single driveways must be less than 18' wide. All driveways must be a minimum of 2' from the side property line.

## 2. Home Design

All new homes shall have a minimum of 2,500 square feet of living area. Living area shall be defined as all air-conditioned space, excluding garages, storage areas, mechanical equipment spaces, attics, porches, etc. Homes are limited to two-story houses; the second floor living area may not be greater than the first floor living area. Maximum building height is 35' from original grade to roof peak. The ADR places no restrictions on interior home design.

Generators shall be setback from the property line as follows:

Side Yard	-	5'
Front Yard	-	25'
Rear Yard	-	10'
Off of the house	-	18"
Distance from Operable window or Door	-	5'

The generator shall be screened with landscape that exceeds the height of the unit by at least 6" at time of installation. There will be a \$500 deposit collected to insure the generator is properly screened by the owner submitting. Once the unit is properly screened the POA will inspect the project to release the deposit back to the owner.

Windows and balconies shall be designed to consider the privacy of neighbors. Plans shall show window placement and relationship to the neighbor's windows.

Tennis courts, above ground pools, tool sheds, tree houses, dog houses, clotheslines, window air conditioners, and car ports are not permitted. Gym Sets and Basketball Backboards are only permitted, subject to ADR approval.

No decorative objects such as sculptures, birdbaths, fountains, or the like are permitted on any lot without ADR approval.

## 3. Roof Design/Solar Panels

### **Roof Design**

Maximum roof overhang is 30"; minimum roof pitch is 4:12.



All roof stacks, flashing and metal chimney caps shall be painted to match the approved roof color. 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.

## **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.

#### 4. Fences, Walls and Similar Structures

Awnings, canopies and shutters shall not be permitted or affixed to the exterior of the residence without prior approval of the ADR. All screening and screen enclosures shall be constructed of anodized, ESP or powder coated aluminum. All pool screen enclosures shall have corners clipped (5' X 5') to create a 45 degree angle wherever possible. All pool screen enclosures shall have a minimum 10' high fascia band.

Hurricane shutters/panels are to be white or match the color of the residence and may remain installed to the exterior of the residence from May 1st to November 30<sup>th</sup>. Armor screening products may be used; color requires ADR approval.

Existing aluminum or "mill finish" hurricane panels may not be installed unless a storm warning with a NOAA predicted track heading to SE Florida is issued, and can only stay up for two weeks after the storm passes.

Hurricane storm shutters shall not be stored on the exterior of the residence unless approved by the ADR.

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 and "temporary construction" fences, all as approved by the ADR. The use of chain link and wood fences will not be allowed.

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 be greater than 6 feet high within sides and rear setbacks and 4 feet high at front setback.

## 5. Building Exterior

Bright finished or bright plated metal exterior doors, windows, window screens, louvers, exterior trim or structural members shall not be permitted unless specifically approved by the ADR. Hurricane windows approved for installation may be clear, light bronze, or light gray in color. No dark gray, black or reflective/mirror finishes will be approved.

Artificial turf shall not be permitted unless specifically approved by the ADR. Synthetic turf will not be permitted in the front of any home. This will include turf inlay in driveways.

Mailboxes are supplied and maintained by the POA; no others are allowed.

Flagpole requirements:

1. ADR approval of its placement
2. Limit 1 flagpole per lot
3. Limit of 20' maximum height
4. Flag size limit of 4.5' X 6'
5. Flags limited to display one official flag of the State of Florida or the United States Army, Navy, Air Force, Marines, or Coast Guard, or a POW-MIA flag
6. Lighting limited to illumination of the flag only and may not disrupt any neighbor's quality of life.
7. Pulley system used shall be installed in such a way to limit noise levels in high winds.

Only signs to display building permits and the like are permitted.

TV or cable antenna locations require ADR approval. Other types of antennas are not allowed.

No flood lighting of buildings shall be permitted except approved security flood lighting with fixtures mounted in the roof eaves. No intense colored lighting or intermittent lighting shall be permitted except for temporary seasonal holiday lighting, subject to ADR approval.

Exterior painting or repainting requires ADR approval, regardless of the colors selected. A color swatch must be submitted to the ADR and a 2' x 2' sample shall be painted on the subject home and reviewed prior to the commencement of painting. All requests for colors not meeting the existing approved colors will require the review and approval of the Golf Village ADR Committee.

Painting of roofs is not an acceptable solution aesthetically.

Upon approval by the ADR, the owner shall provide the ADR the brand names and color codes or formulas of the approved paints so that they may be added to the ADR's records for the subject home. If the color is changed after the approval, it must be resubmitted to

this committee.

## 6. Landscaping

All homes shall have sufficient landscaping to screen blank walls, equipment walls and fences.

All planted areas shall receive 100% automatic underground 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.

All mailbox foliage may not be any closer than an 18" radius around the post.

Secondary driveways to garages and or for parking shall be sufficiently landscaped to minimize the impact of extensive paved areas and to screen parked cars. Landscape screening shall be a minimum of 5 feet high. Exterior storage of recreational vehicles, boats and the like are not permitted.

## Construction Plan Requirements

### 1. Schedule

Renovations, additions and new construction plans must contain a construction schedule conforming to the following parameters:

Contractors are allowed in the community at 7:30 am and must exit the Community by 6 pm. Work hours are 8:00 am to 5:30 pm.

Work is allowed on:  
Monday through Saturday throughout the year;

Work is not allowed on:  
Sundays, New Year, Memorial Day, July 4, Labor Day, Thanksgiving, Christmas

### 2. Construction Site

The construction plan must include the following construction site details:

(a) The port-o-let location. Within 24 hours of being delivered on site the port-o-let must be screened, using 8' solid stockade fencing on three sides. The door opening must face the rear of the lot.

(b) Locations for dumpster, material stockpiles, and for any temporary overnight storage,

such as heavy equipment or construction machinery. Neighboring lots may not be used for storage or dumping of any construction debris, trash or similar items.

(c) An on-site parking plan. In the interest of public safety and Resident convenience, all parking for construction or renovation shall be confined only to the subject lot, available street space at the curb bordering the subject lot, or off Admiral's Cove property. Neighboring lots may not be used for parking. Construction parking may not occur on both side of any street. Roadways must be kept clear of trucks, cars and equipment.

Homeowners or their contractors are liable for the cost of: flagmen that may be required by the ADR to maintain the orderly flow of traffic; and any damage done to roadway, sod, or curbing during construction.

(d) Provisions for construction debris containment, including a 6' tall solid stockade front yard fence and 3' tall black, unlettered solid filter fabric or hay bales for side yard and rear yard containment.

(e) Provisions for construction site maintenance to ensure a clean and orderly community during construction, including sweeping streets on a nightly basis and emptying dumpsters when debris reaches the top edge of dumpster. All debris must be removed daily.

(f) Provisions for construction site decorum including strict enforcement of not allowing on site radios, alcoholic beverages, firearms, family members, friends, dogs or pets of any kind. Contractors will be permanently banned from the property if found with alcoholic beverages or firearms and will be reported to the Jupiter Police. No signs are allowed on the property. No solicitation is allowed. Shirts and shoes are to be worn at all times on the Property. Contractors are not allowed to fish, swim or play in any of the waterways. No employment interviews shall be done at the construction site.

Security personnel reserve the right to inspect the general contents of any vehicle entering and/or leaving Admiral's Cove. Any individual violating the general provisions will be asked to leave the property. A second violation will result in future access being denied.

Access Cards are to be used only by the person for whom the card is issued. 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 loss of the privilege of access into the community. Upon termination of any workman, the Contractor shall notify Security immediately so that the Access Card may be deactivated. The Access Card must be shown to all Security personnel upon demand. Replacement of lost Access Cards will cost \$25 each.

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 Card" issued or work orders showing destination while on the property.

### 3. Notifications

- (a) Any improvements or additions to the exterior of a home or landscaping, impacting the neighboring properties, will now require that the owner notify adjacent neighbors of the changes before ADR approval is granted.

This notification shall be sent via **certified mail return receipt requested** to the two immediately adjacent neighbors on both sides of the subject lot. 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.

#### 4. Construction Parking

- (a) All New Construction shall spread crushed rock down in the front of the Lot as a parking medium: this will help mitigate dirt and mud issues.
- (b) Neighboring lots may not be used for parking, storage or dumping of any construction debris, trash or similar items without neighboring Owners permission.
- (c) All parking for construction, renovation or service shall be confined only to the subject lot, available street space at the curb bordering the subject lot, off Golf Village's property, or as otherwise agreed upon by the POA.
- (d) No visible construction vehicles or equipment are to be left overnight.
- (e) Any damage to roadway, sod, or curbing during construction will be documented by the POA. 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.
- (f) Flagman/Flagmen will be required, at the discretion of the POA or Security, to control overflow parking and traffic. The POA reserves the right to stop construction until such time they deem parking/traffic issues have been remedied or have adhered to POA requests. Security will be used to control traffic and parking at contractor expense as needed.
- (g) Illegally parked vehicles and equipment will be ticketed and/or towed.

### ATTACHMENT 1

#### MASTER DECLARATION

OF

COVENANTS, RESTRICTIONS AND EASEMENTS FOR THE GOLF VILLAGE AT ADMIRALS  
COVE

## ARTICLE V

### Architectural and Design Review Committee

Section 1. The ADR Committee The Board of Directors shall appoint not less than two (2), and not more than seven (7), individuals, none of whom need be members of the Property Owners Association, to serve on the 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 Property Owners Association to create and maintain 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, shape, height, materials, size, location, layout and color) by the ADR Committee, no person 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 Property, including, but not limited to, buildings, houses, patios, porches, driveways, walkways, fences, walls, swimming pools, permanent or temporary signs, sewers, or drains; or

(b) Plant, install, remove, alter or modify any grass, trees, shrubs, landscaping or other vegetation or any portion of the property.

(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 interest of the Property. In this respect, the ADR Committee's judgement and determination shall be final and binding.

(e) Upon approval of 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 or 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 thirty (30) days after the ADR Committee's decision. The decision of the Board of Directors shall be final and binding upon the applicant, provided, however, that no Improvement shall be erected or allowed to remain which violates any of the covenants 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 the written request for such entry sent by the ADR Committee to such Owner.

**(h) If any Improvements 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 Improvements 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.**

(i) The ADR Committee is specifically empowered to enforce the provisions of this Declaration by any legal or equitable remedy including the levying of fines against the person or persons violating the terms hereof, in which event such fines shall be deemed to be Special or Additional Assessments as set forth in Article VIII herein. 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 recover of court costs, expenses and attorneys' 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.

(j) 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 the Owner's property a certificate of disapproval stating that the Improvements on the property fail to meet the various requirements of the ADR Committee.

(k) 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, mailboxes, address numbers, exterior lighting, awnings and canopies;
- (6) Building setbacks, side yards, height restrictions, and design criteria;
- (7) Pedestrian and bicycle ways, sidewalks and pathways;
- (8) Drainage;
- (9) Patios, porches, gazebos, pools, pool decks, and screen enclosures.

Section 4. 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 5. Fees The ADR Committee may adopt a schedule of reasonable fees for processing requests for approval. Such fees, if any, 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 times as the ADR Committee shall determine.

Section 6. Exculpation Neither the directors or officers of the Property Owners Association, the members of the ADR Committee, or 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 judgement, negligence or any action or failure to act, 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 or an interest therein, or by assuming possession thereof, that they understand and agree that approval by the ADR Committee does not mean that any improvements or proposed improvements are in compliance with any zoning or building codes and that they shall not bring any action or suit against the Board of 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 or failures to act of the ADR Committee. The Property Owners Association shall indemnify, defend and hold harmless the ADR Committee and each of its members for 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 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 thereof.

## ATTACHMENT 2

### RULES AND REGULATIONS

THE GOLF VILLAGE AT ADMIRALS COVE MASTER PROPERTY OWNERS ASSOCIATION,  
INC.

Revised June 17, 2020

34. Any appeal of a decision of the ADR committee must be in writing, filed with the secretary of the Golf Village Board of Directors (or the manager) within 30 days after the decision of the ADR. The Owner who chooses to appeal must state in the written notice, the reason(s) for the appeal of the ADR decision.

The Board of Directors will review the appeal and determine if a meeting with the Owner is appropriate for the specific dispute. The Owner will be notified in writing if a meeting with the Board will be required to assist the Board. The ADR Committee will be invited to attend any meeting with an Owner to consider an appeal.