

This Instrument Prepared by and Return to:
Charles W. McKinnon, Esq.
McKinnon & Hamilton, PLLC
3055 Cardinal Drive, Suite 302
Vero Beach, FL: 32963
Courthouse Box #79

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RECORDED IN THE PUBLIC RECORDS OF
JEFFREY R SMITH, CLERK OF COURT
INDIAN RIVER COUNTY FL
BK: 3460 PG: 1467 Page 1 of 67 9/2/2021 3:57 PM

**CERTIFICATE OF AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR SEAGROVE SUBDIVISION
SEAGROVE SOUTH SUBDIVISION**

The undersigned, being the President and Secretary of **Seagrove Property Owners Association, Inc.**, a Florida non-profit corporation, hereby certify that at a duly called meeting of the members of the Association, held on the 29th day of July, 2021, in accordance with the requirements of Florida law, the Declaration of Covenants and Restrictions for Seagrove Subdivision and Seagrove South Subdivision, which was recorded in Official Records Book 551, Beginning at Page 395, of the Public Records of Indian River County, Florida, and the Bylaws of Seagrove Property Owners Association, Inc., not less than two-thirds (2/3) of the members voting in person or by proxy, voted in favor of the Amended and Restated Declaration of Covenants and Restrictions as attached hereto.

IN WITNESS WHEREOF, the undersigned President and Secretary of the Association have executed this Certificate of Amended and Restated Declaration of Covenants and Restrictions, this 13 day of August, 2021.

**SEAGROVE PROPERTY OWNERS
ASSOCIATION, INC.**

By: [Signature]
Laurie Barkhorn, President

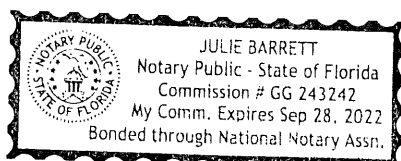
(SEAL)

ATTEST:
[Signature]
By: James Field, Secretary

**STATE OF FLORIDA
COUNTY OF INDIAN RIVER**

I HEREBY CERTIFY that before me, a Notary Public, personally appeared, in physical presence, Laurie Barkhorn and James Field, respectively the President and Secretary of Seagrove Property Owners Association, Inc., who ☐ have produced _____ as identification or who ☒ are personally known to me to be the persons described in the foregoing instrument and who have acknowledged before me that they executed the same for the purposes therein set forth for and on behalf of said corporation.

WITNESS my hand and official seal in the state and county last aforesaid this 13th day of August, 2021.



[Signature]
Print Name: Julie Barrett
Notary Public, State of Florida at Large (Affix Seal)

AMENDED AND RESTATED
SEAGROVE SUBDIVISION
SEAGROVE SOUTH SUBDIVISION
DECLARATION OF COVENANTS AND RESTRICTIONS

I. PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO, DELETIONS THEREFROM

Legal Description. The real property which is and shall be held, transferred, sold, conveyed and occupied to be subject to this Declaration is located in Indian River County, Florida, and comprises all of the parcels, platted or unplatted, within or upon the property legally described as:

A. SEAGROVE SUBDIVISION (NORTH)

SEAGROVE SUBDIVISION, UNIT NO. 1, according to the plat thereof as recorded in Plat Book 9, Page 44, of the Public Records of Indian River County, Florida.

SEAGROVE SUBDIVISION, UNIT NO. 2, according to the plat thereof as recorded in Plat Book 9, Page 100, of the Public Records of Indian River County, Florida.

SEAGROVE SUBDIVISION, UNIT NO. 3, according to the plat thereof as recorded in Plat Book 10, Page 21, of the Public records of Indian River County, Florida, as amended by the Surveyor's Affidavit dated October 24, 1979 and filed October 31, 1979 in Official Record Book 593, Pages 566 and 567 of the Public Records of Indian River County, Florida.

SEAGROVE SUBDIVISION, UNIT NO. 4, according to the plat thereof recorded in Plat Book 10, Page 61, of the Public Records of Indian River County, Florida.

SEAGROVE SUBDIVISION, UNIT NO. 5, according to the plat thereof as recorded in Plat Book 10, Page 88, of the Public Records of Indian River County, Florida.

SEAGROVE SUBDIVISION, UNIT NO. 6, according to the plat thereof as recorded in Plat Book 10, Page 94, of the Public Records of Indian River County, Florida.

B. SEAGROVE SOUTH SUBDIVISION

SEAGROVE SOUTH SUBDIVISION, UNIT ONE, according to the plat thereof as recorded in Plat Book 11, Page 45, of the Public Records of Indian River County, Florida.

SEAGROVE SOUTH SUBDIVISION, UNIT TWO, according to the plat thereof as recorded in Plat Book 11, Page 51, of the Public Records of Indian River County, Florida.

II. PROPERTY RIGHTS

Section 1. Title to Common Areas. The “common areas” in the property herein shall include the streets, roads, easements for access to the waterfronts, as well as other areas so designated by plat.

Title to these common areas is vested in the Seagrove Property Owners Association, Inc., (“Association”).

Section 2. Property Owners’ Easements of Enjoyment. Every property owner in Seagrove shall have a right and easement of enjoyment in and to the common areas which shall be appurtenant to and shall pass with the title to every lot, subject to:

- A. The rules and regulations governing the use and enjoyment of the common areas defined above as promulgated by the Board of Directors of the Association.
- B. Restrictions contained on any and all plats of all or any part of the streets, roads and easements for access to the waterfront or other common areas filed separately with respect to all or any part or parts of the property.
- C. This Declaration of Covenants and Restrictions.

III. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION; POWERS THEREOF

Section 1. Membership. Every person or entity who is a record fee simple owner of a lot, shall be a member of the Association, provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment except those owners who are more than ninety (90) days delinquent in paying any fee, fine, or other monetary obligation due to the Association, shall have their voting rights suspended. Each lot shall be entitled to one (1) vote. Where the lot is owned by more than one person, all the owners thereof shall be collectively entitled to the vote assigned to such lot, one (1) vote, and such owners shall, in writing, designate an individual who shall be entitled to cast the vote on behalf of the owners of such lot of which he is a part until such authorization shall be changed in writing.

Section 2. Property Owners Association. There shall be a property owners association, hereinafter referred to as the “Association”, composed of record owners of each lot. The Association shall be called the Seagrove Property Owners Association, Inc., a corporation not for profit, organized and existing under the laws of the State of Florida. The Association shall be responsible for the administration, operation, and maintenance of the common areas, as well as other duties hereinafter set forth. The Association shall further have all those powers and duties as set forth in this Declaration, the Articles of Incorporation of the Association, the By-Laws of the

Association, and the Rules and Regulations of the Association as well as those granted by the laws of the State of Florida to non-profit corporations.

The members of the Association shall elect a Board of Directors, which Board shall establish and submit to the membership for approval annual budgets in advance for each fiscal year. The budget shall project anticipated income and estimated expenses in sufficient detail to show separate estimates for operating expenses, maintenance expenses, repairs, management expenses, replacement reserves and reasonable operating reserves for the common property in addition to reasonable reserves for the continued maintenance and operation of any other items deemed necessary for the protection of all property owners. Each Owner shall be responsible for the payment to the Association' of its share of the common expenses as determined in said budget by way of assessments.

The Association shall be entitled to have a lien on each lot for any unpaid assessments, together with interest thereon and an administrative late fee up to the highest amount allowed by law, which has been assessed against the record lot owner of each property. The lien shall be effective from and after the time of recording in the Public Records of Indian River County, Florida. The Board of Directors of the Association may take such action as it deems necessary to collect assessments which may include but not be limited to foreclosing said liens. Further, the Board may settle and compromise the same if it is in the best interest of the Association. The delinquent Owner shall pay all costs, including reasonable attorneys' fees incurred by the Association incident to the collection process. The Association shall be entitled to bid at any sale pursuant to a suit to foreclose an assessment and to apply, as credit against said bid, all sums due the Association which are covered by the lien enforced.

IV. COVENANTS FOR PAYMENT OF ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each owner of any lot, by acceptance of a deed therefore, whether or not it is so expressed in any such deed or other conveyance, including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any annual assessments or charges (as well as any special assessments for capital improvements or major repairs) such assessments to be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon at the highest rate allowed by law, an administrative late fee and costs of collection thereof, including reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the lot(s) against which each such assessment is made and, shall also be the personal obligation of the Owner. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the streets and roads or abandonment of the same.

Section 2. Purpose of Assessments. The annual and special assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in Seagrove and in particular, for the improvement and maintenance of Common Areas and any easement in favor of the Association, including but not limited to the cost of taxes, insurance, labor equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of and undertaken by the Association.

Section 3. Members Approval of Annual Assessments. Assessments set by the Board must be approved by a simple majority of the members of the Association present in person or by Proxy at the meeting called to approve such assessments.

Section 4. Rate of Assessment. All regular and special assessments shall be at a uniform rate for each lot in Seagrove, excepting that the Board may increase or decrease annual or special assessments for Seagrove North, South, and/or any lots which are affected when unique conditions affecting the cost of providing annual services or the cost of capital items or major repairs exist in one or more of these subdivisions. Voting shall be subject to advance notice of the proposed assessments change and a membership hearing prior to the final action by the Board.

Section 5. Special Assessments for Capital Improvements and Major Repairs. In addition to any annual assessments, the Board may levy in any assessment year a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of a capital improvement as approved by the Board of Directors of the Association. The establishment of the necessary assessment shall require the approval of a majority of those voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of such meeting.

Section 6. Date of Commencement of Annual Assessments: Due Date. The assessments for which provision is herein made shall commence on the date or dates (which shall be the first day of the month) fixed by the Board of Directors of the Association to be the date of commencement. The due date of any assessment shall be payable in advance in monthly, quarterly, semi-annual or annual installments, as determined by the Board.

V. BOARD OF DIRECTORS

Section 1. Duties of the Board of Directors. The Board shall have full authority and decision making powers with respect to the administration of the Association's affairs. The Board shall promulgate and enforce rules and regulations necessary to carry out its responsibilities to the membership, provided such are not in conflict with the Covenants and restrictions, as well as to protect the common interest of the Association herein. The rules and regulations are attached hereto and incorporated by reference in Exhibit A.

The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the lots and assessments applicable thereto which shall be kept and shall be open to inspection by the members of the association. Written notice of the assessments shall be sent to every owner subject thereto not later than seven (7) days after fixing the date of commencement thereof.

The Association shall, upon demand at any time, furnish to any Owner liable for said assessments, a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certification shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 2. Effect of Non-Payment of Assessment: The Lien; the Personal Obligation, Remedies of the Association. If any assessment is not paid on the date when due, such assessment shall then become delinquent and shall, together with such interest thereon and the cost of collection thereof, become a continuing lien on the lot(s) against which such assessment is made that shall bind such lot(s) in the hands of the Owner(s), his heirs, devisees, personal representatives and assigns and shall also be the continuing personal obligation of the Owner(s) against whom the assessment is levied.

If the assessment is not paid within thirty (30) days after the delinquency date, which shall be set by the Board of Directors of the Association, the assessment shall bear interest from the date of delinquency at the rate provided for in Article IV, Section 1 above, and the Association may, at any time thereafter, bring an action to foreclose the lien against the lot(s) in a like manner as foreclosure of a mortgage on real property and/or a suit on the personal obligation against the Owner(s) and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action (including a reasonable attorney's fee), and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court, together with the costs of the action.

Section 3. Exempt Property. All property except that which is legally platted into individual lots shall be exempt from assessment.

Notwithstanding and provisions herein, no land or improvements devoted to dwellings shall be exempt from said assessments, charges or liens.

VI. EXTERIOR MAINTENANCE ASSESSMENT

Section 1. Exterior Maintenance. In addition to maintenance upon the Common Areas, the Association may provide exterior maintenance upon any lot requiring same, when necessary in the opinion of the Board of Directors of the Association to preserve the beauty, quality of the neighborhood, maintenance including paint, repair, roof repair and replacement, gutters, downspouts, exterior building surfaces and yard cleanup and/or maintenance.

Section 2. Assessments of Costs. The cost of such maintenance shall be assessed against the lot or lots upon which such maintenance is performed or, in the opinion of the Board of Directors of the Association, benefitting from same. The assessment shall be apportioned among the lots involved in the manner determined to be appropriate by the Board of Directors of the Association. If no allocation is made, the assessment shall be uniformly assessed against all of the lots in the affected area. The exterior maintenance assessments shall not be considered part of the annual or special assessments. Any exterior maintenance assessment shall be a lien on the lot and the personal obligation of the Owner and shall become due and payable in all respects, together with interest and fees for the cost of collection, as provided for the other assessments of the Association.

Section 3. Access at Reasonable Hours. For the purpose of performing the maintenance authorized by this or any other Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owners, to enter upon any lot or the

exterior of any improvements thereon at reasonable times.

VII. ARCHITECTURAL CONTROL

Section 1. Necessity of Architectural Review and Approval. No improvements or structure of any kind including without limitation any building, fence, wall, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement shall be commenced, erected, placed or maintained upon any lot, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to and approved in writing by the Architectural Review Committee. All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography and as to conformance with the Architectural Review Criteria of the Association, a copy of which is attached hereto as Exhibit B, as the same may from time to time be amended.

Section 2. Architectural Review Committee. The architectural control functions of the Association shall be administered and performed by the Architectural Review Committee ("ARC"), which shall consist of three (3) to five (5) members. Members of the ARC shall be appointed by and shall serve at the pleasure of the Board of Directors of the Association. A majority of the ARC shall constitute a quorum to transact business at any meeting of the ARC and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARC. Any vacancy occurring on the ARC because of death, resignation or other termination of service of any member thereof, shall be filled by the Board of Directors.

Section 3. Powers and Duties of the ARC. The ARC shall have the powers to recommend from time to time to the Board of Directors of the Association modifications and/or amendments to the Architectural Review Criteria. Any modification or amendment to the Architectural Review Criteria shall be consistent with the provisions of this Declaration and shall not be effective until adopted by a majority of the members of the Board of Directors of the Association at a meeting duly called and noticed and at which a quorum is present and voting.

Section 4. Purpose of the ARC. The ARC shall provide for a systematic and uniform review of all proposed improvements and construction of any type or nature whatsoever within the subdivisions. The ARC shall review all plans for said improvements, it being the intent to provide for sound and aesthetically pleasing development of the subdivisions. The ARC shall assure itself of the soundness of the proposed improvements in order to prevent, to the extent possible, rapid and early deterioration. In addition, the ARC shall evaluate the proposed improvements with emphasis upon their harmonious incorporation into the community as a whole and with specific emphasis on external design, location of the improvement in relation to surrounding structures and/or improvements, topography and conformity to the restrictive covenants imposed hereunder.

Section 5. Procedure before the ARC. Prior to the commencement of any work on the premises contemplated for improvement, an applicant must submit to the ARC two complete sets of plans and specifications for any improvement or structure of any kind, together with such fully executed application form and fees as may then be required by the ARC and such additional information as required by this Declaration. All applicants shall be required to remit to the Association a deposit

as set by the ARC at the time the applicant submits his plans and specifications. In the event approval is forthcoming and work commences, this deposit shall be used to help defray the cost of any damage sustained by or to the subdivision's common areas, roads and neighboring properties; correcting any work that does not comply with approved plans or specifications; or any fines levied by the Association that are related to the work. Said deposit shall be partially refundable if no construction is undertaken, no damage results, the work complies with approved plans and specifications and, no fine has been levied concerning the work. The foregoing deposit shall not be deemed a limitation for damages resulting in excess of said amount as set by the ARC. No later than thirty (30) days after receipt of said plans and specifications, the ARC shall respond to the application in writing by approving or disapproving said application. In the event the ARC fails to respond within said thirty (30) days the plans and specifications shall be deemed approved. In the event of disapproval of plans and specifications as submitted, no work or construction shall be commenced in furtherance of the proposed improvement until such approval is given. In event of approval of said plans and specifications, the applicant shall provide the ARC with written notice of the completion of the staking of the property. No further work shall be performed upon the property until the ARC has inspected the premises and approved said stakeout. In the event the ARC fails to respond within forty-eight (48) hours (excluding Saturdays, Sundays, and designated legal holidays), after receipt of said notice, said work shall be deemed approved and this requirement shall be deemed waived by the ARC.

VIII. RESTRICTIONS

Section 1. Residential Use. The property subject to these covenants and restrictions may be used for residential living units and for no other purpose. No business or commercial building may be erected on any lot and no business, including garage sales, may be conducted on any part thereof. No building or other improvements shall be erected upon any lot without prior ARC approval thereof as elsewhere herein provided. No lot shall be divided, subdivided or reduced in size unless each divided or subdivided portion thereof is consolidated with one or more contiguous lots under one ownership. In the event of the division or subdivision of any lot(s) as aforesaid, the obligation for Association expenses attributable to the divided or subdivided lot(s) shall be and become proportionately attributable and chargeable to the contiguous lot(s) and the Owner(s) thereof, to and with which all portions of the divided or subdivided lot(s) become consolidated. In the event that one or more lots are developed as a unit, the provisions of these covenants and restrictions shall apply thereto as a single lot. No dwelling or other structure or improvement shall be erected, altered, placed or permitted to remain on any site not including at least one (1) full platted lot according to the recorded plats of the Seagrove Subdivisions.

IX. GENERAL PROVISIONS

Section 1. Duration and Remedies for Violation. The covenants and restrictions of this Declaration shall run with and bind the property and shall inure to the benefit of and be enforceable by the Association or the Owner of any property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds (2/3) of the lots has been recorded, agreeing to change or terminate said covenants

and restrictions in whole or in part. Violation of breach of any condition, covenants or restriction herein contained shall give the Association and/or Owner(s) in addition to all other remedies, the right to proceed at law or in equity to compel a compliance with the terms of said conditions, covenants and restrictions and to prevent the violation or breach of any of them and the expense of such litigation shall be borne by the then Owner of the subject property, provided such proceeding results in a finding that such Owner was in violation of said covenants and restrictions. Expenses of litigation shall include a reasonable attorney's fee incurred by the Association in seeking such enforcement.

Section 2. Notices. Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, post paid, hand delivered or sent electronically, to the last known address of the person who appears as a member or Owner on the records of the Association at the time of such mailing, delivery or sending, if sent electronically.

Section 3. Severability. Invalidation of any one of these covenants and restrictions by judgment or court order shall in no way affect other provisions which shall remain in full force and effect.

Section 4. Amendment. This Declaration may be amended at any time and from time to time by a vote of not less than two-thirds (2/3) of those voting either in person or by proxy, after no less than thirty (30) days advance notice and written submission of the proposed amendments.

Section 5. Usage. Whenever used, the singular shall include the plural and the singular and the use of any gender shall include all genders.

X. EASEMENTS

In addition to those matters set forth herein, easements for installation and maintenance of utilities and drainage facilities are reserved as shown in the plats, or as heretofore granted by the Developer. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements or which may obstruct or retard the flow of the water through drainage channels in the easements or which are or may be prohibited by the public authority to whom said easements has been given. The easement area of each lot and all improvements in it shall be maintained continuously by the Owner of the lot, except for those improvements for which a public authority or utility is responsible.

XI. ENFORCEMENT

If the Owner or Owners of property covered hereby or any other person or persons or any of them or any of their heirs, personal representatives, successors or assigns shall violate or attempt to violate any of the covenants or restrictions contained herein, it shall be lawful for any other person or persons owning any real property situated herein, the Association to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions and either to prevent him or them by injunction from doing or continuing to do such acts and/or to recover damages and other dues for such violation.

It is expressly understood and agreed that all costs, including reasonable attorney's fees including appeal, incurred by any moving party in any legal proceedings which results in the successful enforcement and/or restraint by injunction or otherwise of any covenant or restriction contained in this Declaration shall be borne in full by the defendant or defendants in such proceedings.

The Board of Directors may impose fines against any member or any member's tenant, guest, or invitee in such reasonable sums as they may deem appropriate, up to one hundred dollars (\$100.00) per day, not to exceed a total of one thousand dollars (\$1,000.00), for violations of the Declaration of Covenants and Restrictions, Bylaws or lawfully adopted Rules and Regulations, by owners, their guests or tenants. Before levying a fine pursuant to this paragraph, the Board of Directors shall afford an opportunity for hearing before a committee of the Association to the party against whom the fine is sought to be levied, after reasonable notice of not less than fourteen (14) days. This notice shall include: (a) a statement of the date, time and place of the hearing; (b) a statement of the provisions of the Declaration of Covenants and Restrictions, these Bylaws or lawfully adopted Rules and Regulations which have allegedly been violated; and (c) a short and plain statement of matters asserted by the Association. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association. Upon the levy of any fine, the Board may collect such fines like assessments in one or more installments. Each day of violation shall be a separate violation. The affected lot owner, whether the offending party or not, shall always be given notice of the hearing.

XII. DRAINAGE AND UTILITY EASEMENTS

Except for any construction performed pursuant to specific prior approval from Indian River County, Florida, there shall be no construction whatsoever in any area designated on the plat as a drainage or utility easement.

XIII. DEFAULT

Any person who acquires an interest in a lot shall be personally liable and jointly and severably liable with the grantor for all of the unpaid liens or assessments up to the time of the transfer of ownership.

XIV. HEADINGS

It is expressly understood that articles, titles or headings used herein are for convenience purposes only and may not be fully indicative of the meaning or intent of the full article. The entire article should be read as that is what is intended to be binding on the property subject hereto, the Association and members thereof.

XV. LAWS GOVERNING

It is expressly understood that the laws of the State of Florida shall govern the interpretation and enforcement of this Declaration and the provisions herein contained.

EXHIBT A
RULES AND REGULATIONS

AMENDED AND RESTATED RULES AND REGULATIONS
(Effective January 28, 2021)

SEAGROVE PROPERTY OWNERS ASSOCIATION, INC.

WHEREAS, the Declaration of Covenants and Restrictions for Seagrove (North) and Seagrove (South) Subdivisions (referred to as “Seagrove” or “Seagrove Property Owners Association, Inc.”) authorizes the Seagrove Property Owners’ Association, Inc. (the “Association”) to promulgate Rules and Regulations; and

WHEREAS, the Rules and Regulations have been amended and restated from time to time, and provided to owners, renters, and prospective owners in Seagrove:

NOW THEREFORE, the Board of Directors (the “Board”) of the Association hereby:

- (a) Amends and restates the Rules and Regulations (the “Rules”) of Seagrove Oceanside as set forth below, superseding and replacing all prior Rules and Regulations;
- (b) Establishes a fine of \$100.00 per day for the violation of any Association document, including these Rules, with imposition of any fine being in accordance with the Florida “Homeowners’ Association Act”.

1. RESIDENTIAL USE.

- (a) The properties subject to the Seagrove Declaration of Covenants and Restrictions are intended for residential living units and for no other purpose. No business structure or fixture, no commercial building, and no conversion of an existing residential structure may be erected or maintained on any lot. No business, including the sale of products and services, or the manufacture or storage of items for commercial sale, may be conducted on any lot.
- (b) Home Office exception. A resident may maintain a home office for business or personal purposes. It is not permitted for any such business activity to include or attract to Seagrove any business invitees, employees, contractors, commercial or service vendors, or customers or clients of any type.

2. INVITEE RESTRICTION.

Seagrove streets and beach access walks are not open to public use or access and are restricted to the use and enjoyment of residents of the community and to reasonable numbers of their nonresident guests and visitors ("invitees"). Common areas, including the beach accesses, are for residents, their families and invitees only. Invitees are not allowed solely for the purpose of using the Seagrove Beach and Common areas. Invitees must be identified to the entry gate control personnel ("Access Control") prior to admission. The identification may be by telephone (or in person) at the time of admission, or by telephone or written list prior to admission as described in this Rule. Unless so identified, a resident's invitees will not be permitted to enter Seagrove. If a resident has requested that Access Control not telephone the resident, and the resident's invitee has not been identified to Access Control as described in this Rule, the invitee will not be admitted.

No more than four (4) invitees may be identified to Access Control by telephone. If more than four (4) invitees are to be identified for a scheduled function, the names must be submitted to Access Control in writing at least twenty-four (24) hours before admission. In addition, standing written lists of invitees may be maintained, identifying up to twenty (20) individuals and up to ten (10) businesses for each lot. Residents may seek assistance from the Management Company with setting up on-line or smartphone mobile app access for ease of informing Access Control of any other guests, vendors, or invitees that are expected.

3. SPEED AND TRAFFIC REGULATIONS.

Residents, their invitees, their contractors and service personnel are required to adhere to the 15 MPH maximum speed limit while driving motorized vehicles within the Seagrove community. They are also required to comply with all traffic control devices and rules as otherwise required by the State of Florida Uniform Traffic Control Laws. Failure to comply can, at the sole discretion of the Board, result in any and all disciplinary action including, but not limited to, fines and loss of gate access privileges, including loss of bar-code access. Such disciplinary action will be against the homeowner involved, even if the driving violation was committed by a visitor, renter, or family member. Violations by contractors, service personnel and delivery drivers will result in disciplinary actions against the offending contractor, service personnel or delivery drivers.

4. STREET PARKING AND BEACH ACCESS RESTRICTIONS.

Residents and their invitees are requested to park vehicles inside garages whenever possible. When necessary to temporarily park vehicles on the streets, vehicles must not obstruct, hinder or constrict use of the streets or driveway entrances, or restrict access to fire hydrants or mailboxes. No overnight parking on streets is permitted.

Travel to beach access walks must be by foot or bicycle, or automobile drop-off. Parking of vehicles of any kind on streets, vacant lots or lawns while using beach walks is prohibited. Riding of bicycles, tricycles, roller blades, skateboards and all other vehicles are prohibited on beach access walks. Use of vehicles required by persons with disabilities is allowed.

5. OCCUPANCY RESTRICTION.

(a) **Approval Required.** To preserve the single family residential character of Seagrove, property owners, whether individuals, corporations, partnerships or any other type of legal entity, may not allow use or occupancy of their residences by another person or group of persons, for any reasons or purpose whatsoever including, but not limited to, renting to individuals or through time sharing plans or agencies, for any period of time without first obtaining the written approval of the Association. Except as set forth in paragraph 5 (c), after submission of application forms specified by the Board, the Association can approve turning over occupancy of a residence to a non-owner for a period no less than eighty-eight (88) days and no more than three hundred sixty-five (365) days. Longer occupancy requires resubmission and approval of the application forms. Once a change of occupancy begins, another one cannot begin within the next three hundred sixty-five (365) days.

(b) **Conditions on Changes in Occupancy.** Applications to the Association for changes in occupancy must be received in writing by the Management Company no less than fifteen (15) days before commencement of the change in occupancy, and include:

1. Payment of outstanding fees, if any, and all assessments that are due prior to the first day of the occupancy;
2. A statement from the property owner, with confirmation from the Management Company, that there are no unresolved Association or

ARC rule violations or other issues concerning the property about which the owner had been notified in writing;

3. Written agreement by the property owner to indemnify the Association for any damage to Association property or common property done by the occupying persons;
4. A statement by the occupying persons that they will abide by the governing documents of Seagrove, including the Architectural Review Criteria and the Rules and Regulations. The Seagrove Rules and Regulations will be provided to the occupying persons for this purpose;
5. A copy of the lease or occupation document; and
6. Identification of the occupier's vehicles for the purpose of controlling access, and identification of any animals. The Board may request references concerning the occupying persons. Occupancy is not permitted until all documents enumerated in this paragraph 5(b) have been furnished and the Board has approved the request in writing.

The Management Company has the right to conduct any investigations of proposed occupiers that are allowed by law.

(c) **Family Use.** The use of a residence by an immediate family member of a property owner does not require approval of the Association under this Rule.

6. VEHICLES AND SAFETY.

- (a) These resident-owned or operated, and guest-owned or operated, vehicles may enter Seagrove:
 1. Four-wheel cars, pick-up trucks, minivans and sports utility vehicles; or
 2. Subject to paragraphs 6(b) and (c), motorcycles, mopeds, noiseless electric or battery-operated scooters or skateboards.
- (b) Other resident-owned or operated, or guest-owned or operated vehicles are prohibited, including but not limited to: any commercial vehicle (as indicated by commercial lettering, storage racks, mechanical boxes, or

other commercial apparatus), any vehicle with more than two axles and and/or more than two tires per axle, any vehicle exceeding four wheels, boats, trailers, golf carts, motor homes, all-terrain vehicles, and racing vehicles.

- (c) No motorcycle or moped may be ridden in Seagrove. A motorcycle or moped may be walked between the gatehouse and a residence. The motorcycle or moped must be garaged if parked or stored in Seagrove.
- (d) Only the following electric or electric-assisted vehicles are allowed on Seagrove roads: noiseless electric battery powered upright or stand-up scooters or skateboards, provided they are operated during daylight hours in a safe manner; and bicycles with an electric assist motor with no more than ½ horsepower (500 watts).
- (e) All vehicles must obey community traffic and speed limits.
- (f) No maintenance or repair, except for routine washing or polishing, flat tire changing or battery charging may be performed on any motor vehicle within Seagrove. No unfinished work, parts or components may be left outside a garage overnight.
- (g) Vehicles used by service companies or construction companies making deliveries to residences or constructions sites may enter Seagrove under the terms and conditions set forth in paragraphs 8 and 9 of these Rules.

7. CONTRACTORS.

Contractor access and activity is subject to these Rules and the Association's Architectural Review Criteria.

8. WORK TIME, DELIVERIES, AND OTHER ACCESS RESTRICTIONS.

- (a) Except for work performed by owners or residents, no maintenance or service work inside or outside of buildings is allowed before 7:30 a.m. nor after 5:00 p.m. on weekdays, nor at any time on Saturday, Sunday, Christmas Day, New Year's Day, Memorial Day, Fourth of July, Labor Day or Thanksgiving Day. One exception to this rule is that pool service and landscaping work can be conducted between 7:30 am and noon on Saturdays when necessary to catch up scheduled work delayed by heavy rains during the same week. Another

exception to this rule is for indoor housekeeping, pet sitting, pet walking and catering services, which can be performed at any time. Work by owners or residents must be done at reasonable noise levels and at reasonable hours.

(b) All contractor personnel must leave Seagrove by 5:00 p.m. No truck deliveries of any kind shall be made after 5:00 p.m. on any day, except for special mail and package deliveries, which are covered by paragraph 8(c) below. The Board of Directors of the Association may, on request, allow entrance of service personnel and equipment to accommodate a resident with after-hours or emergency repairs, deliveries, or pick-ups.

(c) The following rules apply to package deliveries:

1. The Association will maintain and periodically update a list of the delivery companies that will be allowed on Seagrove roads – companies such as the U.S. Postal Service, Fedex, UPS, DHL, Amazon Prime, and local grocery stores and florists.
2. A vehicle marked with the name of the Association-approved company will be admitted by Access Control automatically.
3. The driver of an unmarked vehicle claiming to work for an Association-approved company will be admitted if in possession of: an ID with his or her name and the name of the Association-approved company; or a package associated with that company that is addressed to a Seagrove resident.
4. Any vehicle that does not qualify under clause (2) or (3) of this paragraph 8(c) must have authorization from the homeowner receiving the package in order to be admitted to Seagrove roads. That authorization can be obtained by a call to the homeowner by Access Control, or it can be obtained in advance by having the homeowner call Access Control. The homeowner can also place that delivery company a “standing written list” as per paragraph 2 above.
5. Access Control will leave a voice message for any homeowner whose package could not be delivered because of this Rule.

(d) Limousine, taxi and ride sharing service vehicles will not be admitted to Seagrove roads without Access Control receiving authorization from the homeowner requesting (or whose invitee is requesting) the vehicle.

- (e) This Rule applies to moving vans and trucks, whether driven by the owner, the owner's friend or a moving company, and to portable household storage containers. Such moving vans and trucks may be allowed on a Saturday which is not a holiday between 8 a.m. and 5 p.m. with approval of the Board and moving vans may remain in Seagrove after 5 p.m. on weekdays when necessary to complete loading or unloading. Such moving vans and trucks may not remain overnight. The Board may approve the placement on a lot of portable household storage units in connection with a move. The units may not remain on the lot for more than four (4) consecutive 24-hour periods for each move in or out of a residence. The units cannot be placed on common property.

9. TRUCK SIZE AND WEIGHT RESTRICTIONS

- (a) Except as provided in paragraph 9(b), trucks cannot exceed any of these limits:
1. Delivery box trucks: 28 feet in length, 8 feet in width, 12 feet, 6 inches in height;
 2. Delivery trucks with a single axle trailer and a single drive axle tractor: 28 feet in length, 8 feet, 6 inches in width, 13 feet 6 inches in height, 11 feet in overall tractor length.
- (b) Larger vehicles may be permitted to enter if their entry would not present any risk of damage to Seagrove roads, common property, trees, or a homeowner's property. Requests for entry of larger vehicles under this paragraph must be submitted at least 48 hours in advance to the Architectural Review Committee. Unless specifically approved by the Committee, vehicles which exceed the limits in paragraph 9(a) will be refused entry. Committee approval may be conditioned upon reasonable conditions concerning routing, time of entry, and escorting to prevent damage.
- (c) Regardless of compliance with the size restrictions, a truck may be refused entry if the guard on duty concludes that its weight or unusual configuration presents a possible risk of damage to Seagrove roads, common property, trees, or a homeowner's property.

10. MAINTENANCE OF PROPERTY.

Undeveloped Lots. Rubbish, vegetation, or other waste may not be dumped or stored in any lot. No resident or contractor may burn any type of trash or construction materials on any lot at any time. Undeveloped lots must be mowed and kept in proper condition at all times. No weeds, underbrush or other unsightly growth is permitted to grow or remain upon any lot and no refuse pile or unsightly objects shall be placed or allowed to remain on any lot on common area. If a property owner fails to keep a lot free of weeds, underbrush, refuse piles or other unsightly growth or objects, the Association may enter upon the lot and remove the debris and such entry shall not be deemed a trespass. All costs incurred by the Association shall be assessable against the lot.

Exterior Maintenance of Residences. Proper maintenance of a residence is a requirement of the Seagrove Declaration of Covenants and Restrictions. In order to preserve the visual characteristics and aesthetic quality of the community, property owners are required to perform periodic maintenance on their residences and associated structures. Such maintenance includes, but is not limited to, painting, general repair, driveway and deck cleaning, roof and gutter cleaning, pool cleaning, and fence repair. Any damage to a property and associated structures, due to weather, fire or other causes, must be repaired within ninety (90) days unless authorized by the Architectural Review Committee.

Landscaping. Landscaping that is visible from the street must be maintained, including regular lawn maintenance, irrigation, shrubbery trimming and periodic replacements. Flowerbeds must be properly cleaned of weeds and dead floral material and either mulched or surrounded with stones. Palm trees must be trimmed every year, including the removal of dead fronds, seed pods and coconuts. For safety reasons, the latter must be removed before they start to fall. All trees and vegetation must be trimmed sufficiently to allow trucks and other vehicles to pass without striking them.

As to landscaping that is not visible from the street, fences must be landscaped according to standards set by the Architectural Review Committee. Invasive exotic vegetation which threatens to spread to other properties or common areas must be removed. The list of such invasive exotic species includes: Brazilian peppers; Australian pines; apple balsam; melaleuca trees; earpod trees; and China berry trees. From time to time, the Board may amend the list of invasive exotic species.

11. SIGNS, TAPE, REFLECTORS, ROCKS AND OTHER MARKINGS.

Except as authorized by the Architectural Review Committee or as required by law, no sign of any kind shall be displayed to the public view on any lot except for signs displaying "OPEN HOUSE" (together with the name of the Real Estate Company), "Notice of Commencement of Construction" or "Construction Permit" (issued by Indian River County). The "OPEN HOUSE" sign shall not exceed four square feet and can be displayed only on the specific lot and only during the time the homeowner or his or her designated representative is in attendance at the residence. Small signs of the type customarily placed by home security companies are allowed. No other signs are permitted on lots, on common areas, or on A1A at the entrance to the Seagrove community.

No sign, tape, stone, reflector or other marking may be placed on or near a Seagrove roadway (within the right-of-way) without prior approval of the Architectural Review Committee.

12. NUISANCES.

No activity or condition, including, but not limited to, noise, may be undertaken by a guest or resident that may constitute a nuisance. In the event of a nuisance-related dispute between parties that they cannot resolve themselves, the dispute may be submitted to the Board of Directors. All interested parties shall have an opportunity to be heard, after which the Board shall render a written decision. The Board's decision shall be a final resolution.

13. BOARDING UP.

Residents may shutter the sides and rear of their homes during hurricane season (June 1st to November 30th) provided those sides and rear are not street facing. If concerned about an approaching storm, residents on their own initiative may elect to shutter their homes completely, but street-facing shutters must be taken down within 14 days of placement unless a Hurricane Watch or Warning issued by the National Weather Service is in effect for the Seagrove area. If a hurricane has struck the Seagrove area, the shutters may be kept up 14 days after the end of the storm regardless of when they were put up. Shutters which are visually indistinguishable from the residence, i.e., clear panels, are permitted at any time.

14. TOOLS/STORAGE/OUTBUILDINGS.

No tool, storage or out-building shall be located on a portion of a lot separate and apart from the residential dwelling.

15. ANIMALS

No animals shall be kept or maintained on any part of the property except dogs and cats, as well as birds and small animals that can be kept indoors. Animals must be for the pleasure and use of the occupants, and not for any commercial use or purpose. All animals must be kept under control by means of a leash or other restraint control at all times when outside of an enclosure, and must not become a danger or a nuisance, by barking or other activity, nor permitted to intrude upon the property of others. Animals under leash or other restraint control are permitted on common property. Animal excrement must be removed immediately by the animal's owner from common area and from the property of others. The maximum allowable number of dogs, cats, small birds and small indoor animals is two of each. Residents with animals shall comply with all ordinances and/or regulations of Indian River County, Florida, that are applicable to their animals.

16. RECREATIONAL EQUIPMENT.

- (a) When not being used, recreational, sporting and/or children's play equipment must be stored in the garage or at the rear of the residence so that they cannot be seen from the street.

(b) In no event shall such equipment be used in a common area.

(c) Basketball hoops, whether permanent or portable, shall be allowed to remain in the front driveway so long as they are affixed to a pole, are properly maintained and not used in the common areas. Portable hoops must be stored within a structure at any time Indian River County, Florida, is under a Hurricane Watch or Warning, or if not in use for a period of ninety (90) days or more.

17. GARBAGE/YARD WASTE/TRASH CONTAINERS.

All garbage/trash shall be kept in sanitary, covered containers and, except on pick-up days, must be placed in a garage or an area where the containers are not visible from the adjoining house or from the street. If a homeowner's schedule does not permit stowage of containers as specified by this Rule, the homeowner is asked to seek help from a neighbor or hire someone to assure compliance with the Rule.

Landscaping debris that meets the trash company's standards for size and method of containment may be left out by the street the night before its scheduled pickup.

Furniture and other large items may be left out by the street during the time window specified by the trash company for pick up. (Requires prior arrangement by the homeowner with the trash company.)

No other refuse items may be out and visible from the street.

18. CLOTHES DRYING.

Only that portion of a lot which is not visible from the street may be used as a drying or hanging area for laundry of any kind.

19. LIGHTING

All residents must provide lighting directed toward street area from dusk until dawn unless such lighting would be in violation of County regulations with respect to sea turtles. Such lighting should be provided from post lights, if present. If no post lamp is present and is not required by Architectural Review Committee rules, lighting should be provided by some other means, such as landscape lighting, porch lighting or spotlights.

EXHIBIT B

ARCHITECTURAL REVIEW CRITERIA

SEAGROVE PROPERTY OWNERS ASSOCIATION, INC.

**Architectural Review Criteria
Amended and Restated January 2021**

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Amended and Restated

Architectural Review Criteria

Seagrove Property Owners Association, Inc.

SECTION 1 – Establishment of the Architectural Review Committee

- 1.1 Function and Establishment. The Architectural Review Committee (hereinafter referred to as “the ARC”) has been appointed by the Board of Directors of Seagrove Property Owners Association Inc. (hereinafter referred to as the “Board”) to govern the design, construction, maintenance and modification of homes within Seagrove. The ARC shall approve, monitor and enforce the Architectural Review Criteria including, but not limited to: site clearing and grading; new building plans; new landscape plans; modifications of existing structures; modifications of existing landscaping; all other details described in the Architectural Review Criteria.

No Improvement at Seagrove shall commence, no lot shall be cleared, nor shall any change or addition be made to any existing improvement until complete plans and specifications, in such form and detail as the ARC may deem necessary, shall have first been submitted to, and approved by, the ARC. Once work has been completed, the owner of the lot upon which the work is being performed (hereinafter referred to as “owner”) must contact the Association’s then Management Company (hereinafter referred to as “Management Company”) to have the ARC final inspection. If an improvement is commenced without submission of the required documents to and approval by the ARC, the resident shall be subject to a fine as set forth in the Amended And Restated Rules And Regulations. The fine shall be continuing until proper documents are submitted and approved.

The Board shall have the authority to amend and update these Architectural Review Criteria from time to time as it deems appropriate.

All actions of the ARC shall be consistent with the purpose and intent of these Guidelines. The ARC or its representative may, at any time, inspect any improvement to determine whether construction, use and/or operation and maintenance of that improvement conforms to the plans and specifications approved by the ARC. The ARC, in conjunction with its review of plans and specifications, may apply other building requirements and restrictions, which the ARC deems relevant to its purposes and in keeping with the intent and purpose of these guidelines.

Subject to the standards set forth in the Amended Declaration of Covenants and Restrictions, the ARC may grant a variance from the provisions of these Criteria when, in the opinion of the ARC, a variance is necessary due to the unusual shape or size of the lot upon which the work is to be performed. All variances must be approved by the ARC and must be evidenced by a written instrument, and attached to a copy of the plan(s) approved by the ARC. If a variance is granted, no violation of these Guidelines shall be

deemed to have occurred with respect to the provision for which the variance was granted provided that the development of the property affected by the variance is in compliance with the details set forth in the approved plans and specifications.

- 1.2 Membership. The ARC shall consist of no less than three (3) and no greater than five (5) members and shall include a member of the Board who shall be the Chair Person.

The Board shall appoint all members of the ARC, and shall have the right to remove any and all members from the ARC at any time for any reason, with or without cause. In the event one of the members of the ARC resigns, or is no longer able to serve as a member, the Board must appoint a new member of the ARC within thirty (30) days of the ARC vacancy so that there will continue to be at least three (3) members of the ARC. The Board may also appoint staff and consultants to the ARC including, but not limited to, architects, planners, engineers, attorneys, and other individuals whose knowledge or skills will assist the ARC in carrying out its functions.

Each member of the ARC shall serve on the committee from the date of his/her appointment until March 31st of the succeeding calendar year or until such time as he/she has resigned or has been removed. As of the first meeting following the Association's annual meeting, the Board shall review the composition of the membership of the ARC and shall either reappoint any or all of the members and/or shall appoint one or more new members.

- 1.3 Voting. Actions taken by the ARC shall require a majority of voting members at a committee meeting.

- 1.4 Meetings. The ARC shall meet from time-to time as needed to perform its duties. The Chairman of the ARC shall provide for reasonable notice to each member of the ARC prior to any meeting, setting the place and time of said meeting. A majority of the members of the committee must be present either in person, via telephone or teleconference in order for there to be a meeting of the committee.

Applicants shall have the right, upon request, to appear before the ARC at its meeting to explain and answer questions about their submittals. The ARC may require an applicant to appear before the ARC at its meeting if the ARC deems such an appearance necessary. The ARC reserves the right to designate one or more of its members to take action or perform duties on its behalf, and to adopt rules and guidelines concerning who may attend a meeting of the ARC and what input, if any, someone other than the applicant may have at such meetings.

If the Applicant is not satisfied with the final decision as rendered by the ARC, the Applicant may, within sixty (60) days of the date of the meeting of the committee, appeal to the Board. Reference ATTACHMENT – PLANS APPROVAL PACKAGE, item E, provides further information related to the Appeal Procedure.

- 1.5 Reply and Communications. Within the time frame set forth for each step in the design review and approval process, the ARC shall respond to the submittal in one of the following ways:

- a. Approved as submitted.
- b. Approved with conditions
- c. Deferral of action pending receipt and review of additional information required by the ARC.
- d. Disapproval with explanation(s).

If the ARC fails to reply within thirty (30) days of the date the complete application was filed and fees were paid, it shall be concluded that the ARC has approved the plans and specifications. Any minor home modification as set forth in any of these rules shall be completed within six (6) months of approval. If not completed the application is deemed expired and a new application is required.

- 1.6 Costs of Reviews. The Board will charge each Applicant a fee for the review of plans and specifications and, in addition, shall be reimbursed by the Applicant for all reasonable and customary costs for professional review of plans and specifications and for all other reasonable costs incurred by the ARC in the review process.

Such fees and expenses are further defined in ATTACHMENT – PLANS APPROVAL PACKAGE, Item A (as may be amended from time to time). Applicant shall be provided a copy of latest Fee and Expense Assessment upon request to the ARC.

- 1.7 Limitation of Liability. Neither the ARC, its members, or the Board shall be liable in damages or otherwise to anyone submitting plans and specifications for approval or to any owner of land affected by these Criteria by reason of mistake of judgement, negligence, or nonfeasance arising out of or in connection with the approval, disapproval, or failure to approve or disapprove any plans and specifications.
- 1.8 Relationship of Criteria to Regulations. In all instances where design criteria established as part of this document is in conflict with local development regulations, the most rigorous standards shall apply. In no event are these Criteria intended to relieve the applicant from compliance with all applicable Federal, State, County, or City development regulations.

SECTION 2– Home Improvements

Applications for exterior modifications to existing homes may be considered minor alterations if the nature of the proposed exterior improvement is consistent with the existing architectural style of a home. Application for Home Improvement is included in the ATTACHMENT – PLANS APPROVAL PACKAGE, Item D.1; this Application Form may be obtained at the Seagrove Gate House or the Seagrove portal and must be completed, dated, signed and mailed, emailed, faxed, or hand delivered to the management company. Necessary descriptive plans, specifications, color charts, County Permit(s) (if required), associated with the “minor” improvement(s) must be included with the

Application. Prior to performing any home improvements, the ARC reserves the right to review and approve proposed additions/modifications if determined to be “minor” in nature. In the event proposed improvements alter the existing architectural style of the home, the ARC reserves the right to request additional information regarding the proposed improvement and may impose additional requirements.

- 2.1 Roof Replacements. Roofing constitutes a key element of Seagrove’s unique aesthetic look and feel. The community’s original homes were built with cedar shake roofs, and this remains the singular, guiding design characteristic and requirement for both new and replacement roofs throughout the community.

Since that time, roofing materials have evolved considerably. Commensurate with this, Architectural Review Criteria allow for materials other than true cedar—although, again, the shake roof appearance must be maintained.

For details governing roofing, refer to SECTION 5 – Architectural Design Standards, Sub-Section 5.3. Homeowners are required to submit a roofing material sample being considered to the Architectural Review Committee for approval prior to purchase and installation.

Please note the following:

- Cedar shake is a light-weight material. Accordingly, homes original to Seagrove may not have the structural strength to accommodate heavier roofs. Please consult a reputable contractor or architect.
- Seagrove is located in a tropical climate, adjacent to the ocean, subject to a six-month hurricane season. Roofing materials and installation methods should be such as to withstand this environment. Installation shall be performed in strict compliance with manufacturer’s specifications governing installation. Homeowners are responsible for ensuring their roofs meet all relevant codes.
- The ARC maintains a list of previously-approved “branded” roofing materials. Simply contact the ARC for a copy.

- 2.2 Fences/Walls.

2.2.1 All fences defining property lines shall be “shadow box”, black aluminum or black vinyl coated chain link. Shadow box may be capped or open top, constructed of cedar, redwood or treated pine and may be painted or natural wood finish. No shadow box fence may be higher than six (6) feet above finished grade. No aluminum or vinyl coated fence may be higher than five (5) feet above finished grade. Chain link gates are not allowed. Proposed fence applications shall be submitted to the Architectural Review Committee for approval setting forth the specific dimensions, material, location and any other information that the owner or committee feels necessary to secure approval.

2.2.2 All shadow box fences must be landscaped on the outside of that portion of the fence that is not a gate and that faces the street. Owners are encouraged to provide some form of landscaping along extended lengths of the fence to avoid

the effect of a “wall of wood.” Aluminum and vinyl coated chain link fence shall be screened on both sides along the entire fence line exclusive of any gate. Any vegetation used for screening must completely obscure the fence within six (6) months from installation so the aluminum or vinyl coated chain link fence is not visible from the street or adjoining property. The aluminum or vinyl coated chain link fence shall be set back from adjoin property lines so vegetation on the outside of the fence does not encroach on adjoining property.

- 2.2.3 Masonry walls the height of six feet six inches to seven feet six inches, will be allowed under the following conditions ONLY: Residences with rear yards and/or side yards abutting Highway A1A. The exact location, design, materials, and colors shall be submitted to the ARC for review and approval. Landscaping shall follow directions and criteria as further described in this document.
 - 2.2.4 A permit is required by the Indian River County Planning Department for all structures, including permanent fences, located within the five (5) foot easement of the owner’s property. A copy of the Permit may be submitted with the Application for Home Improvement as part of the ARC Approval process, or the permit may be obtained and submitted after approval.
 - 2.2.5 Fencing to enclose open (non-screened) swimming pool patios may be permitted to comply with home insurance requirements upon submittal of drawings and specifications to the ARC for approval. This fencing may be of prefabricated aluminum (such as manufactured by Alumi-Guard) or other approved materials, and painted. Planting of shrubbery adjacent to the fence is encouraged, where possible, to blend with the surrounding landscape.
- 2.3 Exterior Painting. The ARC shall give final approval of all exterior color plans and each owner must submit to the ARC a color plan showing the proposed color for exterior walls, shutters, doors and trim. A minimum of one foot by one foot sample of the color must be painted on an exterior wall of the home for review by the ARC. The ARC shall consider the extent to which the color plan is consistent with the homes in the surrounding area and the extent to which the color plan conforms to the natural color scheme of and for Seagrove. Color charts indicating manufacturer and specific paints, and a copy of completed Form “Paint Application Data” (reference ATTACHMENT – PLANS APPROVAL PACKAGE) must be included with the submitted Application for Home Improvements. Notification to the ARC is required when painting the same color via an application for the records.
 - 2.4 Landscaping. Aside from routine maintenance, no revisions to existing landscaping shall be performed by owner prior to written approval by the ARC. The Application submittal shall include a description of area to be revised and a Landscape Plan indicating the materials to be utilized in the “re-nourishment” program. SECTION 6 – Site Landscaping, a part of these criteria, further defines the requirements, intent and purpose of the review/approval process by the ARC.

- 2.5 Pool Screens. Indian River County Building Codes require that all new or remodeled enclosures must be approved by the County Planning Department. A copy of the approved Permit and drawings shall be submitted to the ARC for approval prior to start of construction. All screen enclosures must be bronze or black in color and conform to existing screen enclosure materials/design in Seagrove.
- 2.6 Driveways, Walkways and Patios. Replacement of driveways and walks shall utilize one of the following materials:
- a. A Frozen Chattahoochee (Chattahoochee set in concrete and not epoxy).
 - b. A paving process and material to be used and installed using the "Bomanite System" as an example only.
 - c. Pavers: detailed material specifications, design, and color must be specified.

Detailed material specifications, design and, for paving brick/paving process, color, must be submitted with the Application for Home Improvement to the ARC for specific approval.

- 2.7 Antenna and Satellite Dishes.
- a. The following antennas may be installed by property owners:
 - i. Satellite dish antennas that are one-meter (thirty-nine (39) inches) or less in diameter and which are designed to receive direct broadband satellite service, including direct to home satellite service.
 - ii. Satellite dish antennas that are one-meter or less in diameter or diagonal measurement and are designed to receive video programming services via wireless cable.
 - iii. Standard television antennas that are designed to receive television broadcast signals.
 - iv. Any other antenna or satellite dish which Federal Law, as may be amended from time to time, requires the Association to permit.
 - b. All antennas must be installed in accordance with manufacturer's specifications and State and Local Building codes. Antennas must be painted so that they blend into the background against which they are mounted. The Association's antenna and satellite dish restrictions shall not be interpreted so as to unreasonably delay installation, maintenance or use; preclude reception of an acceptable quality signal; or an unreasonable increase in the cost of installation, maintenance or use.
 - c. Application for installation of antennas or satellite dish shall include a description of the proposed location for approval of the ARC.

SECTION 3- New Home Construction/Major Modification

The design and construction of a residential dwelling on a lot in Seagrove, or major improvements to an existing dwelling, are governed by these Amended and Restated Architectural Review Criteria and any Rules or Regulations concerning the construction of homes in the community.

Major improvements are defined as work which will alter the existing architectural style of the home (such as addition of a second story, addition of room(s), replacement of existing windows which materially alter the appearance or addition of a swimming pool).

The application and review process at Seagrove has been designed to follow the process typically used by architects in preparing plans for construction. This was done to ensure maximum coordination with the application, thereby minimizing the need for plan revisions. The steps in this review process are as follows:

STEP ONE:	Pre-design Coordination
STEP TWO:	Schematic Design Review
STEP THREE:	Design Development Review
STEP FOUR:	Construction Plan Review

The applicant's involvement in this process will help to ensure that all new construction at Seagrove is of the highest standards and will make a positive contribution to our unique quality of life.

- 3.1 Application Requirements. Submission, review, and written approval are required before any site improvements are permitted. Plans and specifications are to be submitted to the ARC at the following address:

Seagrove Property Owners Association, Inc.
c/o AR Choice Management, Inc.
100 Vista Royale Blvd
Vero Beach, FL 32962

Submission shall consist of one (1) set of plans signed and sealed by a Florida registered architect and a digital copy of all plans. Reviews of all submissions shall be completed and returned, in writing, to the applicant within the time periods specified herein (from the time of receipt of such plans and specifications).

- 3.2 Review Considerations. Emphasis during review will be given to the following:
- a. The exterior will be evaluated with respect to its compatibility of design, site massing, and materials as compared to the predominant architectural style present in Seagrove.
 - b. The relationship of the size of the lot and its topography to the proposed architectural massing and building orientations with emphasis on the proposed building's impact on adjacent homes.
 - c. Plans will be evaluated for excessive similarity or dissimilarity in relation to neighboring dwellings and those within the Block.
 - d. Impact of construction on existing trees.
- 3.3 Pre-Design Construction. Owners and their architects or builders are encouraged to meet with the ARC early in the design and planning process, while plans are tentative

and preliminary, in order to assure full understanding of the requirements of these Criteria and to inform the ARC of preliminary design and planning concepts.

Since Seagrove is a highly restricted community, it is each owner's responsibility to obtain and read carefully the recorded documents which set forth the structure and organization of the Association and the duties and obligations imposed on the agencies created by the following documents:

- A. Declaration of Covenants and Restrictions
- B. Architectural Review Criteria
- C. Rules and Regulations
- D. By-Laws of Seagrove Property Owners Association, Inc.
- E. Articles of Incorporation of Seagrove Property Owners Association, Inc.

Each Owner is urged to study the above listed documents, with special emphasis on Architectural Review Criteria. These documents are available to each owner. The Management Company contracted by the Seagrove Property Owners Association, Inc. can assist you in obtaining these documents or they may be obtained from your closing agent.

It is recommended that when the owner has decided to move forward with house building plans, he/she contact the Chairman of the ARC to obtain a copy of "PLANS APPROVAL PACKAGE" (reference ATTACHMENT). This "package" contains the forms required to initiate the approval process. With your architect, study these materials carefully and use them as your guide in developing architectural and landscape plans for your home. This process will help to ensure compliance with the Architectural Planning Criteria and can avoid future pitfalls and problems. Any questions you may have should be directed to the Chairman of the ARC.

3.4 Schematic Design Submission. This shall include a Schematic Design Package consisting of a site plan and building elevations. The schematic design plans should convey the applicants understanding of the Guidelines. This submission shall address the following:

- a. Preliminary clearing, grading and drainage plans.
- b. Preliminary lot layout plan including pools and patio locations.
- c. Preliminary house floor plans together with programmatic data regarding lot coverage, building height(s), and total building square footage.
- d. Preliminary elevations (all sides).
- e. A tree survey locating all existing trees measuring three (3) inch DBH (diameter at breast height) or greater, including species.

Review of all Schematic Design submissions shall be completed and returned, in writing, to the applicant within ten (10) days following the next ARC meeting. Written approvals for Schematic Design submittals shall be valid for a period of three (3) months from the date of approval.

3.5 Design Development Submission. Design Development submittals are reviewed prior to initiating final construction plans and shall include the following:

- a. Revised house plans at a scale of no less than $\frac{1}{4} = 1'0''$.
- b. Revised elevations (all sides).
- c. Roof plans including pitch, materials, overhang and general detailing.
- d. Site plan information showing:
 1. The location of all improvements and their relationship to the setback requirements and adjacent off-site structures.
 2. Curb cut and driveway plans.
 3. Exterior storage, equipment locations, and other proposed activities or improvements, which would significantly alter the natural site, or impact adjacent lots, must also be shown.
- e. Foundation plans.
- f. Building materials and colors (including sample(s)).
- g. Preliminary landscaping and landscaping lighting plans.
- h. Builders/Architects Specification Sheets.
- i. Construction staging.
- j. Adjacent property improvements, where applicable, and the relationship between existing and proposed improvements, including window and view orientations, screening and alterations to exiting patterns.
- k. Anticipated schedule of all construction activity.
- l. Sealed topographical survey by a licensed surveyor showing lot elevations, setbacks, square footage, and including adjacent lot elevations.

Review of all Design Development submittals shall be completed and returned, in writing, to the applicant within twenty (20) days of the next ARC meeting.

Written approvals for Design Development submittals shall be valid for a period of six (6) months from the date of approval.

3.6 Construction Plan Submission. Construction Plan Submission is a review of the finalized construction or building plans. These plans are to be completed in accordance with the plans and review comments approved during the design development submission.

Review of all Construction Plan submittals shall be completed and returned, in writing, to the applicant within thirty (30) days following receipt by the ARC.

New home construction/major modification must be approved by the Seagrove Property Owners Association, Inc. Board of Directors prior to its commencement. Written approvals for Construction Plan Submissions shall be valid for a period of one (1) year from the date of approval. All major modification work must be completed in accordance with the plans and specifications approved by the ARC within eighteen (18) months from the date of approval. (See 4.14 re: timetable for new home construction.)

3.7 Approvals and Inspections.

- 3.7.1 Additional Submittal Requirements. In addition to the foregoing submittal requirements which are consistent with the established design precepts of Seagrove.
- 3.7.2 Modified Submittal Requirements. The ARC may waive or excuse compliance from the submittal requirement if the ARC determines that some or all of the information or materials required by the ARC is not necessary or appropriate in specific situations. The ARC may, due to unforeseen circumstances, notify the applicant of the need to extend review deadlines for any or all steps of the review procedure.
- 3.7.3 Approvals. Any approval of plans, specifications, or proposed construction given by the ARC or the Board shall be only for the purpose of permitting construction of proposed improvements within Seagrove. Such approval shall not constitute an approval, ratification, or endorsement of the quality of architectural or engineering soundness of the proposed improvement and neither the ARC or its members or the Board or its members shall have any liability in connection with, or related to, approved plans, specifications, or improvements. The ARC approvals shall be in the form of a letter to the applicant and signed by the ARC Chairman.

SECTION 4 - Site Development.

- 4.1 Design Precept. Over the years, Seagrove has evolved into a premier ocean-side community providing a unique quality of life to its residents. The architecture is typified by the use of low informal building massing, moderately pitched hip roofs with broad flat lines and overhangs, shutters, quoins (if block and stucco are used), roofs of hand split red cedar shakes, cement or concrete tiles or Country Manor Shake roofs or like and the extensive use of informal native landscaping creating the "Seagrove Look."
- 4.2 Topography. There shall be no change in the Topography of the lot either for construction or landscaping without prior written approval of the ARC.
- 4.3 Ground Floor Elevation (Finished). The basic ground floor elevations of the house must be at least eighteen (18) inches above the level of the crown of the road at the center point of the house as situated on the lot. Basic ground floor elevations may not, however, exceed twenty-four (24) inches above the level of the crown of the road.
- 4.4 Utility Connections. Building connections for all utilities, including but not limited to water, electricity, telephone, and cablevision shall be run underground from the proper connection points to the building structure in such a manner to be acceptable to the governing utility authority.
- 4.5 Swimming Pools. All swimming pools must be in ground and of poured concrete. No other pools are allowed. Any swimming pool or tennis court to be constructed on any lot shall be designed so as to buffer the surrounding residences from the lighting and noise and must be approved by the ARC. All screen enclosures must be bronze or black in color and conform to existing screen enclosures.

- 4.6 Recreational property. If one owner elects to purchase two adjoining lots and use one for residential and use one for recreation purposes, the lot used for recreation must be adequately screened by landscaping and/or walls or fences on both the front and sides as required by the ARC.
- 4.7 Outdoor Lighting. Any plan approved by the ARC for a dwelling must provide for a lamp post light or lights strategically placed at the street in front of the dwelling no more than fifteen (15) feet from the edge of the road. The light(s) must be on from dusk to dawn.
- 4.8 Dune Crossovers. A permit for a dune crossover from the Florida Department of Natural Resources (DNR) is required and a copy is to be submitted to the ARC for review. The ARC typically approves construction consisting of three (3) foot wide elevated wood walkway, approximately thirty six (36) inches above the natural grade from the CCCL seaward to the beach. Stairs may be parallel (preferred) or perpendicular to the shoreline.
- 4.9 Temporary Buildings (during construction): Except as otherwise provided herein, no tents, trailers, vans, shacks, tanks or temporary or accessory buildings or structures shall be erected or permitted on any residential lot.
- 4.10 Contract Approval: Any contractor constructing a residence or additions thereto must be duly licensed as a Residential Contractor, Building Contractor, or a Certified General Contractor by the State of Florida.
- 4.11 Inspection by the ARC: The ARC, or it's duly authorized representatives, shall have the right to inspect construction as it proceeds at such reasonable times and in such manner as it deems appropriate, so as to confirm that the improvements are being constructed in accordance with the Declaration of Covenants and Restrictions and these Criteria, and so as to confirm compliance with the Agreement to Comply. In the event of a violation of, or non-conformity with approved plans and specifications, these criteria and/or the Agreement to Comply, the ARC may require that all construction activity cease until such time as the violation of non-conformity with approved plans and specifications, these Criteria and/or the Agreement to Comply has been corrected.
- 4.12 Agreement to Comply: Both the Property Owner and the Residential Contractor, Building Contractor, or a Certified General Contractor must sign a separate Agreement to Comply letter (reference ATTACHMENT – PLANS APPROVAL PACKAGE, items F.1 and F.2) which shall be delivered to the ARC prior to the commencement of construction of the dwelling.
- 4.13 Sheds and Vehicles (during construction): Temporary tool sheds, trailers and equipment may be allowed to remain on property during the work week but must be removed by 5 pm on Friday each week. Construction vehicles shall not remain on premises after regular business hours.
- 4.14 Construction Timetable:
a. Site clearing inspection by ARC with owner/builder.

- b. An owner shall have his/her lot ready for a form board inspection by representatives of the ARC prior to placing concrete for the foundation and have a form board tie-in survey prepared by a Florida Registered Surveyor for review, showing elevation of forms to the street, and dimensions and set property to property lines.
- c. All work must be completed in accordance with the plans and specifications approved by the ARC within eighteen (18) months from the date of construction plan approval.
- d. The ARC may grant a written extension of the deadline stated herein, for a period not to exceed ninety (90) days, upon showing a good cause by the owner. Otherwise, the failure of the owner to meet the deadline set forth herein shall void the ARC approval. Thereafter, no further work shall be conducted on the property.
- e. In the event that the applicant does not adhere to the aforesaid schedule, he/she may resubmit a new application to the ARC for review and consideration. The ARC shall determine what stage of review is required of the reapplication (regarding schematic, design development, or construction plan approval). Until such time as the ARC issues (or waives) its final approval, no dwelling or addition shall be occupied by any person.

4.15 **Damage to Roadside Blacktop:** Roadside blacktop damage that has been caused by vehicles or other equipment involved in the construction must be properly repaired by the owner or contractor at their expense. Professional and neat blacktopping repair only is permissible. Patching is not acceptable.

4.16 **Final Approval Conditions.** Upon completion of the improvements, the owner or general contractor shall furnish the ARC a copy of the Certificate of Occupancy issued by Indian River County. Within seven (7) days from receipt of said notice the ARC, or its designated representatives, shall inspect the improvements and landscaping to ensure that the owner has fully complied with all approved plans; specifications, and conditions. Following final inspection and determination of full compliance, the ARC shall issue a Certificate of Compliance (reference ATTACHEMENT – PLANS APPROVAL PACKAGE, item J) to the owner. The Certificate of Compliance shall be in recordable form and shall state that the improvements and landscaping have been inspected and found to be in compliance with approved plans, specifications, and conditions.

SECTION 5 - Architectural Design Standards

5.1 **Design Percept.** The homes at Seagrove are custom designed residences which have been carefully designed to respond to the needs of their owner. Additionally, all homes should respond to topography or vegetation existing on-site and should carefully blend into its architectural context.

Sound design and good taste are difficult to define and extremely difficult to legislate. The ultimate goal is to:

- a. Produce an atmosphere of continuity and harmony for the architecture of Seagrove without impeding creativity; and,
- b. Create a community standard that is unique, distinct, and admired by others in the Vero Beach area.

- 5.2 Building Materials and Colors. Dwellings constructed of wood framing shall have plywood sheathing not less than one-half (1/2) inch in thickness, applied to the studs prior to the installation of the exterior siding. The installation of exterior siding directly to the stud is not permitted. All exterior siding and trim shall be of cedar, fir, redwood or Hardi Plank fiber-cement lap siding.

A complete painting schedule shall be submitted for Design Development and Construction Plan review.

Any deviation from approved colors requires the submission of a sample color for approval by the ARC. Garage doors must be the same color as the house or trim.

There shall be no exposed concrete block. When concrete block is used, it shall be covered with wood siding or stucco. If stucco is used, it shall be of sufficient thickness to conceal the mortar lines between the blocks after it has dried. Stucco shall have a smooth finish and be natural cementitious stucco with integral color or acrylic paint finish. Stucco over wood requires metal lathing as an underlayment. Quoins are encouraged to add interest to exterior stucco walls. Paint, as the sole covering over concrete block is not permitted.

- 5.3 Roofs. Section 4 – Roofing constitutes a key element of Seagrove’s unique aesthetic look and feel. The community’s original homes were built with cedar shake roofs, and this remains the singular, guiding design characteristic and requirement for both new and replacement roofs throughout the community.

1. Structural Design Stipulations.

- a. Roof Pitch: Roof pitches shall not be less than 5 in 12 – i.e., five inches decline per linear foot. A roof pitch of less than 5 in 12 will be permitted at the flare of eaves.
- b. Roof overhang: There shall be a minimum roof overhang with “return” of twenty-four (24) inches and a maximum of thirty-six (36) inches.
- c. Flat Roofs: Flat roofs covering an entire house will not be permitted. A flat roof may be permitted over garages providing: (1) It is a two-story house (2) The roof will have an accessible finished deck with an approved railing.
- d. Flat roof areas will be permitted over patios and porches provided they are not visible from the front of the house, or in the case of beach houses, from Ocean Way.
- e. Mansard roofs are not permitted.

2. Roofing Materials Stipulations. - Since original construction in Seagrove, roofing materials have evolved considerably. Commensurate with this, Architectural Review Criteria allow for materials other than true cedar—although the shake roof appearance must be maintained.

- a. Approval Process: Homeowners are required to submit a roofing material sample being considered to the Architectural Review Committee for approval prior to purchase and installation.
- b. Aesthetic look: The cedar shake appearance required by the ARC is defined along three parameters:
 - i. Shape: Flat, rectangular, individual shingle appearance, approximately one-inch thickness
 - ii. Texture: Smooth or slight ridges to mimic wood grain, wood irregularity, weathering
 - iii. Color: Brown and Grey shades, [additions.....], flat finish
- c. Approved Materials:
 - i. Cedar wood
 - ii. Tile
 - iii. Cement
 - iv. Aluminum
- d. Not Approved Materials:
 - i. Asphalt
 - ii. Slate
 - iii. Metal (excluding Aluminum per Section C)
 - iv. Steel
 - v. Green
- e. Materials to be reviewed and approved on case-by-case basis:
 - i. Solar
 - ii. Composites

3. Other Stipulations.

a. Seagrove is located in a tropical climate, adjacent to the ocean, subject to a six-month hurricane season. Roofing materials and installation methods should be such as to withstand this environment. Installation shall be performed in strict compliance with manufacturer's specifications governing installation. Homeowners are responsible for ensuring their roofs meet all relevant codes.

b. The ARC maintains a list of previously-approved "branded" roofing materials. Simply contact the ARC for a copy.

5.4 Building Massing.

- 5.4.1 Building Height: The maximum height at the roof ridge, i.e. the highest point of the house, excluding the chimney, shall be thirty-five (35) feet above the approved ground elevations.

- 5.4.2 Building Type and Dimension: No building shall be erected, altered, placed, or permitted to remain on any lot other than a detached single-family dwelling meeting the following minimum air-conditioned square footage standards (exclusive of open or screened porches, terraces, or garages):
- a. A minimum of eighteen hundred (1,800) square feet of area is required in a two-bedroom house, and a minimum of two thousand (2,000) square feet in a three-bedroom house;
 - b. A minimum of fifteen hundred (1,500) square feet on the ground floor, in a two-story dwelling is required;
 - c. A minimum of thirty-five hundred (3,500) square feet is required on all oceanfront lots.
- 5.4.3 Out-buildings: No subordinate or ancillary structure whether attached to or detached from the primary structure is permitted except a non-residential poolside cabana or bathhouse which may be allowed on a case by case basis if determined to be architecturally and functionally significant and consistent with the primary structure. It must permanent in nature and built with materials complimentary to the primary structure and comply with all building codes.
- 5.5 Garages. An automobile garage shall be enclosed and may not be converted to any other use. Carports shall not be permitted. All garages shall have a minimum inside width of twenty-two (22) feet and a minimum inside depth of twenty (20) feet.
- 5.6 Architectural Components.
- 5.6.1 Door/Entrances: Entryways should be highly detailed and should make an architectural statement. Double doors with paned glass treatments set into landscape entry courts are preferred.
- 5.6.2 Shutters: Louvered shutters are acceptable. Louvered, panel-over-panel, or board-over-batten shutters are acceptable with appropriate ARC approval. Color shall be approved by the ARC. Storm shutters are permitted with the approval of the ARC.
- 5.6.3 Frieze Boards: All dwelling shall have exterior frieze boards not less than six (6) inches and preferably eight (8) inches or more in width.
- 5.6.4 Vinyl or Aluminum soffits or fascia are not allowed.
- 5.6.5 Exterior Flashings, Vents and Metal Work: All exterior flashing and metal work shall be of copper. No plumbing vents, exhaust fans, or similar items of equipment are to protrude through the roof on the front side of the roof, and shall not be seen from the street. Any aluminum ridge vents must be covered with copper flashing. All plumbing vents or stacks protruding through the roof shall be to code.
- 5.7 Exterior Equipment. All exterior equipment (such as air conditioning units and pool pumps) must be concealed from view of the road and the adjoining property whether the property is currently developed or not. This can be accomplished with either landscaping material or appropriate enclosure.

- 5.8 Mailboxes. All mailboxes and paper boxes shall be of one design throughout the entire development, black or verdigris in color, with a natural wood or composite material for a post and must be maintained at all times. Approval from the ARC is mandatory and minor deviations may be considered.
- 5.9 Solar Devices. A property owner may not be denied permission to install solar collectors or other energy devices based on renewable resources by any entity granted the power or right in any deed restriction, covenant, or similar binding agreement to approve, forbid, control, or direct alteration of property with respect to residential dwellings not exceeding three stories in height. The ARC shall determine the specific location where solar collectors may be installed on the roof within an orientation to the south or within 45 degrees east or west of due south provided that such determination does not impair the effective operation of the solar collectors.
- 5.10 Driveways and Walkways. All Dwellings shall have driveways and walkways. Driveways shall be at least eighteen (18) feet in width at the entrance of garage. All exterior walks must be a minimum in width of four (4) feet and a composition compatible with surrounding dwellings, porches, and patios. Driveways and walks shall be of one of the following materials:
- a. A Frozen Chattahoochee (Chattahoochee set in concrete and not epoxy).
 - b. A paving process and material to be used and installed using the "Bomanite System" as an example only. Detailed specifications, material design and color proposed must be submitted to the ARC for specific approval.
 - c. Pavers: detailed material specifications, design, and color proposed must be submitted to the ARC for specific approval.
- 5.11 Residential Interiors.
- 5.11.1 Windows: All windows and sliding glass doors (including fixed panels) are to be to code and must be submitted to the ARC for review. No window or wall air conditioning units shall be permitted.
- 5.11.2 Fireplaces and Chimneys: All fireplaces and chimneys shall be of a masonry construction and the chimney shall be lined with a vitrified clay flue liner. No metal or prefabricated fireplace units or chimneys shall be permitted. The chimney may be constructed of brick or stone. Wood may be used to clad the masonry chimney on the exterior of the dwelling. If block is used, it shall be coated with cement or stucco in sufficient thickness to conceal the mortar lines between the blocks after it is dried.

SECTION 6 – Site Landscaping

- 6.1 Design Percept. It is important in preparing a landscape plan to consider each lot and house to be constructed a unique undertaking. Each lot and house will have landscape requirements differing from one house and its site to its neighbors and to Seagrove as a whole.

The plan, therefore, should develop a quality of landscaping that will retain and continue the overall neighborhood landscape standards in a harmonious blend from site to site. The plan must enhance the aesthetic qualities of Seagrove by maintaining the continuity of the existing landscape on adjacent or nearby developed lots.

All landscape plans must be designed to blend house lots into the neighborhood. The effect of landscaping shall not be to simply box in or frame the house. The intent to be kept in mind is that each landscape plan will become an integral part of the continuous flow of landscaping in Seagrove. Any abrupt breaks of dissimilarity in the existing "flow" that will adversely affect the pleasing, visual appearance of Seagrove is to be avoided.

6.2 Landscape Development Standards (General).

6.2.1 The Plan

- a. Landscape Architect: A landscape plan prepared, signed, and sealed by a registered Florida Landscape Architect and a digital copy shall be attached to and submitted to the ARC along with the homeowner's house building plans.
- b. Plans Detail: A description of the planting materials must be on the plan. The plan must show tree positions, tree measurement (height, spread, and caliper), lot contouring, fill dirt and elevation, and perimeter planting.
- c. Green Fences: Any plants, trees, or shrubs used to define a property line shall be of mature growth, and planted within enough distance of each other to insure maximum growth and fullness and meet the criterion as further described herein.
- d. Typical Plantings: Landscaping material shall be of mature size and selected from native, indigenous species, which are especially drought, freeze, and salt resistant.
- e. All plant materials must be Florida #1 or better.
- f. The minimum plant size for any shrub must be three (3) gallon pot. However, minimum dimensions for this three-gallon pot or shrubs are also required.

6.2.2 Trees: Tree Requirements

- a. Shade trees on each lot are a requirement. Each lot shall have:
 1. A minimum of four (4) large shade trees per each 5,000 square feet of property.
 2. No more than fifty (50) percent of said trees may be palms (exceptions made for lots which already have numerous existing palms, or for ocean lots where excessive wind and salt may inhibit the growth of some hardwood species).
 3. Each hardwood species shall have a minimum of 4 ½ inch caliper DBH (diameter at breast height).
 4. Planting of adequately sized (12-foot minimum) trees is encourage for variety.
 5. Any lots having existing shade trees shall receive credit toward the previously mentioned requirements provided the builder does not

remove or destroy the same. The owner shall site his home on the lot in order to maximize the preservation of existing trees.

b. Tree Removal

1. A tree survey is required as a part of the design development submittal.
2. Existing trees larger than two (2) inches in diameter at one (1) foot above the natural grade shall not be cut or removed without the approval of the ARC.
3. No cutting or clearing of any trees or shrubs shall be permitted on any lot prior to the approval of plans for that lot by the ARC.

c. Palm Trees. Any palm tree that has to be moved for the construction of a dwelling shall be replanted or replaced on the same lot and properly maintained in accordance with sound nursery practices. Trees not surviving this relocation must be replaced by a tree of equal size and species.

6.2.3 Sodding: The sod shall be of the St. Augustine – Floratam grass variety, and no other type shall be permitted.

6.2.4 Corner Lots:

- a. In landscaping corner lots, no fences, walls, building or shrubs planted thereon shall block or obstruct Sight Distance Lines at an intersection. Sight lines are to be protected by an area formed by the street lines, and the line connecting the street lines at points thirty-five (35) feet from the intersection of the street lines or, in the case of a rounded corner, from the edge of the driveway.
- b. No trees shall be permitted to remain within such distance of said intersection unless the foliage line is maintained at a sufficient height to prevent obstruction of the sight lines. Trees that have to be moved to comply with this criterion must be replanted elsewhere on the same lot.

6.2.5 Mulching: All planting beds should be clearly defined and mulching is encouraged for good plant growth. Cypress or Maleluka mulch is recommended. Rock may be used as an alternative to mulch.

6.2.6 Irrigation: All lots are required to have installed a standard underground sprinkler system. This sprinkler system shall be of sufficient size and capacity to irrigate all sodded and/or landscaped areas, and must be maintained in good working order at all times.

If necessary, all well water for irrigation must be chemically treated to remove iron from the water so as to prevent iron or rust staining.

The entire lot, including that portion between the street pavement and the right-of-way line, must be irrigated and maintained.

6.2.7 Artificial Vegetation: No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any lot.

- 6.2.8 Final approval: The ARC is empowered to reserve final approval until all of the landscape material has been planted. The ARC reserves the right to request additional shrubs, plants and/or trees if, upon inspection, it is deemed necessary.

SECTION 7 - Miscellaneous

- 7.1 Contractor Rules. All contractors are subject to the Contractor Requirements, Rules and Regulations (reference ATTACHMENT – PLANS APPROVAL PACKAGE, Item G) as promulgated by the Board of Directors. Attention is directed to the information stated below and to Rules and Regulations--Work Time Restrictions.

Except for work performed by owners or residents, maintenance or service work inside or outside of buildings is not permitted before 7:30 a.m., after 5:00 p.m. on weekdays, or at any time on Saturday or Sunday, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day or Christmas Day. An exception to this regulation may be granted when such work is required due to an emergency or inclement weather, or other conditions, where the delay of work would cause damage or undue hardship.

If a series of rainy days have occurred during a workweek, lawn and pool service personnel may be permitted to enter Seagrove between the hours of 7:30 a.m. and noon on Saturday to "catch up" on their work schedules.

No contractor work is permitted at any time on Saturday, Sundays or the above holidays. All Contractors' personnel must be off the property by 5:00 p.m. All contractor equipment shall be removed at the end of work on Friday, except for portable toilets and dumpsters or other trash containers (which must be covered at all times).

- 7.2 Signs. No sign of any kind shall be displayed to the public view on any lot except for sign displaying the words "OPEN HOUSE" (together with the name of the real estate company), Notice of Commencement of Construction, or the Construction Permit. The "OPEN HOUSE" sign shall not exceed four (4) square feet, and may be displayed only during the time the homeowner or his designated representative is in attendance. No signs are permitted on A1A at the entrance to Seagrove Oceanside Subdivision.
- 7.3 Maintenance of Property. Undeveloped lots must be mowed monthly and kept in neat condition at all times. No weeds, underbrush, or other unsightly growth shall be permitted to grow or remain upon any lot and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon.
- 7.4 Trash Containers. No lot shall be used or maintained as a dumping ground for rubbish, trash, or other waste. All trash, garbage, and other waste shall be kept in sanitary containers and, except during pick-up days, if required to be placed at the curb, all containers shall be kept within a garage or an enclosure approved by the ARC. No owner or Contractor shall be permitted to burn any type of trash or construction material on any lot at any time.

ATTACHMENT

PLANS APPROVAL PACKAGE SUMMARY

SEAGROVE PROPERTY OWNERS ASSOCIATION, INC

DATE: _____

FROM: Seagrove Oceanside Architectural Review Committee

TO: _____

Enclosed is a Plans Approval Package (reference Seagrove Property Owners Association, Inc. Architectural Review Criteria Section 3.3, plus other Sections), including:

- A. Fee and Expense Assessments (Section 1.6 – Architectural Review Criteria)
- B. Approval Process – Architectural Review Committee
- C. New Home Construction (Section 3)
 - 1) Application For Review (New Home Construction)
 - 2) Material Submittal Form to Architectural Review Committee
 - 3a) Plans Approval Procedure
 - 3b) Approval Procedure Flow Chart
 - 4) Seagrove Plans specification Check List
- D. Home Improvements (Section 2)
 - 1) Application For Home Improvements
 - 2) Paint Application Data
- E. Seagrove Plans Approval Appeal Procedure
- F. Agreement To Comply (Section 4.12)
 - 1) By Home Owner (Notarized)
 - 2) By Project Contractor (Notarized)
- G. Contractor Requirements, Rules and Regulations (Latest Amendment)
- H. Compatible Landscaping Along A1A
- I. Landscaping (Checklist)
- J. Certificate of Compliance (reference Seagrove Oceanside Architectural Review Criteria SECTION 4.16)

Special requirements to note:

- 1. Project Contractor/Architect detailed Specification List must be included with Seagrove Plans Specification Checklist (Item C.4), above)
- 2. Paint Application Data (Item D.2), above) requires paint sample affixed to form application and actual paint applied to small plank.
- 3. Landscape Plan must include plant list (units, size and total)

Recommendations:

It is recommended that Owner and their Architect and/or Project contractor request a preliminary meeting with the Architectural Review Committee (ARC) early in the design and planning process, while plans are tentative and preliminary. Minimum formal documents required for this meeting are preliminary site plans and elevations (three (3) copies). Please be prepared to discuss all other relevant criteria. You may provide as much of other required material at the meeting as you deem necessary.

Architectural Review Process
FEE AND EXPENSE ASSESSMENTS

1. The Association shall charge each Applicant a fee for review of plans and specifications and, in addition, shall be reimbursed by the Applicant for all reasonable and customary costs to professionally review of plans and specifications and for all other reasonable costs incurred by the ARC in the review process;
2. The Non-Refundable Fee is charged for professional review of plans and specifications. This fee is due upon submission of Design Development Drawings for review/approval;
3. Refundable deposits are also assessed against the Lot owner and/or Project Contractor to assure compliance with Seagrove Architectural Review Criteria and Declaration of Rules and Regulations (as may be amended from time to time). In the event review/approval of multiple submittals of plans and specifications by the Lot Owner/Architect, the additional costs will be deducted from the Refundable Deposit(s). Additionally, the Refundable Deposit may be retained should the Lot Owner or Project contractor fail to comply with the aforementioned Architectural Review Criteria and Declaration of Rules and Regulations. Refundable deposits are due upon submittal of Design Development Drawings for review/approval;
4. The Board of Directors has established a fee of \$100.00 per day following notice, in writing, to Lot Owner or Contractor for failure to comply with the Seagrove Architectural Review Criteria and Declaration of Rules and Regulations;
5. Lot Owner and Project Contractor are directed to Sections 1.6, 1.7 and 1.8 of the aforementioned Architectural Review Criteria related to Costs of Review, Limitation of Liability and Relationship of Guidelines to Development Regulations.

1. Home Improvements/Major Improvements

Minor Improvements (SECTION 2) – nature of the proposed exterior work is consistent with the existing style of the home or adjacent homes (painting, repairs/replacement, roof, siding, fencing, etc., replacement of landscaping, addition of fencing).

No Fee or Deposit Required

Major Improvements (SECTION 3) – work which will alter the existing architectural style of the home (such as the addition of a second story, addition of room(s), replacement of existing windows which materially alter appearance, addition of swimming pool, or interior changes which do not comply with present Architectural Review Criteria)

No Non Refundable Fee Required

\$1,500 Refundable Deposit payable to:

Seagrove Property Owners Association, Inc.

(Note: Paragraph 3 above)

Fee and Expense Assessments – (Continued)

2. New Home Construction (SECTION 3):

\$500 Non-Refundable Fee payable to:
Seagrove Property Owners Association, Inc.
(Note: Paragraph 2 above)
\$5,000 Refundable Deposit by Lot Owner
payable to:
Seagrove Property Owners Association, Inc.
(Note: Paragraph 3 above)
\$5,000 Refundable Deposit by Project
Contractor payable to:
Seagrove Property Owners Association, Inc.
(Note: Paragraph 3 above)

3. Non-Compliance with Seagrove Architectural Review Criteria and Declaration of Rules and Regulations.

\$100.00 per day following written notification
of non-compliance.

APPROVAL PROCESS – ARCHITECTURAL REVIEW COMMITTEE

SECTIONS 2 AND 3 – Application Procedure of the Seagrove Architectural Review Criteria and Declaration of Rules and Regulations addresses the steps required to perform home improvements, major modifications and to construct new homes.

1. Home Improvements (Reference SECTION 2 of the Architectural Review Criteria)

Procedure:

- Home Owner obtains Form (reference PAP Item D.1) – APPLICATION FOR HOME IMPROVEMENTS at Gate House
- Complete and submit Application, with any necessary attachments, to Gate House for forwarding to the ARC
- Chairman, the ARC, and/or Committee review and discuss with Applicant or Contractor, if necessary
- If Application satisfies criteria, the ARC may verbally approve the improvements to the Owner prior to signing the Application
- A member of the ARC signs, approving the APPLICATION, and leaves a copy at Gate House for Applicant to pick up (or delivers copy to Owner's residence).

2. New Home Construction/Major Modifications – Reference SECTION 3 of Architectural Review Criteria.

The Seagrove Property Owners Association, Inc., retains both Home and landscape Architects to support the ARC in review of new home construction to assure standards satisfy the Architectural Review Criteria established for the community.

PAP Items C.1 through C.4 outline the process flow from the initiation of a request to build through the final inspection by the Seagrove Architect and the ARC.

PAP Items E through J provide the guidance for submittal of required documents necessary for approvals, Appeal Process and Issuance of CERTIFICATE OF COMPLIANCE approved by the Board of Directors of The Seagrove Property Owners Association, Inc. and signed and sealed by the Chairman of the ARC.

ATTACHMENT
PLANS APPROVAL PACKAGE
ITEM C.1

TO: *Architectural Review Committee*

APPLICATION FOR REVIEW
NEW HOME CONSTRUCTION/MAJOR MODIFICATIONS

OWNER(S) BLOCK _____ PARCEL _____ DATE _____
Name _____
Address _____
Telephone _____
ARCHITECT/PLANNER Name _____
Address _____
Telephone _____
BUILDER Name _____
Address _____
Telephone _____

Requesting the Following Review:

Schematic Design Plans ()
Design Development Plans ()
Construction Plans ()

REMARK: _____

Submitted By: _____
Title: _____
Date: _____

ACTION BY COMMITTEE:

() APPROVAL
() DISAPPROVAL
() APPROVAL SUBJECT TO CONDITIONS (SEE ATTACHED)
() INCOMPLETE, SEE BELOW

ITEMS/INFO NEEDED: _____

BY: _____
TITLE: _____
DATE: _____
PAGE: _____

ATTACHMENT
PLANS APPROVAL PACKAGE
ITEM C.2

To: Seagrove Architectural Review Committee

From:

Owner: _____ Block: _____ Lot: _____

Contractor: _____

We are hereby enclosing the following information for review and approval as required by the Architectural Review Committee in accordance with the requirements set forth in Section B, Architectural Review Criteria of the Declaration of Covenants and Restrictions for Seagrove Subdivision (North) and (South).

We understand that failure to comply with all the criteria set forth will result in a delay in said approvals.

We further understand that any modifications or changes to the original approved plans must be requested in writing. All of the below documentation must be approved before a permit is granted.

	ITEM	SUBMITTED	APPROVED
	Review and Processing fee \$500 Non-Refundable		
	Security Deposit – Lot Owner \$5,000		
	Security Deposit – Contractor \$5,000		
	Site Plan – 1 Set (1 Sealed) 1 Digital		
	Floor Plan – 1 Set (1 Sealed) 1 Digital		
	Elevations – 1 Set (1 Sealed) 1 Digital		
	Building Specifications Sheet(s) – 1 Set (1 Sealed) 1 Digital		
	Landscaping – 1 Set (1 Sealed) 1 Digital		
	Exterior Materials - Samples		
	Exterior Paint Colors - Samples		
	Notarized Agreement to Comply (Lot Owner)		
	Notarized Agreement to Comply (Contractor)		
	Copy of Contractor's License		
	Certificate of Insurance (Lot Owner)		
	Certificate of Insurance (Contractor)		
	Copy of Deed		
	Copy of County Building Permit		
	Experience Resume and References – Contractor		

Signed: _____ Date: _____

PLANS APPROVAL PROCEDURE

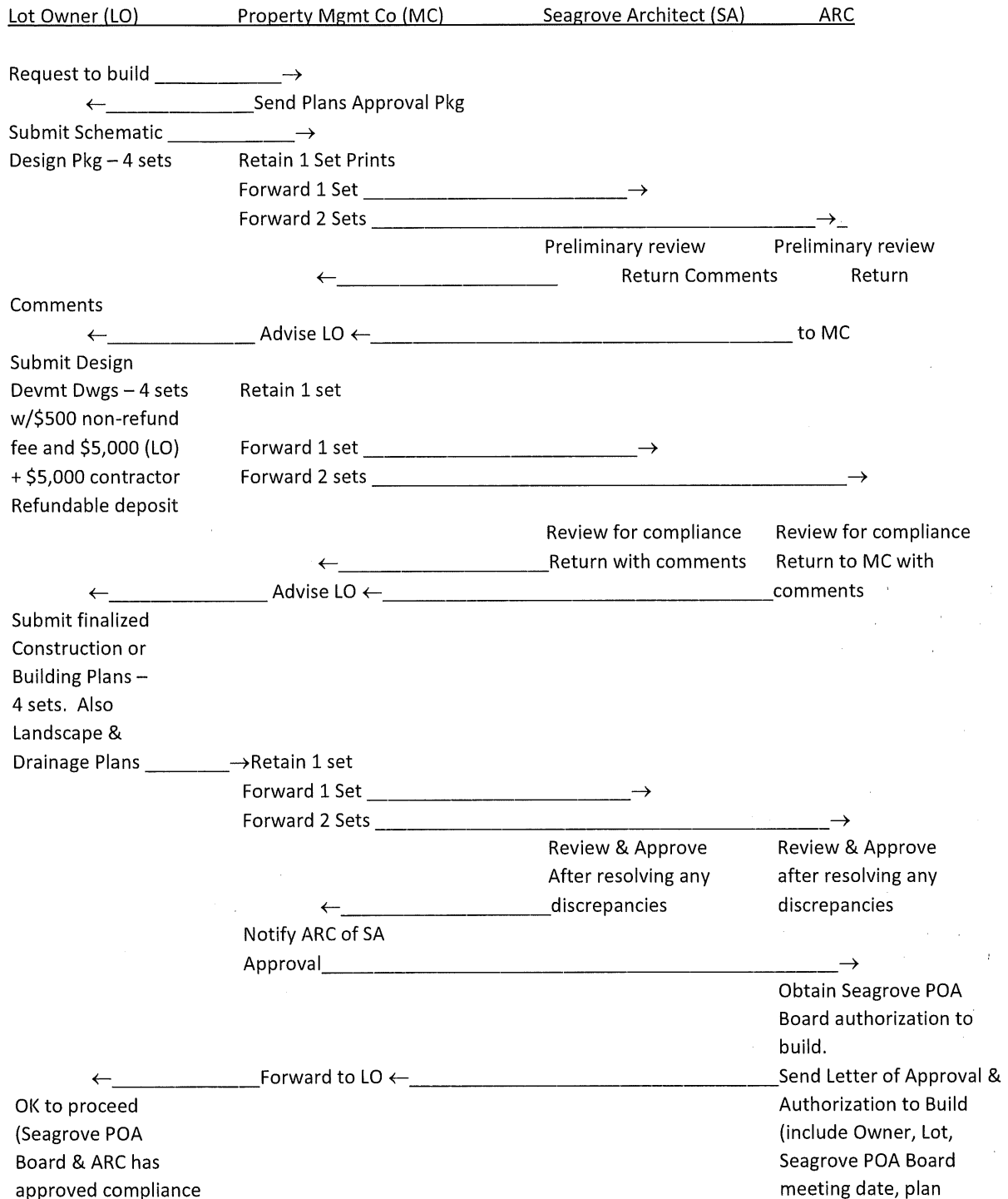
1. File completed Application for New Home Construction/Major Modifications with the Architectural Review Committee (ARC)
 - A. One (1) set sealed by a Registered Florida Architect and one (1) digital.
 - B. One (1) set sealed by a Registered Florida Landscape Architect and one (1) digital.

NOTE: All plans must adhere to State and County Codes, Regulations and Ordinances, as well as, those designated in Exhibit B - Architectural Planning Criteria recorded in the Office of Records of Indian River County - The Seagrove Property Owners Association, Inc.
2. Applicant must appear before the ARC to submit formal application and plans for review.
 - A. Informal, preliminary application and sealed plans must be submitted to the ARC a minimum of twenty (20) working days before the requested review appointment.
 - B. The Lot Owner and/or Plans Architect must present the Application and be present at the hearing.
 - C. In the event the property is being developed by a Builder for speculative sales, then the presentation must be by the Plans Architect.
3. The ARC will render its final decision within thirty (30) days after the receipt of the formal application and plans, and after the official meeting of the ARC has been held to review the plans.
4. A copy of County and State (if required) Building Permits must be presented to the ARC before any site preparation or construction may begin.
5. The Lot Owner agrees to provide to the ARC and/or its Consultant access to the property for the purpose of inspection and enforcing compliance with the required building specifications and conditional on those plans as approved by the ARC.
6. The ARC will make a final inspection of the Applicants property at about the same time as a Certificate of Occupancy is issued. The Applicant will prove the ARC with the copy of the Certificate of Occupancy.
7. By written request of Applicant, the Chairman of the ARC may, at his discretion, call a SPECIAL MEETING of the ARC (a quorum is necessary) to consider an application. All other conditions of the Application Procedure must be met.
8. Following completion of all construction activities, satisfaction of any outstanding concerns, final inspection and submittal of a copy of Certificate of Occupancy issued by the Indian River County to the ARC Chairman, a Certificate of Compliance, signed and sealed, will be issued permitting Owner to Occupy the residence. The Owner shall not occupy the residence prior to the issuance of a Certificate of Compliance. Prior occupancy will be a violation of the Seagrove Architectural Review Criteria, may result in a fee being assessed and a lien being placed upon the property.

ATTACHMENT
PLANS APPROVAL PACKAGE
ITEM C.3b

Seagrove (Oceanside)

APPROVAL PROCEDURE – NEW HOME CONSTRUCTION



w/Architectural
Review Criteria

numbers, stamp and
initial, date)

APPROVAL PROCEDURE – NEW HOME CONSTRUCTION – Continued –

Lot Owner (LO)	Property Mgmt Co (MC)	Seagrove Architect (SA)	ARC
Owner or Contractor Advise MC when ready for inspection.		Perform two inspections 1. Prior to drywall 2. Final of completed building and landscaping.	Make periodic walk-throughs and inspections To assure compliance. Resolve any discrepancies. Chairmen of the ARC and/or delegates accompany SA on final inspection. Send Certificate of Compliance to LO with Instructions regarding Refundable deposits
<hr/>			
Owner may occupy Residence.			

SEAGROVE PLANS SPECIFICATION CHECKLIST
(Attach to construction Plans Submittal)

Date: _____

Block _____ Lot _____ Owner _____ Builder _____

Project Architect _____ Review Architect _____

1. Plans Review	Yes	No	Remarks
A. House Plans ¼" = 1.0'	_____	_____	_____
B. Site Plans 1" = 10.0'	_____	_____	_____
C. Prepared, signed and sealed By a Florida Licensed Arch	_____	_____	_____
D. Plot Plan			
1. Building "Set Back Lines	_____	_____	_____
2. Easements	_____	_____	_____
3. Driveways	_____	_____	_____
4. Walks	_____	_____	_____
5. Swimming Pool	_____	_____	_____
6. Patios	_____	_____	_____
7. Existing Grades	_____	_____	_____
8. Finish Grades	_____	_____	_____
E. Foundation Plan	_____	_____	_____
F. Floor Plans	_____	_____	_____
G. Elevations (all sides)	_____	_____	_____
2. Single Family Dwelling (detail)			
A. 2 Bedroom – 1800 S.F. Min	_____	_____	_____
B. 3 Bedroom – 2000 S.F. Min	_____	_____	_____
C. Two-Story (Ground 1,500 S.F. Min)	_____	_____	_____
D. Waterfront – 3500 S.F. Min (Screened Enclosures, patios and garages excluded)	_____	_____	_____
E. Garage – Min 2 Cars/Max 4 Cars			
1. Min 22' W x 20' D (Inside Dimensions)	_____	_____	_____
2. Electric Door Operator(s)	_____	_____	_____

	Yes	No	Remarks
F. Ground Floor Elevations (18" above road crown/24" max)	_____	_____	_____
G. Roof Height (Max 35' above highest point)	_____	_____	_____
3. Building Materials (Sample to be submitted)			
A. Roofing			
1. Red Cedar Split Shakes	_____	_____	_____
2. Cedarlite Cement Tile	_____	_____	_____
3. Firefree Cement Tile	_____	_____	_____
4. Concrete Tile	_____	_____	_____
5. Country Manor or Rustic Shake	_____	_____	_____
B. Siding			
1. Red Cedar	_____	_____	_____
2. Hardi Plank (Shake Surface Texture)	_____	_____	_____
3. Concrete Block/Stucco (none exposed)	_____	_____	_____
C. Paint Samples (Exterior walls, Doors, trim, shutters)	_____	_____	_____
4. Existing Tree Review			
A. None "unnecessarily" disturbed	_____	_____	_____
B. Position of home to preserve trees	_____	_____	_____
C. Palm relocated same lot	_____	_____	_____
5. Roof			_____
A. Pitch – 5" in 12" min	_____	_____	_____
B. Overhand – 24" – 36"	_____	_____	_____
6. Exterior Flashing/Metal Work			
A. Copper	_____	_____	_____
7. Plumbing Vents, Exhaust Fans, Etc			
A. Rear of Roof	_____	_____	_____
B. Not Seen From Street	_____	_____	_____
8. Driveways/Walkways			
A. Driveway			
1. Chattahoochee set in concrete	_____	_____	_____
2. Brick pavers (submit sample)	_____	_____	_____
3. "Bormanite System" paving process	_____	_____	_____
B. Walkways – 4' Min width	_____	_____	_____
C. Walkways – compatible material	_____	_____	_____
D. Sufficient size (all planted/sodded areas.	_____	_____	_____
9. Swimming Pool (Separate Plan)	_____	_____	_____

	Yes	No	Remarks
10. Sprinkler System (Separate Plan)			
A. Entire lot irrigated (inc ROW)			
B. Sufficient size (all plants/sodded areas)			
C. No rust stains (from well water)			
11. Landscaping/Sodding/Trees			
A. Separate Review			
B. Sod – St Augustine			
12. Exterior Equipment – Concealed			
13. Fences			
A. Separate Plan Approval			
B. See Fence Plan/Specs			
14. Mailbox – Seagrove Style and Finish			
15. Utility Connections – Underground			
16. Trash Enclosure – Included in Bldg Plan			
17. Windows/Glass Doors			
A. Double Pane Glass			
B. Wood Construction clad in metal or vinyl			
18. Frieze Boards			
A. 8" Wide			
B. Soffit and Fascia Treatment			
19. Exterior Walls (Wood Framed House)			
A. Sheathing of Typical House construction applied to studs before installation of exterior siding			
B. Siding of Quality Cedar, fir or Redwood			
C. Stucco Over Wire lath over Felt Paper Over ½" Plywood Sub Sheathing			
20. Fireplaces			
A. Masonry Construction			
B. Vitrified Clay Flue Liner			
21. Antennas – Satellite Dishes			
22. Stairways (No Exterior)			
23. Pre-Wiring (Required)			
A. Security System			
B. Telephone			
C. Cablevision			
24. Outside Light			
A. Post Lamp w/Solar Sensor			
B. Other/Buffered			
1. Review for Approval			

Construction must adhere to the Seagrove covenants and these Architectural Review Criteria. The dwelling shall be harmonious in design, location, grade, color plan and aesthetic detailing expected in this community. This Specification Checklist is attached to the permit plans and becomes a part of that approved plan. This Specification Checklist may be amended by the ARC as it deems fit.

Any construction not conforming to the approve plans and specifications may be stopped by the ARC and further work on the job will cease until the work has been corrected, so at to conform with approved plans and specifications.

APPLICATION FOR HOME IMPROVEMENT – MINOR MODIFICATIONS

To: Seagrove Architectural Review Committee

FROM:

OWNER _____ BLOCK _____ LOT _____

ADDRESS _____

TYPE OF IMPROVEMENT

HOUSE _____ FENCE _____

SWIMMING POOL _____ SCREEN ENCLOSURE _____

EXTERIOR MATERIALS _____ EXTERIOR COLORS _____

LANDSCAPE _____ OTHER _____

NOTE: Sample of color, material, or renderings and dimensional drawings (height, width, length, elevations, setbacks) must be submitted where applicable to above.

Architectural Review Committee

Please be advised that we are requesting review and approval of the indicated home improvement(s) on the above-captioned property.

We understand that this request must conform to the Architectural Criteria as set forth in Exhibit B of the Declaration of Covenants and Restrictions for Seagrove and are enclosing the following documents and/or materials in compliance with same.

We also understand that the project must be completed within six (6) months of approval, or the application will be deemed expired and a new application required.

DATE: _____ SIGNATURE: _____

ARCHITECTURAL REVIEW COMMITTEE APPROVAL COMMENT APPROVAL/DISAPPROVAL/COMMENTS:

DATE: _____ SIGNATURE: _____

Architectural Review Committee

SEAGROVE PLANS APPROVAL APPEAL PROCEDURE

If the Applicant is not satisfied with the final decision as rendered by the Architectural Review Committee, the applicant may, within sixty (60) days of the date of the meeting appeal to the Seagrove Board of Directors.

- A. The appeal application shall be filed in writing with the Secretary of the Association.
- B. The appeal must be submitted at least thirty (30) days prior to the requested hearing date. The applicant should delineate in writing his reasons for appealing the Architectural Review Committee decision with emphasis on specific hardship that may be incurred as a result of the decision. Hardship does not include financial considerations.
- C. Appeals will be heard at a monthly Board of Directors meeting, unless at the discretion of the Board, it is necessary to postpone the Applicant's appeal. A postponement will only result because of extreme and/or unusual circumstances as determined by the Board of Directors.
- D. There is no further appeal beyond the Board of Directors.

AGREEMENT TO COMPLY

BLOCK _____ LOT _____

TO: *Seagrove Property Owners Association, Inc.*

FROM: _____ CONTRACTOR LICENSE NO _____
NEW CONSTRUCTION _____ HOME IMPROVEMENT _____
HOUSE _____ EXTERIOR MATERIALS _____
POOL _____ EXTERIOR COLORS _____
SCREEN –ENCLOSURE _____ LANDSCAPING _____
FENCE _____ OTHER _____
ADDITIONAL COMMENTS _____

I, _____, Owner and/or Project Contractor, being first duly sworn and under oath, acknowledge that I have received and read Seagrove Property Owners Association, Inc., Architectural Review Criteria and Declaration of Rules and Regulations. I further acknowledge that it is my duty and responsibility to make certain that the subject residential improvements comply with and conform to the said Architectural Review Criteria and Declaration of Covenants and Restrictions and Rules & Regulations. I understand that the ARC approval of work or plans does not relieve me of any duty to comply and any such approval will not constitute an exception to the documents of Seagrove Property Owners Association, Inc.

I understand and agree that I must utilize the services of a Certified Architect/General Contractor and all contractors, material men and laborers must adhere to the Declaration of Covenants and Restrictions. Architectural Review Criteria, and Rules and Regulations promulgated by the Board of Directors of the Seagrove Property Owners Association, Inc. I further agree that in the event of any violation of these documents or in the event that I fail to construct such improvements in accordance with approvals granted by the ARC, I will cause construction to be discontinued until such violation or non-compliance has been corrected.

I grant permission to the ARC or its representative to inspect the subject project on the property at such reasonable time and manner as to insure compliance with the Architectural Review Criteria, Declaration of Covenants and Restrictions, and Rules and Regulations.

I agree to make any required changes, when required by the ARC regardless of cost to bring the improvement into compliance with Seagrove Property Owners Association, Inc. Architectural Review Criteria, Declaration of Covenants and Restrictions, and Rules and Regulations and the conditions of approval.

I understand failure to comply could result in the imposition of a fine of \$100.00 per day from the date of notice until the violation is corrected or corrective work is underway to the satisfaction of the ARC. The fine imposed may be reduced to a lien against the property on which the violation exists.

Witness my hand and official seal
In the State of Florida, County of Indian River
This _____ day of _____, _____

Owner and/or Project Contractor

CONTRACTOR REQUIREMENTS RULES AND REGULATIONS

1. All builders or contractors will receive a copy of the Seagrove Property Owner's Association, Inc. Architectural Review Criteria prior to submission of any plans to the ARC.
2. All builders or contractors must be licensed in Indian River County and be approved by the Seagrove Board of Directors. This approval may be determined by a reasonable request for references, work experience and a copy of pertinent licenses.
3. All builders or contractors to be involved in new home construction will be required to complete the Application for Review – New Home Construction. Contractors involved in home improvement will be required to complete the Application for Home Improvement. All of the information requested must be provided. Failure to comply could delay approval by the ARC. Contractors will be advised in writing of said approval.
4. When builder or contractor has been notified of approval by the ARC of the Application for New Home Construction or Home Improvement, said builder(s) or contractor(s) are required to advise the ARC and the Gate House (231-5278) of the approximate starting date of work and the estimated completion date. No work will be permitted to start before the notification.
5. Prior to the start of construction all builders or contractors must submit to the Gate House a written list of all subcontractors associated with a specific job. Further, the Gate House must be advised by the builder or contractor of any changes in previously submitted information. Unauthorized Individuals/employees will not be admitted into the Seagrove (Oceanside) Subdivision.
6. Builders or contractors are solely responsible for their employees, subcontractors and materialmen. Individuals not employed by a builder or contractor (relative, friend, etc.) and animals belonging to a builder, contractor, or their employees are not permitted access to Seagrove (Oceanside's) property.
7. No work inside or outside the building or construction site is permitted before 7:30 AM or after 5:00 PM on weekdays, or at any time on Saturday or Sunday, Christmas Day, New Years, Day, President's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day or Thanksgiving Day. All contractor personnel must be off the property promptly by 5:00 PM. No truck deliveries of any kind are permitted into Seagrove (Oceanside) subdivision after 5:00 PM on any day.
8. No loud music will be permitted.

9. All builders, contractors and their employees, subcontractors and materialmen are required to strictly adhere to the 15 MPH maximum speed limit while operating vehicles within the Subdivision and to strictly comply with all traffic control devices and stop signs.
10. All builders, contractors and their employees, subcontractors and material men must avoid blocking mail boxes to U.S. Postal delivery service (a federal offense) and the ingress or egress of any private residence or street in the Seagrove Community.
11. No signs (builders, contractors, subcontractors or materialmen) may be displayed on any lot during the course of construction. Any signs posted will be removed and the builder, contractor or subcontractor may be assessed a fine of \$100 for each violation and/or denied permission into the Subdivision.
12. A clean and orderly job site must be maintained at all times both inside and outside the home/property. contractors are responsible for removing their refuse from the construction site. Refuse must be placed in covered containers. No dumping is allowed on any adjoining lot. Dumpsters or other containers are permitted; however, these containers must be covered when not inserting refuse and removed and emptied when they are full. No materials which may produce objectionable odors are permitted in containers and must be removed from the jobsite daily. Portable toilets are permitted but must be shielded by a fence enclosure.
13. No open fire or burning of trash is permitted on any construction site.
14. Use of heavy vibrating tamping roller equipment is not permitted for compacting fill.
15. Concrete trucks will not be permitted in Seagrove after 2:00 PM.
16. All builders and contractors must strictly adhere to the Seagrove Declaration of Covenants and Restrictions, and are subject to the Rules and Regulations as promulgated by the Board of Directors. Failure to comply will result in the stoppage of all work on the construction site and will not be permitted to resume until the violation has been corrected.
17. Upon notification to the Architectural Review Committee of completion of contract work, an inspection will be initiated of common grounds (street, pavement, islands and shrubbery, etc.) to assess any damage to these areas by the builder or contractor as a result of construction activities. All builders or contractors will be responsible for any repairs to common areas resulting from the contracted work.

*SEAGROVE PROPERTY OWNERS ASSOCIATION INC.
COMPATIBLE LANDSCAPING ALONG A1A*

The Purpose

The owners of the lots, which back up to Route A1A will want to be sure that their privacy and home environment is enhanced through landscaping that meets those objectives. It is also mandatory that the landscaping blends with the Seagrove Common property and the State right-of-way, which joins the properties to the West. It is imperative that the design people visit the lot as much as needed so as to fully comprehend the natural and finished conditions in the development of a congruous landscape plan.

The Plan

Each homeowner and/or builder when preparing the landscaping plan should consider for that portion of the property the objectives as outline in "The Purpose". The following Architectural Review Criteria are to be utilized when developing the landscape plan for the properties.

- A. An aesthetic berm blended into the topography of the final landscaped grade. This berm must be so constructed that it does not inhibit the necessary drainage of the property or be detrimental for the retention and growth of the retained trees (i.e. Oaks). It should be harmonious with those berms of neighboring residences.
- B. Because Seagrove Property Owners Association, Inc. already has a fence in place, the objective is to eliminate the need for another wood fence, wall (with the exception of fences and walls in Architectural Review Criteria, SECTION 2, Paragraph 2.2) or any screening, other than landscaping. To attain that, a mature screen height of approximately eight (8) feet above the first floor level of the residence is the goal.
- C. The minimum total height of the plantings at installation is to be thirty-six (36) inches.
- D. In selecting the plants, it is most important to consider the amount of shade or sun conditions where the plants are to be located on the lot.

For Example: Viburnum Suspension (shade)
Viburnum Odor (Sun)

- E. Examples of plants to provide height and density are:
 - 1. Ligustrum
 - 2. Wax Myrtle
- F. So as to create density, it is important that the plantings be overlapped, staggered, have multiple rows, and/or whatever is necessary to create top-notch screening.
- G. The subject planted area is to be properly irrigated as a part of the total lot landscape plan.
- H. After plant installation, visual review – both from the privacy area of the residence and the visibility from A1A – is the determining factor in the final acceptance of the objective and the purpose of the landscaping.

*SEAGROVE PROPERTY OWNERS ASSOCIATION INC.
LANDSCAPING (CHECKLIST)*

Quality of landscaping is to be harmoniously blended from the site to site maintaining continuity and a continuous flow of landscaping. Consideration is to be given to the size of the lot and the aesthetics of the surrounding properties.

THE SEALED PLAN IS TO BE BY a Florida Landscape Architect and must be reviewed at the time that the construction plan is reviewed and approved.

- A. Incorporate Existing Natural Landscape
 - 1. Tree positions
 - 2. Tree Measurements (height, spread, caliper)
 - 3. Lot contouring
 - 4. Fill Dirt Elevation
 - 5. Perimeter Planting
- B. Plantings
 - 1. Shrubs and Ground Cover
 - 2. Description of Plant Materials (See Exhibit "B")
 - 3. Quality – Florida #1 or better.
- C. Shade Trees
 - 1. Four (4) Shade trees per 5,000 square feet property
 - 2. Palms (50% maximum)
 - 3. Hardwood Species
 - a. Minimum 4 ½" Caliper
 - b. 12' Minimum height
- D. Sprinkler System
 - 1. All Sodded Areas
 - 2. All Planted Areas
 - 3. Entire Plot to Road (including Right of Way)
 - 4. Eliminate Rust Staining
- E. Sod – St Augustine - Floratam Only
- F. Mulching – All Planting beds shall be clearly defined and mulched.

Final Approval – Upon Completion

Occupancy – Approval and Completion Before Permitted.

SEAGROVE PROPERTY OWNERS ASSOCIATION INC.

Certificate of Compliance

DATE: _____, 20____

The Board of Directors of the Seagrove Property Owners Association, Inc., acting upon the recommendation of the Architectural Review Committee confirms that the home located at:

_____, and built by:
_____, has been issued a Certificate of Occupancy by Indian River County and is in compliance with all Seagrove Subdivision Architectural Review Criteria but for those items which may be listed below.

In accordance with Architectural Review Criteria Section 4.16 – Final Approval Conditions, approval for residence is granted.

Respectfully,

Chairman, A.R.C.

Exceptions/Comments:

SEAL