

**CERTIFICATE OF AMENDED AND RESTATED  
ARCHITECTURAL GUIDELINES  
SEAGROVE WEST SUBDIVISION**

**THE UNDERSIGNED**, being the President and Secretary of **SEAGROVE WEST HOMEOWNERS' ASSOCIATION, INC.**, a Florida not for profit corporation, hereby certify that at a duly called meeting of the Board of Directors of the Association, held on April 3, 2018, in accordance with the requirements of Florida law, the Bylaws of Seagrove West Homeowners' Association, Inc. and the Master Declaration of Covenants, Conditions, Reservations and Restrictions of Seagrove West Subdivision, as originally recorded in Official Record Book 733, Beginning at Page 404, Public Records of Indian River County, Florida, and as subsequently amended, not less than a majority of the entire membership of the Board of Directors affirmatively voted to amend and restate the Architectural Guidelines as attached hereto.

**IN WITNESS WHEREOF**, the undersigned President and Secretary of the Association have executed this Certificate of Amendment, this 28 day of June, 2018.

**SEAGROVE WEST HOMEOWNERS'  
ASSOCIATION, INC.**

By: [Signature]  
President

(CORPORATE SEAL)

ATTEST:

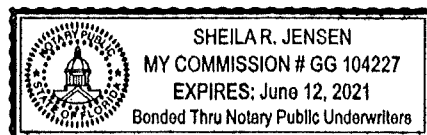
By: [Signature]  
Secretary

**STATE OF FLORIDA  
COUNTY OF INDIAN RIVER**

**I HEREBY CERTIFY** that before me, a Notary Public, personally appeared Mike Petrolino and Denise Armstead, respectively the President and Secretary of Seagrove West Homeowners' Association, Inc., who ☒ have produced FL Drivers' Licenses 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 28 day of June, 2018.

[Signature]  
Print Name: Sheila R. Jensen  
Notary Public, State of Florida at Large (Affix Seal)



## **EXHIBIT "A"**

### **AMENDED AND RESTATED ARCHITECTURAL GUIDELINES SEAGROVE WEST SUBDIVISION**

WHEREAS, the Declaration of Covenants and Restrictions for Seagrove West Subdivision, as recorded in Official Records Book 733, Pages 0404 through 0424, of the Public Records of Indian River County, Florida, provides that the Homeowner's Association form a committee known as the Architectural Review Committee (The ARC);

WHEREAS, the above referenced Declaration of Covenants and Restrictions provides that the Board of Directors of the Seagrove West Homeowners' Association, Inc. shall adopt and modify or amend from time to time the Architectural Guidelines for the Subdivision, which criteria are to be set forth in writing and made known to all owners and all prospective owners in Seagrove West; and

WHEREAS, it is the intention of the Homeowners Association that Seagrove West be developed into a community of single family homes of a quality and value commensurate with those already developed;

NOW, THEREFORE, the Homeowners Association has appointed a committee to be known as the ARC and in accordance with the duties and obligations imposed upon said committee by the Declaration of Covenants and Restrictions for the Seagrove West Subdivision, the Board of Directors of the Association, upon recommendation of the ARC, do hereby adopt the following Architectural Guidelines:

**1. ARC RESPONSIBILITY:** It is the intent of the Homeowners Association to create a uniform scheme for the Properties and to create within the Properties a residential community of high quality and harmonious improvements. Accordingly, the ARC shall have the right to approve or disapprove all architecture, landscaping and location of any proposed improvements for lots located in Seagrove West ("Lots"). The ARC may impose standards for construction and development consistent with all applicable provisions prescribed in applicable building, zoning or other governmental codes. 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. 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. SUBMITTAL REQUIREMENTS:** All plans and review fees shall be submitted by the owner or his/her representative, to the ARC in a form and manner acceptable to the Indian River County Building Department and shall include at a minimum the following:

a. site plan of the Lot showing existing contours and vegetation at a scale of no less than 1" = 20'. The site plan must show all existing improvements including utilities on the property and show all proposed construction including finish grade lines, footprint of the proposed structure, landscaping, walkways, pools, patios and decks. (Site plan must indicate how drainage will be handled).

b. Floor plans of the proposed structure at a scale of not less than 1/4" = 1'.

c. Elevations of all four sides of the proposed improvements as may be necessary to fully illustrate the proposed construction at a scale of not less than 1/8" = 1'.

d. Samples and colors for all exterior materials.

3. **REGISTERED ARCHITECT REQUIRED:** All plans shall be fully dimensional and must bear the seal of a Florida registered architect with the exception of landscaping plans which shall be drawn by and bear the seal of a Florida registered landscape architect.

4. **PLAN COPIES REQUIRED:** Three copies of all plans for improvements shall be submitted. The ARC will note its approval or disapproval and comments on all three sets of plans and return one set to the owner.

5. **INCOMPLETE INFORMATION:** In the event the information submitted to the ARC is, in the ARC's opinion, incomplete or insufficient in any manner, the ARC may request and require the submission of additional or supplemental information.

6. **REVIEW TIMETABLE:**

a. The ARC shall have 30 days to review plans when submitted in proper form. Failure of the committee to respond within the 30 day period shall constitute acceptance of the proposed improvements.

b. Construction shall commence within 180 days from date of ARC approval, and if not, re-approval shall be required.

c. All construction shall be completed within 12 months of the starting date. If construction is not completed within the 12 month period, a noncompliance penalty of \$100.00 per day will be charged until construction is completed.

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

e. No new residence shall be occupied or have furniture or personal belongings placed within until a Certificate of Occupancy and an ARC final inspection sign off have been issued to the property owner.

7. **APPROVAL OR DISAPPROVAL:** In approving or rejecting such plans and applications, the ARC shall consider the suitability of the proposed improvements and materials

of which the same are to be built, the site upon which such improvements are proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property. The approval of the ARC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the consent of the ARC shall not be deemed to set a precedent for approval of any similar plans and specifications or drawings subsequently submitted to approval with respect to the same Lot or any other Lot.

**8. SINGLE FAMILY DWELLINGS ONLY:** Only single family detached dwellings and the normal accessory uses for a single family dwelling shall be permitted on any Lot. No freestanding garages, outbuildings, sheds, barns or other structures shall be permitted.

**9. MINIMUM SIZE:** The minimum size for any house shall be 1,800 square feet for a two (2) bedroom home and 2,000 square feet for a three (3) bedroom home. No bedroom shall have a dimension less than 12 feet in width or depth. Two story homes shall have a minimum of 1,600 square feet of living area on the first level and total living area of not less than 2,400 square feet. Garages shall be placed so that the garage doors do not open directly onto the streets. The ARC may waive this requirement only in unusual or hardship circumstances. The minimum square footage for river front Lots shall be 2,400 square feet.

**10. ARCHITECTURAL STYLES ALLOWED:** Mediterranean, Spanish, Mission, Cracker, British West Indies, Tuscan and Low Country architectural styles are permitted. French Country, Mountain Lodge, Chateau, Gothic, Modern Contemporary architectural styles are prohibited.

**11. GARAGES:** Garages shall be a minimum attached two (2) car garage with no entrance 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 the exterior design. Doors shall be constructed of wood, or wood grained fiberglass as approved by the ARC. All garage doors shall have an automatic electric door opener installed.

**12. FLOOR ELEVATION:** To comply with County Regulations the basic ground floor elevation of the house must be at least 18" above the level of the crown of the street. Basic ground floor elevation may not exceed 36" unless specifically approved by the ARC. Setting first floor elevations at acceptable levels will enable homeowners to obtain Flood Insurance under Federal Regulations. Existing grades on neighboring properties and drainage will be considered.

**13. SETBACKS:** The minimum setback for front yards shall be 25 feet from rights of way and for rear yards shall be 25 feet from the rear Lot line and 15 feet from property lines on side yards.

**14. EXTERIOR FINISH:** Walls of houses must be finished with wood, vinyl, cement, stone products or stucco, which must be painted or stained. Stucco finishes must be of silica sand. Roof finishes must be either clay tile, concrete tile, aluminum shakes. No new or wood shake roofs are allowed, however, all those houses that currently have a wood shake roof may use wood shake when replacing current roof. All such roof replacements must be submitted to the ARC for approval.

- 15. EXPOSED FLASHINGS:** All exposed flashing metal work shall be copper.
- 16. ROOFS:** Roofs shall have an overhang proportionate to the dimensions of the house and within building code guidelines. Roofs shall have a minimum pitch of 4/12 except for porches or flared eaves or areas not exposed to streets or adjacent Lots.
- 17. NO EXPOSED ROOF RAFTERS:** Exposed roof rafters are prohibited. All soffits and fascia must be fully enclosed and properly detailed. Corbels and Bohemian style roofs are permitted.
- 18. NO EXPOSED BLOCK:** Exposed concrete block is prohibited. All foundations must be finished with either brick or stucco and be painted.
- 19. WINDOWS:** Windows shall be thermos-pane or double glass construction with frames of wood or wood frames sheathed in prefinished metal or vinyl. Windows must be of clear glass or a tinted glass of bronze, gray or smoke colors. No reflective glass or reflective tinting will be allowed.
- 20. WINDOW TREATMENT, SHUTTERS & AWNINGS:** Any window treatment which shows from the outside of the house, such as stained, etched or leaded glass or awnings, canopies and shutters must be clearly depicted and noted on the plans. Such treatment may be disapproved if not deemed appropriate by the ARC.  
Hurricane storm shutters shall not be visible on the exterior of the residence unless they are approved by the ARC.
- 21. EXTERIOR DOORS:** Exterior doors shall be predominately hinged type doors with no sliding doors exposed to streets or common areas. Mill finish aluminum doors are not permitted.
- 22. MAXIMUM GLASS EXPOSURE:** In order to protect the privacy and preserve the appearance of homes from lakes, the river and other common areas, the elevation of any house fronting on a water body or common area may have no more that 35% of that elevation in glass. The ARC shall use the appropriate plan elevation, including the roof line in calculating the permitted glass square footage.
- 23. LANDSCAPING REQUIRED:** Because of the limited amount of naturally occurring vegetation in Seagrove West, it is the stated intent of these Architectural Guidelines to emphasize the need for carefully landscaped lawns. Adequate landscaping must be provided for on every Lot.
- 24. LANDSCAPING MATERIAL:** Landscaping material shall be of a mature size and shall be selected from native, indigenous species, especially drought and freeze resistant species. At least 5% of construction cost and Lot value must be expended for the landscaping budget. This is for planted materials and is not intended as a budget for walks, driveways, patios, or hard surface items. The ARC shall take into consideration the size of the Lot location of the home on that Lot, location of adjacent structures to that Lot and the impact of the structure on adjoining streets, Lots or common areas in determining the adequacy of the landscaping plan.

- 25. SHADE TREES:** At least two large shade trees per 5,000 square foot of Lot size must be planted on each Lot. Such trees shall have a minimum of 3 1/2" caliper d.b.h. and shall be of a hard wood species such as live oak, bay, carrotwood, silk oak, eucalyptus, wax myrtle, loquat or similar variety. While planting of adequately sized palm trees and other vegetation is encouraged for variety, these types shall not be considered in calculating adequate tree coverage.
- 26. GRASS AREA:** In order to conserve water use for irrigation, no more than 50% of the total landscaped area may be planted in grass. The remainder shall be planted in an acceptable cold and drought tolerant ground cover.
- 27. LANDSCAPE IRRIGATION SYSTEM:** In all areas where new sod and landscape plantings are introduced, all Lots must have an underground irrigation system installed of sufficient size and capacity to irrigate all sodded or landscaped areas 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. All well water, if used for irrigation must be chemically treated to remove iron from the water so as to prevent the iron chemicals from staining.
- 28. 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 in addition to such minimum building requirements.
- 29. REFUSAL TO ACCEPT:** Should the ARC refuse to accept any portion of a proposed alteration or construction, it shall return the plans to the owner with suggestions noted that will facilitate acceptance of those plans.
- 30. CONSTRUCTION PRIOR TO SUBMITTAL OF LANDSCAPING PLANS:** The ARC may permit the construction of the home prior to submittal of detailed landscaping plans but shall require at a minimum, a preliminary landscaping plan and in no case will permit a home to be occupied without a final landscaping plan having been reviewed and accepted; with materials planted in an acceptable condition.
- 31. APPEAL:** Any owner whose plans for improvements and alterations are not approved by the ARC may appeal that decision to the Board of Directors of the Seagrove West Homeowner's Association, Inc. The Board of Directors may uphold the decision of the ARC or return the matter to the ARC with recommendations for further review or consideration. In no case shall this provision allow for overrule of any decision of the ARC.
- 32. BEFORE PROCEEDING WITH CONSTRUCTION DRAWINGS:** It is intended that these provisions act as guidelines to encourage the best standards of architectural design and construction in Seagrove West. Owners are encouraged to submit preliminary plans and discuss plans in concept form with the ARC before proceeding with construction drawings.
- 33. FEES FOR REVIEW:** The ARC shall establish fees for review, which fees shall be submitted to the Board of Directors for approval. Such fees shall be required only to the extent necessary to cover the cost of printing materials such as written architectural guidelines,

reproduction of plans and documents and professional fees for outside architectural or landscape architectural consultants.

**34. SIGNS & OPEN HOUSES:**

**a.** No signs of any kind are permitted on the premises at Seagrove West. This includes, but is not limited to "Open House", "For Sale", Building Contractor Signs, and Pool Companies Signs.

**b.** Open Houses are permitted in Seagrove West, however the Open House must be attended by the owner or a real estate Professional at all times. The Access Control Officer at the front gate will phone the house to announce prospective buyers unaccompanied by a real estate professional. At such time that a house is unattended, prospective buyers will be permitted through the front gate only if accompanied by a real estate professional, who will leave his or her business card with the Access Control Officer.

**35. OUTSIDE EQUIPMENT ENCLOSURES:** All air conditioning units, pool equipment and trash containers shall be screened with approved walls, fences, or landscaping so that they shall not be visible from any street or adjacent property.

**36. FENCES:** The composition, location and height of any fence or wall to be constructed on any Lot shall be subject to the approval of the ARC. The composition of any fence or wall shall be consistent with the material used in the surrounding home and other fences. No wire fences shall be permitted. Any chain link fence shall be vinyl clad and landscaped on the outside so it is not readily visible.

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 which unreasonably restrict or impair the view of surrounding properties.

No fences or walls that are parallel are to be constructed within 25' of any lake or the river. Fences or walls parallel to the river, Lot lines adjacent to the river or lakes and front property lines shall not exceed 48" in height. The purpose of this provision is to protect adequate view to lakes and the river for all residents. All fences must be approved by the ARC prior to installation.

**37. DUMPING OF TRASH OR WASTE:** 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, properly screened from view, and except during pick up hours, all containers shall be kept within an enclosure constructed with each dwelling. No owner or contractor shall be permitted to burn any type of trash or construction material on any Lot at any time. All construction sites must be maintained in an orderly fashion and all debris deposited in appropriate containers by the end of each working day.

**38. MAILBOXES:** All mailboxes, house numbers and paper boxes are to be of one design throughout the entire neighborhood approved by the ARC. The builder or contractor of each new dwelling shall be required to furnish a mailbox of the accepted design. House numbers are to be installed on each mailbox.

**39. UTILITIES:** 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.

**40. TEMPORARY STRUCTURES:** No tents, trailers, vans, shacks, tanks, or temporary or accessory building or structures shall be erected or permitted to remain on any Lot without the prior written consent of the ARC. Temporary toilets or construction trailers must be kept in a clean and orderly fashion.

**41.**

**a.** The following antenna's may be installed by owners within their Lots:

i. Satellite dish antenna's that are one meter (39 in.) or less in diameter and which are designed to receive direct broadcast 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.

All other antennas are prohibited and may not be placed upon the Properties.

**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. Antennas must be hidden by landscaping so they are not visible from the street. 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 cause an unreasonable increase in the cost of installation, maintenance or use.

**42. VEHICLES:** No boats, trucks, motorcycles, recreational vehicles, trailers, race cars or other vehicles except four wheel passenger automobiles and personal pick up trucks and SUVs without commercial markings, shall be placed, parked or stored upon any Lot, except within enclosed garages and except for service companies using trucks in the normal course of their business, nor shall any maintenance or repair be performed upon any boat or motor vehicle upon any Lot except within an enclosed garage.

**43. ARTIFICIAL GRASS:** No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot.

**44. DRYING OR HANGING LAUNDRY:** 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 or common areas.

**45. WORK HOURS RESTRICTED:** All construction activity and all construction personnel shall begin work no earlier than 7:30 a.m. and must cease and be off the Properties no



later than 5:30 p.m. There shall be no construction activity on Saturdays, Sundays or any principal holiday. There shall be no truck deliveries of construction materials after 5:00 p.m. on any day.

**46. PREWIRING:** All new dwellings shall be prewired for security systems, telephone and cablevision.

**47. DOCKS:** Plans for docks must be submitted for approval. The use of "PVC" or plastic for any of the exposed component parts is not acceptable. If precast cement pilings are used, wood furring strips must be attached to that portion above mean high water. Notwithstanding the foregoing paragraph, all composite decks (Trex brand and similar types) shall be permitted for all dock and deck construction.

The Homeowners Association shall issue guidelines for dock construction and location for each Lot. Only those Lot noted as approved for docks by the Homeowners Association shall have docks approved by the ARC. No dock may be built which unreasonably interferes with navigable channels or access to existing docks.

**48. POOL & PATIOS:** Pool and patio screens may be approved under the following criteria:

- a. May not exceed 16 feet in height;
- b. Frame and screening must be a flat dark brown, black or white color. or anodized aluminum. Chrome or unpainted aluminum or stainless steel are not permitted.

**49. INTERIOR SPECIFICATIONS:** The ARC shall review interior plans and specifications to insure compatibility of design and value with other Seagrove residences. As a rule, the ARC shall not permit ceilings less than 9' in height, except for baths, kitchens, storage areas or hallways; major rooms with a linear dimension less than 12'; hallways less than 4' in width; or components that in the opinion of the ARC, are inappropriate.

**50. DRIVEWAYS:** Each home shall have an impervious hard surface driveway no less than 12' in width, the comparison and design of which shall be submitted with house plans for approval. Asphalt or plain concrete drives are not permitted. Brick, or brick paver designs compatible with the main structure are encouraged.

**51. SOLAR PANELS:** A limited number of solar panels are permitted, but a large number of panels renders the roof unsightly and detracts from the aesthetic image of the house and neighborhood. The area devoted to solar panels should be in reasonable and minor proportion to the area of the section of the roof of which they will be installed. Where possible, they should be attached to the least conspicuous part of the roof. Specific approval of the solar panel design must be obtained. If solar panels are used, roof color must be compatible.

**52. EXTERIOR LIGHTING:** Any exterior lighting (i.e. drives, docks, swimming pools, landscaping, etc.) shall be subject to approval of the ARC. All exterior lighting shall be designed so as to buffer the surrounding residences from lighting. It is the intent of the Association to provide low level accent lighting at all walkways and feature landscape elements. All proposed lighting shall be shown on the Final Plans or on a exterior lighting lay out. Cut sheets of exterior

light fixtures shall accompany Final Plans for Approval.

**53. GAZEBOS AND CABANAS:** No gazebo or cabanas shall be constructed or erected on or in any part of the Seagrove West Subdivision without prior written approval of the ARC.

**54. GATES, ARCHES AND COLUMNS:** Gates, arches, columns, in walls or at driveway or entryways are subject to the ARC approval. If deemed too ornate or inappropriate for the architecture of the home or subdivision, these items may be disapproved. Large pedestals, vases, side lights, statues, sculptures or other items in any portion of the yard are subject to the ARC approval.

**55. CONSTRUCTION DEPOSIT:** A Construction deposit of \$2,500.00 shall be submitted with the Construction Agreement by all contractors for each home site under construction to the Seagrove West Homeowners Association, Inc. prior to receiving Final Approval. This deposit shall be submitted as a Bond to afford Seagrove West Homeowners Association, Inc. protection against damage to any utility installation, common areas, swales, adjacent properties and against non-conformance of approvals. Landscaping, re-modeling, swimming pools and other contractors not under the General Contractor shall deposit \$1,000.00 with Seagrove West Homeowners Association, Inc. along with a Construction Agreement prior to receiving Final Approval. Construction deposits shall be held by the Seagrove West Homeowners Association, Inc. in a non-interest bearing account, until a Certificate of Occupancy is submitted to the ARC and a satisfactory Final Inspection is completed by the ARC, Owner and Contractor, at which time the deposit will be returned less any sums necessary for repairs as a result of construction damages or non approved changes.

**56. INSPECTION:** The ARC reserves the right to inspect construction in progress, to assure conformity to the approved plans, the Architectural Guidelines, Covenants and Restrictions, and Procedures, and that onsite dumpsters, portable toilets and necessary permits are on site. Construction projects may not commence until an onsite dumpster, portable toilet and all necessary permits are on the premises.

It shall be the Owners and/or Contractors responsibility to notify the ARC seven (7) days in advance when the residence is ready for:

**a. INITIAL INSPECTION:**

Initial inspection shall be scheduled just prior to the dry-in of the residence.

**b. FINAL INSPECTION:**

Final inspection shall be scheduled when the residence is ready to receive a Certificate of Occupancy and Landscaping & Irrigation has been completely installed as per the approved Landscape Plans.

Failure to notify the ARC for these two (2) inspections shall result in a charge against the Construction Deposit of \$500.00 for each missed inspection. The ARC will perform two (2) additional unannounced inspections. Any violations of approved design documents or rules and regulations shall be subject to a fine and/or legal action. Fines may be withheld from the Construction Deposit.

Any re-inspections caused by un-approved document changes will be charged to the Owner/Contractor at a minimum of \$150.00 per additional visit.

**57. CONSTRUCTION AGREEMENT:** A Construction Agreement shall be signed by the Owner and Contractor stating that they will comply with Approved Documents, Guidelines, Covenants & Restrictions, and Procedures or be subject to legal actions and forfeiture of the Construction Deposit. A copy of the Construction Agreement shall be kept on-site at all times for the purpose of the Owner, Contractor and ARC representatives sign-off signature after all inspections.

**58. OWNER'S SOLE RESPONSIBILITY:** Neither the Directors or officers of the Association, the members of the ARC, nor any person acting on behalf of any of them, shall be liable for any costs or damages incurred by any Member within the Properties or any other party whatsoever, due to any mistakes in judgment, negligence or any action of the ARC in connection with the approval or disapproval of plans and specifications. Each Member and occupant of any Lot within the Properties agrees, as do their successors and assigns by acquiring title thereto or an interest therein or by assuming possession thereof, that they shall not bring any action or suit against the Directors or officers of the Association, the members of the ARC or their respective agents, in order to recover any damages caused by the actions of the ARC. The Association shall indemnify, defend and hold harmless the ARC and each of its members from all costs, expenses and liabilities, including attorneys' fees, of all nature resulting by virtue of the acts of the ARC or its members. Neither the Directors nor officers of the Association, the members of the ARC, nor any person acting on behalf of any of them, shall be responsible for any defects in any plans and specifications, nor for any defects in any Improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

## SEAGROVE WEST ARCHITECTURAL APPROVAL PROCEDURE

Every property owner wishing to construct or modify a residence at Seagrove West must apply to:

Seagrove West Homeowners' Association, Inc. Architectural Review Committee  
c/o Elliott Merrill Community Management  
835 20<sup>th</sup> Place  
Vero Beach, Florida 32960

for site plan and design approval prior to seeking a county site plan approval and building permit, and/or proceeding with any work. No site preparation or construction of any kind shall commence until final ARC approval is received by the property owner. All buildings and landscaping plans and specifications must be DRAWN and STAMPED by a registered Florida building and landscaping architects respectively, and the proposed contractor must be a qualified home builder currently licensed in Indian River County.

### **I PRELIMINARY APPROVAL:**

Every applicant must provide the Architectural Committee with three (3) sets of the following:

- A. Preliminary site plan drawn at not less than 1/8" to 1' scale.
  - 1. The proposed location of structure(s), driveway(s), swales, pools, porches, patios, walks, setbacks, tennis courts, docks, etc.
  - 2. The two adjacent Lots and any major structures existing thereon.
- B. Preliminary floor plans drawn at not less than 1/4" to 1' scale showing all governing outside dimensions and preliminary interior layout of the home.
- C. Preliminary elevations drawn at not less than 1/8" to 1' scale showing design intent and illustrating materials specified by the architect for exterior treatment. Material samples may be submitted at this time, if available. Garage doors should be detailed and color indicated.
- D. Preliminary landscape plan showing proposed locations for major plantings and removal (if any) of existing vegetation.
- E. Elevations and above street level, fill for landscaping, and proposed final elevations of all improvements.
- F. Label elevations clearly and with reference to preliminary floor plans.

### **II FINAL APPROVAL**

- A. Final site plan. No new residence shall be occupied or have furniture or personal belongings placed within, until a "Certificate of Occupancy" and an "ARC Final Inspection Sign Off" has been issued to the property owner.

B. Construction plans must include basic ground floor elevations, should be complete so far as they refer to the exterior appearance of the building(s) and should 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 size.

D. Dock plan, if a dock is contemplated.

Upon finding all submissions in order, the Architectural Committee will indicate its approval by stamping all final plans. One complete set of all plans shall be kept by the Seagrove West Architectural Committee.

### **III CONSTRUCTION:**

The ARC will periodically inspect construction in progress in addition to the required Initial Inspection and Final Sign-Off and shall promptly notify the Owner/Contractor should any questions arise as to compliance with approved plans and permits. Any re-inspections caused by un-approved Document Changes will be charged to the Owner/Contractor at a minimum rate of \$150.00 per additional site inspection.