

The River Mews Condominium Association

Architectural Review Process

River Mews owners who are planning a renovation to their unit, require the *approval of the ARC Committee and the Board prior to the commencement of work.*

Below are the items which require the Architectural Review Committee and Board approval:

- Removal or modification to interior or exterior walls
- Relocation of plumbing fixtures
- Replacement of exterior doors and windows
- Garage door replacement
- Installation of storm shutters, panels or screens
- Removal of swimming pool and/or changes to paved areas in Lanai
- Modifications to balconies

Submission of the completed Architectural Review Application with supporting documentation must be made to the management company, Elliott Merrill. Please allow adequate time for the committee to review and make their recommendation to the Board.

If your proposed renovation affects the original design of your unit as constructed by the development company, the "Alteration Agreement" with your signature witnessed by an Notary Public needs to be submitted with the Architectural Review Application.

If you have any questions regarding the completion of the required forms or the process, please contact Elliott Merrill.

February 4, 2020

The River Mews at The Moorings

Architectural Review Application

c/o Elliott Merrill Community Management
835 20th Place Vero Beach, FL 32960
Office - 772-569-9853 ~ Fax - 772-569-4300
Email to: Juliet@elliottmerrill.com

Date Submitted: _____

Applicant Name: _____

Address: _____

DayTime Phone: _____ Fax: _____ Email: _____

Expected Commencement Date: _____

Expected Completion Date: _____

Name of Contractor: _____

Please attach a description of the work to be completed. Include drawings and other supporting documentation to show the areas within your unit that are being affected. If replacing doors or windows, provide specifications for the proposed materials including the exterior finish and color. The more detail provided, the better.

The owner is ultimately responsible for any damage to association property such as but not limited to landscape, irrigation and roads and driveways caused by their contractor.

All contractors must be properly licensed and have at least \$1,000,000 of General Liability insurance coverage and \$500,000 for Worker's Compensation. A valid Certificate of Liability Insurance with The River Mews listed as Certificate Holder as "Additional Insured" is required to be on file with Elliott Merrill Community Management.

It is the owner's responsibility to ensure that their contractor is aware of the Rules & Regulations of The River Mews as they pertain to allowed days and hours of work, parking restrictions and responsibility for damage to association property. (The River Mews Contractor Rules attached.)

Note that all construction and improvements shall comply with county, state and federal building codes. Compliance with these regulations is the responsibility of the owner. This Architectural Review and approval of your application by the Board of Directors is not a review, nor an approval, for compliance with any county, state, federal building regulations. Building, electrical and plumbing permits may be required. Any determination as to the necessity of any permits is the responsibility of the homeowner. Obtaining necessary permits is the responsibility of the homeowner.

NOTWITHSTANDING THAT YOUR PROJECT MAY COMPLY WITH ALL APPLICABLE COUNTY, STATE AND FEDERAL BUILDING REGULATIONS, YOUR APPLICATION MUST STILL COMPLY WITH THE TERMS OF YOUR ASSOCIATION'S GOVERNING DOCUMENTS.

Changes to the proposed plan necessitated by permits or compliance with county, state or federal regulations, are subject to additional review(s) by the Board of Directors or the Architectural Review Committee.

Please submit this application to the Management Company at least forty-five (45) days prior to beginning your project. The association will do all it can to process your application in a timely manner so as not to impede the timely completion of your project.

If this is a request for a "material alternation" to your unit, the request is subject to the approval a majority of the owners at an Owner's Meeting. A material alteration is any change to the original design as constructed by the development company.

Signature of Owner: _____ Date _____

Buildings & ARC Committee Review Date: _____

Recommendation: _____

Architectural Review Decision by Board of Directors

<input type="checkbox"/> Approved	<input type="checkbox"/> Approved w/conditions	<input type="checkbox"/> Disapproved
Comments or conditions for approval: _____		

Signature: _____

Date: _____

THE RIVER MEWS CONTRACTOR RULES - 2019

The River Mews is one of only a few communities that allows construction work to take place any month of the year. We ask that you please respect the privacy and convenience of our homeowners. We are proud of our pristine premises and ask that you help us keep it that way.

- Hours of work are from 8 am until 5 pm Monday thru Friday. Access is not permitted before or after these hours.
- Quiet work may be performed on Saturdays from 9 am to 4 pm. The use of power tools, hammers, radios and other loud noises is not permitted.
- Noise must be marginalized. Music is not allowed outdoors. Loud music is not allowed indoors.
- Work on Sunday is only permitted in the case of an emergency.
 - Emergencies consist of malfunctioning air conditioners, garage doors, telephones, televisions, electrical, internet service and certain plumbing problems only.
- No more than two (2) work vehicles for each job site is permitted subject to Property Manager approval. Additional vehicles may park on Mooringline Drive or Regatta Drive. These workers may walk onto the property.
- Contractor vehicles, trailers and construction debris/garbage shall be removed at 5:00 pm.
 - No contractor equipment, dumpsters, trailers, construction debris or garbage may be left on the property overnight.
 - Equipment may be left indoors overnight or removed from the job site.
- No semi-trailer trucks or trucks with more than 2 axles are permitted on the premises. Large moving trucks to be off-loaded on Mooringline Drive or Regatta Drive.
- The delivery of concrete/cement will need to be scheduled with the property manager, in advance. (Bob Curry 772-231-2582) These vehicles will be required to use the Regatta Drive entrance at the west end of the community.
- Workers may have lunch in designated areas near job site. Common areas are not permitted.
- Parking on the grass is forbidden. Any and all lawn, landscaping, sprinkler head, and irrigation system repairs will be assessed to the contractor or sub-contractor.
- Please remove any and all cigarette butts, food wrappers, drink containers, or any miscellaneous trash of any kind from the premises.
- Disposal of waste, solvents, chemicals, paints, etc. outside the River Mews in an appropriate fashion is your responsibility.
- Vehicles that leak any type of fluid are not allowed on the premises. You will politely be asked to leave. You will also be responsible for any expense resulting from cleaning such leaks.
- Shirts and shoes must be worn at all times.
- Proof of current contractor licenses and proof of current liability insurance and workers' compensation insurance is required for anyone performing services in the community.
- There are bathroom facilities for all workers, in the Guard House at the Mooringline entrance of the property. The pool bath facilities are for homeowners and their guests only.

**Thank you for your cooperation
Elliott Merrill Community Management**

Record and Return to:

~~THIS SPACE FOR RECORDER'S USE~~
ALTERATION AGREEMENT

This Agreement is made this _____ day of _____, 20____, by and between _____ hereafter called "Owner(s)" and THE RIVER MEWS ASSOCIATION, INC. hereafter called "Association".

Owners have requested, and Association has agreed to permit Owners to remodel and make renovations to unit _____ as described in attached Exhibit "A", _____ (brief description). This is located at _____ (street address) more particularly described as:

Unit No. _____ of The River Mews, a Condominium, according to The Declaration of Condominium recorded in O.R. Book 0651, Page 2824, and all exhibits and amendments thereof, Public Records of Indian River County, Florida.

In consideration for Association's approval and permission for the modifications above-referenced, Owners agree as follows:

1. All work shall be done by a licensed contractor and an appropriate permit shall be obtained from the Indian River County Building Department in compliance with the attached plans (Exhibit "A").
2. That Owners, their successors, heirs and assigns, do hereby hold harmless and indemnify, The River Mews Association, Inc., its officers, directors, employees, and agents, from any damage or liability resulting or associated with in any fashion, damage to or repair necessitated to the common elements, which damage may be caused by materials, workmanship, manner of construction, or any other reason, caused by or arising out of this installation and associated modification to the unit as above-described in paragraph 1 and Exhibit "A".
3. Owners, their successors, heirs and assigns, will at all times, be responsible for any and all costs associated with the installation, maintenance, repair and replacement of the improvements as shown in the attached Exhibit "A".
4. Any damage to the common elements or limited common elements of the Condominium caused by the installation and modifications as per Exhibit "A", whether during construction or after construction has been completed, and whether such damage is caused by wind, fire or any other cause whatsoever, shall be the responsibility of the Owners and all costs of repair shall be promptly paid by such Owners, or may be assessed against the Owners as an individual special assessment to be paid solely by Owners.
5. Any damage to the modifications described in paragraph 1, whether during construction or after construction has been completed, shall be the responsibility of Owners. If any damage is not repaired or removed within sixty (60) days from the date the damage occurs, the Association may, in addition to all other remedies to which it may be entitled, and without liability to Owners, remove the damaged improvement and Owners shall, upon demand, reimburse the Association for the entire cost of such removal.
6. This document may be recorded in the Public Records of Indian River County, Florida, and shall constitute a covenant running with the land as to the above described property.
7. In any action to enforce the terms of this Agreement, which action will be venued in Indian River County Florida, the prevailing party will be entitled to reimbursement for its reasonable attorney fees and costs

incurred in such enforcement action.

WITNESSES:

THE RIVER MEWS ASSOCIATION, INC.

Witness #1 Signature

By: _____
Board President

Witness #1 Printed Name

Witness #2 Signature

Witness #2 Printed Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____, as the President of The River Mews Association, Inc., [] who is personally known to me or [] who has produced identification in the form of _____.

NOTARY SEAL

NOTARY PUBLIC

WITNESSES:

OWNER

Witness #1 Signature

Witness #1 Printed Name

Witness #2 Signature

Witness #2 Printed Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____ [] who is personally known to me or [] who has produced identification in the form of _____.

NOTARY SEAL

NOTARY PUBLIC