

**CERTIFICATE OF RECORDING  
THE  
ARCHITECTURAL REVIEW CRITERIA  
FOR  
THE ANCHOR PROPERTY OWNERS ASSOCIATION, INC.**

The undersigned, President and Secretary of The Anchor Property Owners Association, Inc., do hereby certify that the attached is a true and correct copy of the Architectural Review Criteria which was approved and revised by the Board of Directors as of December 16, 2020.

**IN WITNESS WHEREOF**, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 31<sup>st</sup> day of December, 2020.

**WITNESSES AS TO PRESIDENT:**

**THE ANCHOR PROPERTY OWNERS  
ASSOCIATION, INC.**

[Signature]  
Print Name: CERI GOODWIN

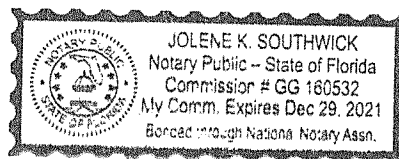
By: [Signature]  
Michael O. Fifer, President

[Signature]  
Print Name: Wendy Cowan

STATE OF FLORIDA  
COUNTY OF Indian River

The foregoing instrument was subscribed, sworn, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, by Michael O. Fifer, as President of The Anchor Property Owners Association, Inc., ☒ who is personally known to me, or ☐ who has produced \_\_\_\_\_ as identification on Dec. 31<sup>st</sup>, 2020.

**Notarial Seal**



[Signature]  
Notary Public  
Print Name: Jolene K. Southwick  
My Commission Expires: 12/29/21

**WITNESSES AS TO SECRETARY:**

**THE ANCHOR PROPERTY OWNERS  
ASSOCIATION, INC.**

[Signature]  
Print Name: CERI GOODWIN

By: [Signature]  
Helen Comp, Secretary

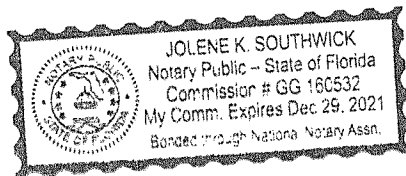
[Signature]  
Print Name: Wendy Cowan



STATE OF FLORIDA  
COUNTY OF Indian River

The foregoing instrument was subscribed, sworn, and acknowledged before me by means of [ ☒ ] physical presence or [ ☐ ] online notarization, by Helen Camp, as Secretary of The Anchor Property Owners Association, Inc., [ ☒ ] who is personally known to me, or [ ☐ ] who has produced \_\_\_\_\_ as identification on Dec. 31st, 2020

**Notarial Seal**



Jolene K Southwick  
Notary Public  
Print Name: Jolene K Southwick  
My Commission Expires: 12/29/21

# **ARCHITECTURAL REVIEW CRITERIA**

**The Anchor Property Owners Association, Inc.**

**Revised 12-16-2020**

**Architectural Review Committee**

## **“PURPOSE”**

Dear Anchor Property Owners:

Your Board of Directors is striving to assure that the highest possible standards of architecture, construction, and landscaping are utilized in The Anchor in order that the full potential of this unique and distinctive area may be assured and preserved.

The deed to your property on The Anchor contains certain restrictive covenants, among which is a provision requiring that construction, landscaping, or modifications of any kind on or to your property, must first be submitted to and approved by the Anchor Architectural Review Committee.

**The Architectural Review Committee hereinafter referred to as the ARC, must review all construction plans prior to the start of any construction on a property in The Anchor. No construction shall be permitted without the expressed written approval of the ARC. This review and approval process applies to any and all modifications or additions and associated landscaping to any existing property within the Anchor Community.**

The Property Owners Association and/or the ARC shall assume no responsibility as to the adequacy, reasonableness, safety or fitness for intended use of any plans submitted for approval, and any approval that may be given shall be in compliance with the Covenants and Restrictions as well as recognized aesthetic and quality values. **The ARC may deny any application for design and/or aesthetic reasons.** The ARC reserves the right, at any time, to change, alter and/or add to these standards at its discretion. Property owners will be advised of such changes.

As you begin formulating plans for improving your property, it is of paramount importance that you have a clear understanding of the aesthetic goals which guide our thinking in reviewing applications for approval of construction and landscaping projects. To this end the following sections are submitted for your information and guidance.

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**Board of Directors, The Anchor Property Owners Association, Inc.**

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I  
ARCHITECTURAL CRITERIA

## ARCHITECTURAL CRITERIA

1. THE ANCHOR ARCHITECTURAL REVIEW COMMITTEE: (Hereinafter referred to as ARC) is comprised of a combination of property owners and paid professional consultants. At least one of the owner-members is also on the Board of Directors of The Anchor Property Owners Association, Inc. (hereinafter sometimes referred to as A.P.O.A.)

As provided in The Anchor General Covenants and Restrictions, Section II, Permitted and Prohibited Uses, any proposed improvements to any lot at any time shall be presented to and approved by the Architectural Review Committee. **Any addition or modification to a present structure, or to present landscaping, exterior painting, pool, docks, lifts, tennis courts, awnings, statuary, or anything visible from outside the house, shall require architectural approval.**

The Architectural Review Committee 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 the surrounding structures and/or improvements, topography, and conformity with the restrictive covenants, criteria and procedures imposed by The Anchor Property Owners Association, Inc.

It shall be the responsibility of the ARC to review all plans for construction, additions, modifications or alterations to any structure or improvement of any lot in The Anchor. The ARC shall at its sole discretion, judge the adequacy of plans submitted and may reject any proposed construction or alteration or development for any reason including purely aesthetic reasons provided, however, that approval of plans shall not be unreasonably withheld.

2. PRECEDENTS: The Anchor has become a very successful development. The Anchor Property Owners Association, Inc., through the Anchor Architectural Review Committee, has the right and obligation to property owners to revise and upgrade the requirements commensurate with the ambiance and values in a changing community.



Some architectural features currently present in The Anchor have been grandfathered in but are no longer relevant and may not be approved. **Do not rely on previous projects as guidelines for present or future ones.**

This criterion reflects the current guidelines whereby the Architectural Review Committee shall evaluate improvements to properties.

**3. AUTHORSHIP OF PLANS:** The Covenants and Restrictions and the Architectural Review Criteria of The Anchor Property Owners Association, Inc. specify that all building and landscaping plans be drawn and stamped by Florida State licensed architects. Minor landscape projects and improvements that encompass less than one third of the total lot area do not require drawings or designs by a Florida state licensed architect. The ARC has specific requirements as to what is acceptable in these plans. **Owners contemplating designing and building must obtain a copy of the Architectural Review Criteria.**

**4. DURATION OF APPROVAL:** Final approval of buildings, landscaping or modification plans shall be valid for one year following the date of final approval, after which the procedure must be repeated, including application fee. Sixty (60) days prior to expiration of the Final Approval, lot owners will be notified by the ARC in writing of the upcoming expiration. If construction is not started before the one (1) year Final Approval Date, the Owner shall be subject to a complete Preliminary and Final Approval process and fees, and subject to any amendments that have been made to the Architectural Guidelines after the original approval was issued.

**5. INSPECTIONS:** The ARC and its representative reserve the right to inspect construction in progress, to assure conformity to approved plans, the Architectural Guidelines, Covenants and Restrictions and Procedures. It shall be the Owner's and/or Contractor's responsibility to notify an ARC representative seven (7) days in advance of the date the residence will be ready for final inspection, which shall be scheduled when the residence will be ready to receive a Certificate of Occupancy and landscaping and irrigation have been completely installed as per the approved plans. Owners shall be

charged an additional \$150.00 per visit for any re-inspection necessitated by unapproved changes from the approved plans.

6. **LANDSCAPING**: A state-licensed (Florida) landscape architect shall draw and submit plans for all new homes and significant redesign projects. Smaller projects may be excused from this requirement. **No construction shall begin without final approval of both building and landscaping plans.** Please refer to Section II for details.

7. **LANDSCAPE MAINTENANCE**: Existing landscape must be maintained in acceptable condition and adequately sprinkled. Overgrowth of trees and palms are to be trimmed and kept clean of dead limbs, fronds, etc.

8. **ARTIFICIAL PLANTS**: No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any lot.

9. **FILL DIRT**: The Anchor was created by a dredge and fill operation and the existing soil (marl) is unsuitable for planting. Therefore, in order to fully implement the approved landscape, 18" of plant able soil material must be provided in planted areas. This can be accomplished by: (1) soil replacement, (2) mounding in planted areas or, (3) elevating the structure and covering the existing soil with plantable soil material as required. **This treatment must be addressed in the preliminary building and landscaping plans.**

Fill may not be used to extend the property beyond the lot and bulkhead line.

10. **FLOOR ELEVATIONS**: To comply with County regulations, the basic ground floor elevations of the house is required to be above the level of the crown of the street. Basic ground floor elevations may not, however, exceed 36" unless specifically approved. Setting ground floor elevations at acceptable levels may enable a homeowner to obtain flood insurance under Federal regulations. Determining acceptable elevations should be accomplished through consultation with the Architectural Review Committee. Existing grades on neighboring properties and drainage will be a consideration.

11. **FLOOR AREAS:** The ground floor living area of the main dwelling shall not be less than 2,500 square feet for a one-story dwelling and 1,800 square feet for two stories with a total of not less than 2,500 square feet for both floors combined, exclusive of garage, covered walks and open porches. Living area is air conditioned space. The height of any building shall not be more than two (2) full stories above street level.

12. **SETBACK REQUIREMENTS:**

A. **One Story Residence**

|            |         |
|------------|---------|
| Front Yard | 25 Feet |
| Side Yard  | 15 Feet |
| Rear Yard  | 25 Feet |

B. **Two Story Residence \***

|            |         |
|------------|---------|
| Front Yard | 25 Feet |
| Side Yard  | 15 Feet |
| Rear Yard  | 25 Feet |

C. **One Residence Built on Two (2) Adjoining Lots:**

|            |         |
|------------|---------|
| Front Yard | 25 Feet |
| Side Yard  | 25 Feet |
| Rear Yard  | 25 Feet |

\*An additional side yard setback of five feet (5') may be required if the ARC determines that a proposed two story residence submitted for preliminary review is designed to be so large that it would interfere with the immediate neighbor's use and enjoyment of their property.

The above setbacks are minimum and may be increased by the ARC. No protruding balconies shall be allowed in the required side yard setback area. Roofs may extend 4 feet into the required yards, minimum 7 feet above first floor grade. Walls and fences shall be allowed only as approved. **Retaining walls shall be at least 3 feet from the seawall, shall be no taller than 4 feet above the seawall (although terracing with multiple walls is allowed, and shall be designed by a licensed engineer so that the increased weight of the wall and fill does not put the seawall at risk).** No swimming pool

shall be located closer than 15 feet to any property line. No swimming pool deck may be closer than ten (10) feet to any property line. Driveways and sidewalks must be constructed in accordance with Indian River County Code and be approved by the Architectural Review Committee. **No structures or large plant material shall be allowed within the road easements, except for mailbox posts surrounded by low growth plants not exceeding the height of the mailbox.** Road easements are measured 10' perpendicular from inside edge of the Miami curb.

**13. BASIC DESIGN & PLANNING CRITERIA:**

A) Size of Residence – The living area (defined as air conditioned space) of each residence shall contain a minimum square footage (as defined in paragraph 11), this is exclusive of garages, porches, patios and terraces as stated in the General Covenants and Restrictions, of The Moorings Unit 5 - The Anchor.

1. In addition to the required lot setbacks as stipulated in the General Covenants and Restrictions, of The Moorings Unit 5 - The Anchor, the area of the footprint including house, garages, cabanas, porches and loggias shall not be more than thirty percent (30%) of the dry property area (defined as length measured from the seawall to Miami curb times width). Attention shall be given to building area and its placement orientation and grade level on the lot particularly when constructed next to or between existing residences. No point within a single-family dwelling more than sixteen feet above the main finished floor shall be located closer than **five** feet inside the nearest setback line (includes dormers, gable ends, second stories and chimneys).
2. The volume or cubage of a residence shall be aesthetically proportionate to the area of the building site particularly as stated above when the residence is adjacent to or between existing residences. Residences shall be limited to two stories. The minimum height of the exterior walls shall be 10 feet as measured

from the rough slab to the top of the beam height. For two story homes, the maximum height shall be 24 feet as measured from the first floor slab to the top of the second floor beam. The maximum height of any home shall not be more than 35 feet as measured from the first floor.

3. Maximum allowable cubage on any home with a full or partial second story shall be 3.8 cubic feet per square foot of dry property area as measured to the sea wall line and calculated by the owner's surveyor and recorded on the Certified Survey.
4. Actual cubage is calculated by multiplying footprint (as defined above) times the height of the slab to top beam.
5. Building area coverage, cubage calculation, placement, orientation of grade levels, building height and volume shall be sufficiently detailed in preliminary and final drawings and documentation for review and approval by the ARC.
6. One or two-story courtyard homes are not permitted.

14. **DETACHED BUILDINGS:** Detached buildings and gazebos will only be permitted if they are within the required building setbacks and do not impinge upon the waterfront view of the neighbors. Other design features such as structure height, proportionality, color, material and compatibility with the main house structure will be considered in the approval process.

15. **USE OF BUILDINGS:** The premises shall not be used or occupied by other than a single family and family servants, and shall not be used for other than residential use. No outbuilding shall be used for rental purposes separately from the principal structure on the lot.

16. **ROOF AND CHIMNEYS:** Exotic roof shapes, such as cylinders, mansard and flat roofs, large flat areas and multiple pitches are not considered to be harmonious with the architectural goals of The Anchor. Concrete tiles are preferred for roofing. Shake roofs are acceptable. Metal roofs, multi-colored tiles and asphalt shingles are not acceptable. A 6/12 minimum pitch is required except flared

eaves which are permitted within reason. Overly ornate chimneys are not acceptable. If more than one chimney is to be constructed on a single home, the chimneys must be of the same configuration. **Detail specifications and samples of roofing materials must be submitted prior to ARC approval.**

Any loose roof tiles must be promptly repaired.

17. **FLASHING AND VENTS:** All exterior flashing and eave-drips shall be a minimum of sixteen (16) ounce copper. Fascia must be made of wood and be a minimum of eight (8) inches in width. No plumbing vents, exhaust fans, or similar items may protrude from the street side of the roof without the ARC's prior written approval.

18. **SOLAR PANELS AND WIND TURBINES:** A limited number of solar panels are permitted, but a large number of panels render the roof unsightly and detracts from the aesthetic image of the house and neighborhood. The area devoted to solar panels must accordingly be in reasonable and minor proportion to the area of the section of the roof on which they will be installed and, where possible, attached to the least conspicuous part of the roof. **Specific prior written approval of the solar panel design must be obtained.**

Due to the close proximity of homes in the Anchor, wind turbines are not permitted.

19. **WINDOWS:** Windows may be of a clear glass or a tinted glass of bronze, gray or smoked colors. No reflective tinting will be allowed.

20. **WINDOW TREATMENT:** Any treatment which shows from the outside of the residence such as stained, etched or leaded glass, awnings, or shutters must be clearly depicted and noted on the prints. Such treatment may be disallowed if not deemed appropriate. Mirrored glass will not be permitted. Window shapes are to be uniform throughout all the elevations.

21. **WINDOW AIR CONDITIONING UNITS:** No window or wall air conditioning units shall be permitted.

22. **SOFFITS:** It is recommended that all soffits be constructed of wood, composite material or stucco.

23. **EXTERIOR FINISH:** No bright color shall be permitted. The use of soft pastel colors is encouraged. Sample to be submitted to ARC.

24. **DRIVEWAYS:** Each home must have an impervious hard surface drive with no less than twelve (12) feet in width, the composition and design of which must be submitted with house plans for approval. Asphalt and plain concrete driveways are prohibited. Brick, brick paver designs or concrete with brick borders compatible with the main structure are permitted.

25. **DRIVEWAY SWALES:** To comply with county regulations, the original contouring of each building site includes a swale for water accumulation and run-off. **Driveways and access walks crossing this swale must conform to the ground slopes of the declivity consistent with approved engineering drawings.** Blue points must be established to insure proper run-off of storm water. Drains under the drive with side catch basins can be installed subject to strict adherence to existing design and implementation standards. Civil engineer drawings are available. Finish grades and landscaping shall be constructed and maintained so as not to impact adjacent property water run-off.

26. **SEAWALLS:** Due to the age of the original seawall tiebacks as well as inadequate repairs to some, there can be some risk of a seawall collapsing. As a protection to the Owner and adjacent property owners, the ARC requires a total visual inspection of the seawall tiebacks by a Florida licensed structural engineer together with a building approval. Cap beams are to be kept clear of fences, cleats, ornaments, color paint, etc., or any covering including plant growth.

The Association's agent(s) is granted the right to enter upon the property of an owner to determine the condition and repair of seawalls and bulkheads, which as referred to herein, shall include bulkhead and seawall systems. In the event it is determined by the Association selected Florida licensed Structural Engineer, that any part of a seawall is in such condition that it could reasonably be expected that the seawall, or a portion thereof, may collapse or in any other way fail, within the reasonably foreseeable future, the association shall have the right to require the owner of the improved or unimproved lot bordering such seawall to place the seawall in good repair and condition, and if not so

undertaken by the owner, the association is empowered to provide the required maintenance and repair of said seawall at the owners expense.

**27. DOCKS AND LIFTS: Plans for docks and lifts must be submitted for approval by ARC before construction has begun.** The use of “PVC” for any of the component parts other than guide poles is not acceptable. If precast concrete pilings are used, wood furring must be attached to that portion above mean high water. Docks and lifts must be constructed with their longest axis parallel to the seawall. No transverse section (i.e., width of deck) shall exceed 8 feet. Boats on lifts when lifted, should not block the waterway view of neighbors. Lifted boats should be along the seawall, but may be constructed along the outside of the dock, provided no part of the lift is more than 20 ft. from the seawall or exceeds 20% of the width of the waterway, and, complies with all other architectural criteria. Boats not exceeding 30 feet in length may be allowed on a lift. Boats over 30 feet in length may be allowed on a lift, provided the vessel is a low-profile design, and the vessel make/model is approved by the ARC before installation. If the lot dimensions are too small to accommodate a dock and lift parallel to the seawall, the ARC may grant an exception for the installation of a dock and lift perpendicular to the seawall, and increase the allowed projection from the seawall; provided the dock and lift comply with all other architectural criteria. Maximum projection from the seawall of docks and lifts must be 20 feet, unless this exceeds 20% of the width of the waterway, in which case 20% shall be the maximum projection. Tie-off pilings may extend into the waterway a maximum of 45 feet, unless this exceeds 25% of the width of the waterway, in which case, 25% shall be the maximum projection. Application of the two preceding paragraphs must allow for an unobstructed waterway of not less than 25 feet in width (12 ½ feet either side of the waterway center line). No portion of the boat, dock, lift, ramp, davits or tie-off pilings shall encroach in the 15-foot side setback lines, extended over the water. Floating docks or ramps connected to the main dock must be of materials similar to the main dock. Plastic floating boat docks/lifts are not permitted. Indian River County and the A.P.O.A. allows dock and lift construction on vacant-lots. The County, however, requires a special Administrative Permit, a bond and assurance that the dock



and lift will not be used prior to issuance of the Certificate of Occupancy for the residence. Violation of this stipulation will result in removal of the dock and lift by the County from the premises. Notwithstanding any of the above, all structures must comply with applicable Federal and State jurisdictional agency regulations.

28. **BOAT HOUSES:** No boat houses shall be permitted in The Anchor.

29. **SWIMMING POOLS AND TENNIS COURTS:** Any swimming pool or tennis court to be constructed on any lot shall be subject to prior approval of the ARC. Screened pools will not be permitted unless designed as an integral part of the roof and walls and must not obstruct the view from other residences. The structural members must be composed of materials utilized on or within the main structure of the residence so as to provide a general appearance for the enclosure that blends with the main structure and demonstrates continuity of materials, character and theme. The use of metals (i.e. anodized, enameled, etc.) for screen attachment may be used if approved by the ARC. The use of mill-finish aluminum will not be approved. Swimming pools are not allowed in the front or side setback areas.

30. **SAFETY ENCLOSURES FOR SWIMMING POOLS:** Indian River County currently requires that pools be enclosed by a fence or wall not less than 4 feet in height. This can be accomplished, however, by using the approved hedge/wire fence combination, on or near property lines and extending it to the seawall. Check this matter carefully with the ARC. Aluminum, wrought iron or wooden structural fences with self-closing, self-latching gates may be allowed by the ARC for the pool enclosures. In such cases, these need not be buried in hedges, as is required for wire fences. All pool fence enclosures equipped with access gates must comply with Indian River County requirements.

31. **GAMES AND PLAY STRUCTURES:** Basketball backboards, platforms, tracks, ramps and other fixed game structures are not permitted within the front setback. It is preferred that fixed game and play structures are located at the rear of the building. Storage of portable play structures which cannot be placed inside should be placed behind covering landscape.

32. **ANIMALS:** No animals, birds or fowl shall be kept or maintained on any part of the property except dogs, cats and pet birds which may be kept thereon in reasonable numbers as pets for pleasure and use of the occupants but not for any commercial use or purpose. **All animals must be kept on a leash when they are outside the owner's premises and must not become a nuisance to other residents by barking and/or other acts.**

33. **LIGHTING:** All exterior lighting (i.e. tennis courts, swimming pools, docks, driveways, parking or recreation areas, or landscaping) shall be subject to prior written approval, of the ARC and shall be designed so as to buffer the surrounding residences from the lighting. Cuts of any exterior lighting fixtures must accompany all plans for approval. Elegant landscape lighting is encouraged.

34. **SPRINKLERS AND SHALLOW WELLS:** All lots must have an underground sprinkling system for watering purposes. Private shallow wells are not allowed.

35. **AERIALS, ANTENNAS AND SATELLITE DISHES:** All aerials, antennas and satellite dishes must be of a concealed type and must be specifically approved in writing by the ARC.

36. **OUTSIDE EQUIPMENT AND CONTAINERS:** Swimming pool equipment, air conditioning equipment, tankless water heaters, sprinkler equipment, etc. must be screened with approved walls or fences.

37. **MAILBOXES:** All mailboxes, including newspaper receptacles will be provided and installed by The Anchor P.O.A. The location of all mailboxes will be established by the ARC. The mailboxes will be installed on the road right-of-way. Mailboxes must be installed so as to abut a side property line and if an adjoining property owner has installed a mailbox, the new mailbox must be installed next to the existing box. The installed mailbox will be maintained by the Association. The U.S. Post Office will not deliver mail to boxes obstructed by bushes, plantings, monuments, etc. therefore any treatment around the free standing mailbox other than low plants is not allowed.

38. **WALLS AND FENCES:** No masonry walls or wood fences will be allowed within the setbacks except as permitted by the ARC for privacy, air conditioning, generator, tankless water heaters

and pool equipment. Approved enclosures must be fully enclosed with solid gates. Trash enclosures are not permitted. **Any such approved walls or fences shall be designed to provide a visual and a sound barrier for the equipment. The equipment enclosure shall be a minimum of 4 feet in height, not to exceed 6 feet and its design shall complement the architectural design of the house. In case of privacy walls for bathrooms, these shall not exceed 6 feet in height. In a case where equipment is taller than 4 feet, the enclosure may match the height of the equipment.** No wall or planter in front yard except bathroom privacy walls shall exceed 42 inches in height. All heights are measured from approved finished grade at the base of the wall. Rear yard fencing running approximately parallel to the seawall has to be set back a minimum of 10' from the seawall. Galvanized wire (14 gauge) with 2" x 4" opening and aluminum cyclone fencing (2" squares) is approved for all fences. Fences must be encapsulated within a hedge row.

No underground electric fences are permitted within 23 feet of the of the Miami curb closest to the house.

**39. GARAGE ENTRANCES:** A single lot, as shown on the plat of The Moorings, Unit 5-The Anchor, shall be the minimum building area upon which a single-family residence may be constructed. Garages shall be a minimum of two (2) cars, maximum three (3) cars, attached or detached from the residence but may not have entrances facing the street, unless approved in writing by the ARC. No garage shall be enclosed or converted to another use. No carports shall be permitted. All garage doors shall be compatible with exterior design.

**40. GATE, ARCHES AND COLUMNS:** Gates, arches and columns in walls or in driveways or entryways may be disallowed if deemed too ornate or inappropriate for the architecture. Large pedestals, vases, site lights, statues, sculptures, fountains, etc. in any portion of the front yard or structure may likewise be disallowed.

**41. FLAG POLES:** Free standing flagpoles of a maximum of 30 feet or a minimum of 10 feet in height above the ground are permitted. The flagpole must be in the rear of the lot and must be a

minimum of 10 feet from the seawall. Only one freestanding flagpole per dwelling is allowed. The pole must be either aluminum or fiberglass. The overall height of the flagpole may not exceed the roof height.

42. **CLOTHES LINES:** No portion of any lot shall be used as a drying or hanging area for laundry of any kind unless it is completely screened from adjoining properties, street and waterfront.

43. **HEDGES:** Privacy hedges will be allowed within the setbacks and along property lines subject to approval by the ARC as to location and height. Hedges within 25 feet of the seawall will be limited in height to 4 feet. **Plantings of trees and shrubs that effectively create a hedge or otherwise combine to block views shall be limited in height to 4 feet if within 25 feet of the seawall.** Wire fences are permitted if buried in hedges, to serve as animal's enclosures, providing the wire does not exceed 4 feet in height. While fences or landscaping screens provide privacy for each resident, the ARC shall consider view lines of adjoining properties and shall not permit such additions **or plantings** which unreasonably restrict or impair the view of surrounding properties.

44. **UTILITY CONNECTIONS:** Building connections for all utilities, including, but not limited to, water, electricity, telephone and cablevision **shall be run underground from the proper connecting points to the building structure** in such a manner to be acceptable to the governing utility authority.

45. **EMERGENCY GENERATORS:** The application for a permanent installation must include the specifications for the new unit detailing size, dimensions, noise level, and proposed location of both unit and fuel tank. Height should not exceed 60"; noise level should not exceed 70 db at 23-foot distance.

LOCATION: Submit a drawing to the ARC for prior approval in the following method:

- A) Procure the services of a licensed Florida surveyor or engineer to locate the exact location of the fuel tank and generator on a sealed drawing.

To the extent possible, the generator should be within the equipment space for A/C, pool and other outside equipment. The equipment shall be enclosed by a wall in accordance with existing Anchor Architectural Criteria in Section 38.

No part of the generator may be visible from any public view. Scheduled exercise time for the unit should be at midday on a weekday. An exercise schedule must be submitted before deposit is returned. Care should be taken to ensure the unit is located to produce minimum impact on your neighbor.

Permits are required from Indian River County, electrical and gas. Following receipt of a FINAL APPROVAL document you must:

- A) Post \$500.00 refundable deposit payable to A.P.O.A.
- B) Sign Rules for Contractors Working in the Anchor.
- C) Deposit the above items to the security gate along with names of companies needing access.

**It is our suggestion that a final purchase is not made by the homeowner until the FINAL APPROVAL document has been issued.**

**46. TRUCKS, TRAILERS, AND BOAT STORAGE:** No trailers or habitable motor vehicles of any kind shall be kept on or stored on any part of the property except within an enclosed garage, except for service companies using trucks in the normal course of their business, nor shall any maintenance or repair be performed upon any motor vehicle upon any lot except within an enclosed garage. A resident's including guest's truck as defined by Florida Statutes may be allowed to be parked in the owner's driveway overnight providing the truck weighs less than 6,500 pounds, has no exterior signage or promotion on the sides of the truck or the front of the hood and is parked where possible as inconspicuously as can be provided with the configuration of the driveway. Boats may be maintained on davits affixed to the bulkhead at the waterfront provided that approval first is obtained from the ARC for installation and maintenance of the same.

47. **ADJOINING LOTS:** If an owner elects to purchase two lots and use one for recreation, the lot used as such must be adequately screened by landscaping.

48. **MAINTENANCE OF VACANT LOTS:** No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any part of the property and no refuse pile or unsightly objects will be allowed to be placed or to remain anywhere thereon. Each vacant lot must be mowed regularly, and at no time may growth thereon, exclusive of approved trees, exceed six (6) inches in height. Should there be a failure to comply with this requirement, the Association will clean and mow any lot and the cost of the work shall be paid by the lot owner and payment secured by a lien on the owner's property enforceable in the manner provided by law.

49. **SIGNS:** No signs of any kind shall be displayed to the public view on any lot in the subdivision except a sign displaying the owners' name and/or house number, no greater in area than one (1) square foot.

## II LANDSCAPE PLANNING

## II LANDSCAPE PLAN REQUIREMENTS

No land clearing, filling, grading, shrub or tree removal or pruning of any landscaping or other work shall be done until the Owner of a lot in the subdivision, his heirs, successor or assigns shall have submitted to the ARC detailed plans for the landscaping of any lot upon which such work proposed to be done and shall have received from the ARC, written approval of the plans for the landscaping. When construction is proposed on any lot, landscaping plans must be submitted for written approval prior to commencement of construction.

Per the General Covenants and Restrictions, the ARC may require a minimum landscape expenditure of five percent (5%) of estimated construction cost. Landscaping according to the approved plan must be completed within thirty (30) days of substantial completion of a home.

In addition to the landscape plan, the ARC requires a copy of the landscape proposal in order to help ascertain if an appropriate expenditure for material is being installed by an approved nurseryman. The following sets forth the landscape plan approval procedure, which is designed to achieve the desired results and at the same time minimize the cost of preparation and submission.

In all areas where landscape planning is introduced, the lot must have an underground irrigation system installed of sufficient size and capacity to irrigate all sodded or landscaped area and must be maintained in good working order. The irrigation system must be on an automatic timer screened from view and shall be installed prior to completion of landscape installation.

The landscape plan shall consist of the following three parts, shall be drawn and stamped by a Florida licensed landscape architect, shall be to required scale and shall be submitted as follows:

1. **PRELIMINARY LANDSCAPE PLAN - (not less than 1/8" scale):** The preliminary landscape plan shall show tree position, tree measurements (height, spread, and caliper), lot contouring,



fill dirt and elevation, and perimeter planting. Since trees reduce temperature, muffle noise, filter pollutants, and reduce soil erosion, while at the same time enhancing the beauty of the area, by softening the resident structure itself, a minimum of ten (10) shade trees per construction site is required. Though palms are native and effective, they do not take the place of shade trees when trying to achieve the high foliage density effect envisioned for The Anchor. Therefore, the landscape plan should include the required shade trees, in addition to any palms that are deemed to be desirable.

A minimum overall height of such shade trees must be ten (10) feet and the trunk must caliper to a minimum of three inches at the time of planting of 50% of all required trees. The other 50% of required trees must have a minimum caliper of 4 ½". The caliper measure must be gauged 3 ½" above the root ball of the tree. An adequate specification as to spread of all canopy trees must be called out on the plan. A minimum standard for all proposed Cocos Plumosa, Royal Palm and Sabal Palmetto (Cabbage Palm) must be a minimum height of ten feet c.t. Where a multi-trunk tree is used, a minimum caliper of 1 ¾" per each trunk with a minimum of three trunks must be the required standard.

2. **FINAL LANDSCAPE PLAN - (Three (3) sets of certified plans, not less than 1/8" scale must be provided to the ARC):** The final landscape plan must be based on the final approved building elevations, and shall set forth the following: (in addition to tree positions, tree measurements, lot contouring, and perimeter planting as outlined above.)

- A. Location and itemized list depicting size, type and number or foundation plantings.
- B. Area and type of grass.
- C. Location, area and height of all planting berms.
- D. Depth of soil suitable for planting in each designated planting area.
- E. Method of handling storm water run-off.
- F. Integration of landscaping with driveway and storm swale.
- G. Treatment of both sides of all retaining and privacy walls and/or fences.

H. Detail for screening of all exterior equipment such as pool, air conditioning and generator.

Appropriate selection and placement of specific plant materials of mature sizes and spread must be incorporated into the Final Landscape Planting Plan so that the property must yield a finished and established character when complete.

Plantings must not interfere with the sight lines of vehicular traffic and must not inhibit views from neighboring units. Shade and shadow patterns of trees and potential damage by encroaching roots and branches should be considered in all tree placements. **Shade trees shall be placed no closer than 30 feet to the seawall.** Appropriate sizes (i.e. height and spread) must reflect the intended use and location of all proposed trees.

Clusters of plant material must be situated to complement the residence with consideration of mature sizes key when determining locations. Long horizontal or vertical surfaces of structures must be interrupted and modulated by clusters or irregularly spaced plantings.

**The landscaping of the finished lot shall be in strict conformance with the approved plot and landscape planting plans, any deviation must gain prior written approval of the ARC.** The finished job will be inspected by the Committee to assure conformance to the approved plan prior to release from the Performance Agreement.

3. **LANDSCAPE LIGHT PLAN - (not less than ¼" scale):** All landscape lighting plans must provide the following:

A. Lights must be color coded on plans.

B. Specifications provided for each light fixture utilized, indicating lighting focus, type of bulb, wattage and lumens.

C. Cut sheets of each light fixture to be utilized and color coded to the lights shown on the plan.

D. The ARC's primary concern is that landscape and lighting will not have an adverse effect upon surrounding neighbors. An on-site inspection will be required after the project is completed to insure that the following conditions have been met before granting final approval.

1. No colored lights are allowed and lighting fixtures must not exceed 2,000 lumens.
2. Lighting considered to be excessive is not acceptable.
3. Light elements and reflectors must not be visible from adjacent properties.
4. Any lighting that is considered to be offensive to neighbors will be cause for adjustment or removal.

4. **LIST OF ACCEPTABLE TREES:**

Cherry Laurel - *Prunus caroliniana*

Live Oak - *Quercus virginiana*

Bald Cypress - *Taxodium distichum*

Gumbo Limbo - *Bursera simarouba*

Dahoon Holly - *Ilex cassine*

East Palatka Holly - *Ilex attenuata*

American elm - *Ulmus Americana*

Winged Elm - *Ulmus alata*

Drake Elm - *Ulmus parvifolia*

Gumbo Limbo - *Bursera simarouba*

Eucalyptus, Torelliana - *Eucalyptus torelliana*

Eugenia - *Eugenia myrtifolia*

Golden Rain Tree - *Koelreuteri formosana*

\*Other trees will be considered.

### III

## THE ANCHOR APPROVAL PROCEDURE

### III THE ANCHOR APPROVAL PROCEDURE

Every property owner wishing to construct or modify a residence on The Anchor must apply to:

THE ARCHITECTURAL REVIEW COMMITTEE  
C/O ELLIOTT MERRILL COMMUNITY MANAGEMENT  
835 20<sup>th</sup> PLACE  
VERO BEACH, FLORIDA 32960  
TELEPHONE (772) 569-9853

Prior to seeking County approval and Building permits the Owner will have to fill out a Project Information - New Construction or Miscellaneous Work questionnaire available at the above address. It is imperative that the information be completed before scheduling the pre-construction conference.

**No site preparation or construction of any kind shall commence until final ARC approval is received by the property owner.**

The non-refundable “application fee” for Architectural Committee review and approval of documents, professional review of architectural, landscaping and lighting, drawings and legal expense is One Thousand Dollars (\$1,000.00) for a “New Residence” and Five Hundred Dollars (\$500.00) for major remodeling, additions, pools, docks, major landscaping, re-roofing, etc...

All buildings and landscaping plans and specifications must be DRAWN and SEALED by building or landscaping architects licensed by the State of Florida. The proposed contractor must be licensed by Indian River County.

1. **APPROVAL PROCESS:** All plans for any and all building and any additions to existing structures, walls, fences, hedges used as walls, pools and pool enclosures, or any other improvements, and all exterior finish colors and materials, must be presented to and approved by the ARC in writing, **prior to the start of any construction.** All plans and specifications shall be evaluated as to harmony of external design, color and location in relation to other structures in the subdivision. All plans of

residences are to be drawn and stamped by a licensed Florida Architect. All building contractors must be quality home builders, licensed to build in Indian River County.

2. **PRELIMINARY APPROVAL:** Every applicant must provide the ARC with three (3) certified sets of the following:

A. Preliminary site plan drawn at not less 1/8" to 1' scale:

1. The proposed location of structure(s), swales, pools, porches, patio, walks, setbacks, tennis courts, utilities, finished grades and drainage flow.
2. The two adjacent lots and any structure(s) existing thereon.

B. Preliminary floor plan drawn at not less than 1/4" to 1' scale showing all governing outside dimensions.

C. Preliminary elevations drawn at not less than 1/4" to 1' showing design intent and illustrating materials specified by the architect for exterior treatment. Materials samples may be submitted at this time, if available. Garage doors must be detailed and color indicated.

D. Preliminary Landscape Plan, showing proposed locations for major planting and removal, if any, of existing vegetation, a copy of a rendered landscaped building elevation and preliminary itemized budget.

E. Elevations above street level and fill for landscaping and proposed final elevations of all improvements.

F. Topographical survey with mean sea level datum.

G. Label elevations "front, rear, left, right", not "north, south, east, west".

H. Construction schedule.

I. Application fee.

The ARC will note its approval or disapproval by way of comments on three (3) sets of plans and return two (2) sets to the owner.

3. **FINAL APPROVAL:** As soon as possible after preliminary approval has been obtained, the applicant must provide the ARC with three (3) sets of the following:

- A. Final site plan.
- B. Construction plans must include basic ground floor elevations and must be completed so far as they refer to the exterior appearance of the building(s) and must include information and samples (if not previously submitted of materials, finishes and colors to be used).
- C. Final landscaping plans, including tree and plant list and sizes. Final landscape lighting plans, including specification for each light fixture and cut sheets of each light fixture.
- D. Dock and lift plans, if a dock or lift is contemplated.
- E. Construction schedule showing completion dates of different stages of construction, including landscaping and lighting.
- F. Seawall inspection report as outlined in section I, paragraph 26.

Upon finding all submissions in order, the ARC will indicate its approval by stamping all final plans. At least one (1) complete set of all plans shall be kept by the ARC.

The Performance Agreement will apply to the approved final building and landscaping plans and will remain in force throughout construction. Written release will be granted along with return of the instrument following final inspection and approval of the building, landscaping and dock, if any.

4. **FAILURE TO APPROVE:** Should the ARC not approve any portion of a proposed alteration or construction, it shall return the plans to the Owner with objections noted.

5. **APPEAL:** Any Owner whose plans for improvements and / or alternations are not approved by the ARC may appeal that decision to the Board of Directors of The Anchor Property Owners Association, Inc. The Board of Directors may uphold the decisions of the ARC or return the matter to

the ARC with recommendation for further review or consideration. The Board of Director's decisions will be final.

6. **PERFORMANCE AGREEMENT:** A Performance Agreement shall be signed by the owner stating that he/she will comply with all approved documents, guidelines, covenants and restrictions, and procedures or be subject to legal action and forfeiture of the construction deposit.

7. **CONSTRUCTION DEPOSIT:** A construction deposit of Five Thousand Dollars (\$5,000.00) must be submitted by all General Contractors for each home site under construction to The Anchor Property Owners Association, Inc. prior to receiving construction approval. Landscaping, remodeling, swimming pools and other contractors not under the General Contractor shall deposit Two Thousand Dollars (\$2,000.00) to The Anchor Property Owners' Association, prior to receiving approval. The construction deposit shall be held by The Anchor Property Owners Association, Inc. in a non-interest bearing account, until all inspections are completed, at which time the deposit will be returned less the cost of repairs necessitated by construction damages to Association common areas or adjoining property and the cost of correcting any deviations from the approved plans and specifications. The Anchor Property Owners Association, Inc.'s retention of any or all of the construction deposit does not in any way limit its ability to pursue any other legal or equitable remedy to correct any violations of the Architectural Review Criteria of any other Covenants or Restrictions.

8. **COUNTY AND STATE BUILDING REQUIREMENTS:** None of the foregoing items shall be meant to conflict with appropriate County or State building requirements, but in all cases shall be intended to be an addition to such minimum building requirements.

9. **PRE-CONSTRUCTION CONFERENCE:** A pre-construction conference between the lot owner and the ARC must be scheduled prior to the commencement of construction.

10. **CONSTRUCTION INSPECTION:** The Architectural Review Committee and its representatives reserve the right to inspect construction in progress to assure conformity with approved



plans, the ARC, Covenants and Restrictions, and The Anchor Property Owners Association, Inc.'s approval procedure.

Any re-inspections caused by unapproved document changes will be charged to the Owner at a minimum rate of One Hundred Fifty Dollars (\$150.00) per additional site inspections.

**11. FINAL CONSTRUCTION APPROVAL:** Once the residence is ready to receive a certificate of occupancy, along with the completion of landscaping and dock, if any, the Lot Owner or contractor shall contact the ARC, to set up final inspection. After the ARC's final inspections have been completed and an approval certification has been issued to the Owner for the residence, landscape and dock, the construction deposit will be returned, less the cost of repairs necessitated by the construction damages to Association common areas or adjoining property and the cost of correcting any deviations from the approved plans and specifications.

Correspondence: All correspondence will be directed to the Property Owner. If he/she so designates, copies will be sent to his/her building and landscaping architect.

**12. COMPLETION TIME:** When the construction of any building is begun, work thereon must be prosecuted diligently and must be completed within the time set forth in the construction schedule approved by the ARC. Unwarranted delays or deviation from the approved schedule are not acceptable.

IV  
PERFORMANCE AGREEMENT

**IV**  
**PERFORMANCE AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_, (Owner) of Lot \_\_\_\_, of The Moorings, Unit 5, The Anchor, (hereinafter called the "Obligor(s)") is held and firmly bound unto THE ANCHOR PROPERTY OWNERS' ASSOCIATION, INC., a Florida corporation not-for-profit, (hereinafter called the "Association"), for the full and just sum of \$ \_\_\_\_\_ to be paid to the Association, pursuant to the terms and conditions set forth herein. (Note: The amount for the Performance Agreement specified in the Bylaws is \$25,000 for new construction and \$5,000 for additions and renovations.)

WHEREAS, the Obligor, pursuant to Section 4 of Article IX of the Bylaws of the Association, is required to execute a Performance Agreement as a condition to consideration and approval by the Architectural Committee of the Association of architectural and landscaping plans and specification for improvements to the said lot.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION are that if the Obligor shall in all respects comply with the terms and conditions of all ARC written approvals of improvements to the said lot, pursuant to Subparagraphs (l) and (m) of Article II of the General Covenants and Restrictions, and shall in every respect fulfill its obligations hereunder to comply with the architectural and landscaping plans and specifications as approved by the ARC and shall insure compliance by obligor's contractors and their subcontractors with such approvals, and shall indemnify and save harmless the Association from any claims by third parties performing work on said lot, including legal and contingent costs, which the Association may sustain on account of failure of the Obligor to carry out and perform the obligations hereunder, within the time herein specified, then this obligation will be void; otherwise to be and remain in full force and effect.

The Obligor covenants and agrees that in the event the Association notifies the Obligor in writing of his failure to comply with the approved architectural or landscaping plans and specifications, and Obligor continues to fail to correct the deficiencies for a period of thirty (30) days after receipt of such written notice, then the Association or its authorized representatives may at its option, perform and complete the aforesaid obligation and pay costs thereof, including, but not limited to, engineering, legal and contingent costs, for which this Agreement shall be security, or in the alternative, the Association shall have the right to resort to any and all other legal remedies against the obligor, with the Obligor herein granting to the Association the right to bring an action for specific performance against the Obligor to enforce compliance with the said approved architectural and landscaping plans and specifications.

The Obligor agrees that any deviation from the approved architectural or landscaping plans and specifications shall constitute default under this Agreement.

The Obligor agrees that in the event the Association shall exercise any of its rights hereunder, that the Association shall be entitled to be reimbursed for all engineering and legal costs, including reasonable attorney's fees, together with any other costs and/or damages, either direct or consequential, which may be sustained by the Association.

This Performance Agreement shall become effective on the date the final architectural and landscape plans are approved by the ARC and shall expire upon written certification from the ARC that the architectural and landscape plans and specifications have been complied with or otherwise waived by the ARC.

The Association shall have a lien on the real property owned by the Obligor within the Anchor subdivision to secure the payment of said obligation. The record owners of such lot shall be personally liable for the obligation referred to herein, together with all costs of collecting the damage deposit, including reasonable attorney's fees, whether suit is brought or not, at the highest legal rate of interest

allowed by law. The lien granted to the Association may be foreclosed in the same manner as real estate mortgages may be foreclosed in the State of Florida, and such lien shall be effective from and after the time of recording on the public records of Indian River County, Florida, a CLAIM OF LIEN stating a description of the property encumbered thereby, the name of the Obligor, the amount due and the date when due. The lien shall continue in effect until all sums secured by said lien, including all costs of foreclosure or collection, shall have been fully paid.

It is expressly understood that the protections provided by this Agreement shall run exclusively to the Association and its successors or assigns, and the same are not implied or expressly intended to protect or save harmless any contractor, subcontractor, supplier, material man, labor man or other party, unless expressly agreed and acknowledged by the Association.

The Obligor agrees that any action brought to enforce the provision of this Agreement shall be brought in the Circuit Court of Indian River County, Florida.

The Obligor agrees that if any one or more of the provisions of this Agreement are determined to be illegal or unenforceable by a court of competent jurisdiction, all other provisions shall remain effective.

This Agreement shall be binding on Obligor, its heirs, successors and assigns.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Owner/Corporation

\_\_\_\_\_  
Owner/Corporate Officer & Title  
THE ANCHOR PROPERTY OWNERS'  
ASSOCIATION, INC.

BY: \_\_\_\_\_

ATTEST:

BY: \_\_\_\_\_

Secretary

(CORPORATE SEAL)

STATE OF FLORIDA  
INDIAN RIVER COUNTY

BEFORE ME, an officer duly authorized to take acknowledgements, personally appeared \_\_\_\_\_ to me known personally or who presented the following identification: \_\_\_\_\_, and who executed the foregoing Agreement and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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Notary Public, State of Florida

STATE OF FLORIDA  
INDIAN RIVER COUNTY

BEFORE ME, an officer duly authorized to take acknowledgements, personally appeared \_\_\_\_\_ and \_\_\_\_\_ to me known personally or who presented the following identification: \_\_\_\_\_, and who executed the foregoing Agreement and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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Notary Public, State of Florida

V  
**CONTRACTORS RULES AND REGULATIONS**

V  
**CONTRACTORS RULES AND REGULATIONS**

Contractors, Subcontractors, and Workers should be aware that all members of The Anchor Access Control Staff, when on duty, have the responsibility and the authority to enforce all the rules and regulations listed below. Each contractor, subcontractor, and material supplier, including their employees, vehicles and equipment, shall conform to the instructions of the Anchor Control Staff whether or not specifically provided for in the Contractors Rules and Regulations.

1. Prior to the start of construction, the contractor shall provide the Anchor gatehouse with an alphabetical list of the names of all personnel employed by them who will be connected with the named job. A list of all subcontractors expected on the job also should be provided. The purpose of this is to facilitate the issuance of the necessary passes and the control of same. Construction passes are only issued by The Anchor Access Control Staff and NO ONE will be admitted by the staff without a properly issued pass.

Should there be a change of anyone's job status, the contractor is to notify the gatehouse by telephone (231-1612) within 24 hours of such change and then submit a revised total list by the 25<sup>th</sup> of each month until the job is completed. The purpose of this is to facilitate the issuance or renewal of passes.

Should there be a need for more than one construction pass for any subcontractor, please supply the quantity along with the subcontractor's name. The list should be submitted on regular 8 ½ x 11" stationery bearing the contractor's letterhead, and it should show the lot number and the owner's name.

The general contractor licensed by the State of Florida and Indian River County, must assume personal supervision of the construction project and must participate in and be responsible for all aspects of the work. In order to reassure the Board of his active involvement in the day-to-day operations, the contractor may be required to log in at the gatehouse upon each visit to the job.



2. There will be no job seekers or salespeople admitted to The Anchor unless those people have made appointments with the contractor, and the contractor has properly notified the gatehouse that a person is expected. All others will be turned away.

3. **The Anchor speed limit is 20 M.P.H.** Speeds are RADAR monitored, and individuals found exceeding the limit will, on the first infraction be warned, and on the second infraction be expelled from the Anchor for one week. Subsequent violations will result in having working rights to the Anchor withdrawn for 30 days. The Anchor is serious about the speed limit. Please advise all of your employees and subcontractors of the rules and consequences.

4. Contractors must confine their activities to the lot under construction. All vacant lots are private property. No fill, construction materials or trash may be dumped or stored on vacant lots, unless permission has been obtained in writing from the owner, with a copy to the Anchor Access Control Staff. Any other use, including parking, of such lots is prohibited. The Anchor will not be responsible for vacant lots, but the Anchor Access Control Staff will call the proper authorities if trespassing is observed.

5. Construction sites must be kept neat, and all debris must be deposited in appropriate containers by the end of each working day. "Dumpster" type trash containers must be provided on the site no later than the beginning of the erection of the walls, and kept there until the house or project is completed. There will be no burning of trash. No liquid matter of any kind may be discharged in the swale, Miami gutter, street or storm drains. Each site shall also be furnished with a "Port-O-Let" or like equivalent. Toilet facilities must be enclosed behind a temporary six-foot high wooden stockade fence.

During construction no debris or construction material of any kind may be in the street, gutter or common swale setback area. The builder/contractor will clean the street and gutter on a daily basis and remove any trash and debris from the construction site before 5:00 p.m. Toilet facilities, construction shacks, construction equipment, construction material and dumpsters are not allowed in the 18' swale setback area.

6. No dogs will be permitted on The Anchor other than those owned by Anchor property owners.
7. No contractor's or subcontractor's sign may be placed on construction sites.
8. Any damage made by construction equipment to the Miami gutter, street or common area must be repaired and the cost will be paid by the builder/contractor or owner. If any construction material, soil or sand, or foreign matter goes into the street, catch basin or drain pipe, the contractor will be responsible for the removal of such items.
9. Parking is at a premium. All construction vehicles must be parked on the property of the home under construction. Excess vehicles must be parked outside The Anchor, and the contractor must provide shuttle transportation. No vehicle that is loading or unloading construction material or equipment may block the roadway at any time. Our roads are narrow, the turns in the circles are tight, and any damage done to curbs, lawns or landscape will be billed to the contractor or homeowner of the project. No overnight parking of vehicles or construction equipment is permitted. No parking is permitted on the islands at any time. Vehicles, construction or lawn equipment with noisy mufflers are not permitted. Turning around in property owners' driveways is not permitted. Construction workers may not park any vehicles on the street, common area, adjacent lots, or vacant lots without permission.
10. Any damage to swales or any Anchor property must be repaired to its original condition by the contractor.
11. Dry masonry, concrete, tile, roof tile or paver saws are not allowed. Wet (water lubricated) saws must be utilized. The builder/contractor should make every effort to keep dust to a minimum. If paint sprayers are utilized, the builder/contractor will be held responsible for over spray damage to the adjacent lot owners' property.
12. Alcoholic beverages, firearms, or fishing off any lot, are prohibited.
13. No playing of radios, tape decks, etc. is permitted.

14. Each contractor, prior to commencement of construction, is to ascertain from the appropriate authority the exact location of all underground public utilities. Such utilities are to be effectively marked with flags and/or paint in order that service to adjacent private properties will not be disrupted by construction.

15. The general contractor is to deposit with A.P.O.A. prior to the commencement of each project, the sum of \$5,000.00 as a security bond to afford the A.P.O.A. protection against damage to any utility installation, any common areas, or swales. Landscaping, pool deck and other contractors not under the general contractor shall deposit \$500.00. Construction deposits shall be held by the A.P.O.A. in a non-interest bearing account, until an A.P.O.A. final inspection is executed by the Architectural Review Committee (ARC) at which time the deposit will be refunded less the cost of repairs resulting from construction damages, non-approved changes, and damages to adjoining property.

16. All contractors must carry liability insurance and provide the A.P.O.A. with a current copy of a certificate of insurance showing the amount of coverage, liability limits, and naming the Association as an additional holder.

17. Each general contractor will be required to meet with a designated member of the ARC prior to the start of construction to review all aspects of the project, including its impact on the community.

18. The swale alongside the Miami gutter is critical to the property storm water drainage system of The Anchor. Engineering drawings showing both the required and the “as built” elevations for swales for each lot are at the gatehouse and must be used by the contractor to establish the proper driveway swales. Driveway swales not constructed with the proper invert elevation will be unacceptable and must be replaced. The contour of the vegetated portion of the swale may not be altered.

19. No construction or maintenance work of any kind will be permitted on Saturdays, Sundays or Holidays. Work may not begin before 7:30 a.m., and all workers must be off the Anchor by 5:00 p.m. Construction materials may not be delivered after 4:30 p.m.

20. The property owner and contractor must sign an Anchor Construction Approval Document stating that they will comply with all approved documents, guidelines, covenants and restrictions, and procedures of the A.P.O.A. Failure to comply with the Anchor's Construction Approval Document may result in legal actions and/or forfeiture of the construction deposit. A copy of the Anchor Construction Approval and the property owner's signed Performance Agreement shall be kept on site at all times.

21. No tents, vans, shacks, tanks, or temporary or accessory building or structures shall be erected or permitted to remain on any lot without prior written approval of the ARC. Temporary toilets or construction trailers, which shall be not larger than 20 feet in length, must be kept in a clean and orderly fashion.

22. The Anchor Property Owners' Association reserves the right to deny the entry and services of any contractor, subcontractor, or worker who has not been in compliance with the foregoing.

23. All job sites are required to have a fire extinguisher.

**AFFIRMATION:**

Contractor and Owner have received the ARC Contractor's Rules and Regulations and by signing below, affirm that we will comply with all current documents, guidelines, covenants and restrictions, and procedures of the A.P.O.A. Failure to comply with the Anchor's Construction Approval Document may result in legal actions and/or forfeiture of the construction deposits and Performance Agreement deposits.

---

Contractor Signature

---

Date

---

Owner Signature

---

Date

VI  
**SCHEDULE OF FEES**

**VI**  
**SCHEDULE OF FEES**

**CONSOLIDATED APPLICATION FEES, DEPOSITS, ROAD IMPACT FEES AND**  
**PERFORMANCE AGREEMENT AMOUNTS\***

**Application Fees**

**Non-refundable**

|   |                         |
|---|-------------------------|
| New Residence   | \$ 1,000 non-refundable |
| Major Remodeling, Additions, Pools,<br>Docks, Re-roofing, Major Landscaping | \$ 500 non-refundable   |
| Re-inspections, Changes, etc/per<br>Inspection                              | \$ 150 non-refundable   |

**Deposits**

**Refundable**

|   |   |                     |
|---|---|---------------------|
| New Construction                            | Owner/Contractor Security/Damage<br>Deposit                         | \$10,000 refundable |
|   | General Contractor Construction/<br>Security Deposit                | \$ 5,000 refundable |
|   | Landscapers, Pool Remodeling, etc<br>(not under general contractor) | \$ 2,000 refundable |
| Existing Residence/<br>Property             | Minor Improvements, Repairs, Docks<br>Landscaping, etc.             | \$ 500 refundable   |
| Energy Generator Installation<br>Refundable |   | \$ 500 refundable   |
| House Demolition                            |   | \$ 5,000 refundable |

## **Road Impact Fees**

### **Non-Refundable**

|  |  |
|--|--|
| New Construction                       | 2% of construction costs<br>Non-refundable                         |
| Interior or Exterior Renovation        | 1.5% of construction costs<br>Exceeding \$50,000<br>Non-refundable |
| Pool Construction (existing residence) | \$ 1,000 non-refundable  |
| House Demolition                       | \$ 5,000 non-refundable  |

## **Performance Agreement**

### **Refundable**

|                           |                 |
|---------------------------|-----------------|
| New Construction          | \$25,000 amount |
| Additions and Renovations | \$ 5,000 amount |

**\*This schedule is intended for reference only and the specific detailed language contained elsewhere in this “Architectural Criteria” shall govern.**



VII  
APPLICATION FORMS

**VII**  
**ANCHOR CONSTRUCTION APPROVAL DOCUMENT**  
**APPLICATION**

NEW CONSTRUCTION

FROM: \_\_\_\_\_  
          ARCHITECT                                  OWNER                                  LOT #  
TO: THE ANCHOR ARCHITECTURAL REVIEW COMMITTEE

**APPLICATION FOR APPROVAL**

Gentlemen;

We are hereby requesting review and approval of the documents listed below in accordance with the requirements as set forth in the Architectural Criteria, the General Covenants and Restrictions, and The Anchor approval procedure.

I. PRELIMINARY APPROVAL

|                        | SUBMITTAL<br>DATE | APPROVAL<br>DATE |
|------------------------|-------------------|------------------|
| ( ) Meeting with Owner | _____             | _____            |
| ( ) Application Fee*   | _____             | _____            |
| ( ) Site Plan          | _____             | _____            |
| ( ) Floor Plan         | _____             | _____            |
| ( ) Elevations         | _____             | _____            |
| ( ) Landscaping        | _____             | _____            |
| ( ) Exterior Materials | _____             | _____            |

II. FINAL APPROVAL

|                        |       |       |
|------------------------|-------|-------|
| ( ) Site Plan          | _____ | _____ |
| ( ) Construction Plans | _____ | _____ |
| ( ) Exterior Color(s)  | _____ | _____ |
| ( ) Roofing Sample     | _____ | _____ |

|  |                    |                  |
|--|--------------------|------------------|
| ( ) Landscaping  | _____              | _____            |
| ( ) Exterior Lighting  | _____              | _____            |
| ( ) Dock Plans   | _____              | _____            |
| ( ) Lift Plans   | _____              | _____            |
| ( ) Seawall Inspection Report                                | _____              | _____            |
| ( ) Performance Agreement                                    | _____              | _____            |
| ( ) Owner Refundable Security/<br>Damage Deposit             | _____              | _____            |
|  | Received by: _____ | Amount: \$ _____ |
| ( ) General Contractor Refundable<br>Security/Damage Deposit | _____              | _____            |
|  | Received by: _____ | Amount: \$ _____ |
| ( ) Road Impact Fee Non-Refundable                           | _____              | _____            |
|  | Received by: _____ | Amount: \$ _____ |

\*A Non-Refundable "Application Fee" for Anchor Architectural Committee review and approval of documents, architectural review, landscaping review, lighting review and legal expenses shall be as follows: New house construction - \$1,000.00; major remodeling and pools - \$500.00.

Any re-inspections, if required, will be charged at \$150.00 per visit. (See VI Schedule of Fees)

**ANCHOR ARCHITECTURAL COMMITTEE INSPECTIONS SIGN-OFF SHEET**

1. INITIAL INSPECTION

\_\_\_\_\_  
A.R.C. REPRESENTATIVE

DATE: \_\_\_\_\_

\_\_\_\_\_  
OWNER

DATE: \_\_\_\_\_

2. FINAL A.R.C. INSPECTION

\_\_\_\_\_  
A.R.C. REPRESENTATIVE

DATE: \_\_\_\_\_

\_\_\_\_\_  
OWNER

DATE: \_\_\_\_\_

**APPLICATION**

**MISCELLANEOUS WORK(\*)**

**Project Information**

**Date** \_\_\_\_\_

**Sign - off Sheet**

Name \_\_\_\_\_ Address \_\_\_\_\_

Email \_\_\_\_\_ Phone \_\_\_\_\_

1. Description of Work Contemplated: (please be very specific)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Approx. cost \$ \_\_\_\_\_ Application Fee \$ \_\_\_\_\_ Received by \_\_\_\_\_

3. Non-Refundable Fees \$ \_\_\_\_\_ Date \_\_\_\_\_

4. Drawing's needed:      Landscape (   ) Arch. (   ) Mech. (   ) Site (   ) Others (   )

a. Drawings submitted \_\_\_\_\_ Received by \_\_\_\_\_ Date \_\_\_\_\_

4. Drawings approved by \_\_\_\_\_ Date \_\_\_\_\_

5. Owners Refundable Deposit Received by \_\_\_\_\_ Date \_\_\_\_\_

6. Contractors Refundable Deposit Received by \_\_\_\_\_ Date \_\_\_\_\_

7. Other Fees \$ \_\_\_\_\_ Date \_\_\_\_\_

8. Notice to Commence Issued by \_\_\_\_\_ Date \_\_\_\_\_

9. Access to Project List Received by \_\_\_\_\_ Date \_\_\_\_\_

10. Inspections and Comments: (Attach inspection reports as needed)

(\*) Miscellaneous work includes but is not limited to: Remodeling/renovations (interior/exterior), landscaping changes, driveway changes, pool and deck repair, garage door changes, exterior lighting/painting, docks and lifts, fences/hedges, swale drains, and any other activity that does not conflict with existing Anchor Covenants and Restrictions.

Anchor Address: \_\_\_\_\_ Contractor: \_\_\_\_\_

List of On-Site Personnel (please list names):

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Date: \_\_\_\_\_

## ANCHOR CONSTRUCTION APPROVAL DOCUMENT

### EXPECTED SUB-CONTRACTORS

Anchor Address: \_\_\_\_\_ Contractor: \_\_\_\_\_

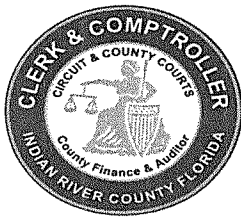
Owner Name: \_\_\_\_\_ Date: \_\_\_\_\_

List of Sub-Contractors (please list names):

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Approved by: \_\_\_\_\_  
Of Anchor Architectural Review Committee

Date: \_\_\_\_\_



Indian River County  
Clerk of the Circuit Court  
Jeffrey R. Smith  
Vero Beach FL 32960  
(772) 770-5185

|                                |                                |                |
|--------------------------------|--------------------------------|----------------|
| Transaction # 1123365          | Agent # 1051                   | Source: Mail   |
| Receipt # 1065168              | Attention:                     | Returned: Mail |
| Cashier Date: January 20, 2021 | Name: ROSS EARLE & BONAN, P.A. | Will Call #    |
| Cashier: Julie                 | Address: PO BOX 2401           |                |
|                                | STUART, FL 34994               |                |

AGENT TRANSMITTAL/MIS CFN:

Book:

Page:

From:

To:

Comments:

CERTIFICATE

CFN: 3120210003724

Book: 3379 Page: 165

From: ANCHOR PROPERTY OWNER To: PUBLIC

Recording @ 1st=\$10 Addtl=\$8.50 ea. \$469.00

|                |       |                  |
|----------------|-------|------------------|
| PAYMENT: CHECK | 26908 | AMOUNT: \$469.00 |
|----------------|-------|------------------|

|                           |                       |                  |                 |
|---------------------------|-----------------------|------------------|-----------------|
| Total Payments: \$ 469.00 | Total Fees: \$ 469.00 | Shortage: \$0.00 | Overage: \$0.00 |
|---------------------------|-----------------------|------------------|-----------------|