

# **Trump National Jupiter**

## **POA Information & Owner Benefits**

### **Overview:**

- 82 Homes in Total
- Three “Neighborhoods” – Residences, Villas, & Estates
- All homes feature beautiful golf course views.

### **2020 POA Dues:**

- Residences (Red Hawk): \$21,140
- Estates (Bald Eagle): \$23,916
- Villas (White Pelican): \$19,071
- Villa Lot (612 White Pelican): \$32,886

### **Owner Benefits:**

- Dynamic Community Demographics
- Tranquil and Low Traffic – Perfect Seasonal Community
- No Construction During Season
- Residential Services Department
  - Monthly Exterior Inspections – No Extra Charge
  - A La Carte Management and Engineering Services
  - Vacant Home Care Service
- Pool Service Included – Twice Weekly
- Full Service Landscaping Included
- Concierge Garbage Pickup Three Times Weekly
- 24/7 Professional Security
- Simple Architectural Review Process
  - Modifications Permitted
  - No Review Fees!
- Easy Move-In Process
  - Application / Background & Credit Check (\$500 Fee)
  - New Owner Orientation and Welcome Package
- Fully Funded Reserves
- State-of-the-Art Perimeter Security System
- Weekend Engineering Services Available via Club Engineering Department
- Club Membership Optional – Highly Recommended!

## RESIDENTIAL SERVICES

### Mission Statement

The Residential Services Coordinators are here to not only assist, but also to satisfy homeowner requests, provide personal attention, and oversee home maintenance requirements. The Residential Services Coordinators serve as liaisons between our homeowners, the Property Owners' Association, vendors, and the Architectural Review Board.

### Basic Services

- New Homeowner Orientation
- Home Exterior Inspections
- Proactive Discovery, Communication and Recommendations of Maintenance Needs Following Inspections
- Pool and Pool Equipment Inspections
- Landscaping Inspections
- Landscape Design Consultation
- Manage Homeowner Requests and Follow Up
- Facilitate ARB Submittal Applications
- Provide Mail Forwarding Service Upon Request
- Obtain Vendor Proposals Upon Request
- Manage Hurricane Preparation Process
- Provide Preferred Vendor List with Pre-Approved Insurance Credentials and Leveraged Vendor Pricing

## A' LA CARTE SERVICES

### Residential Services Fee Rates

Hourly Rate:	\$60.00
½ Hour Rate:	\$40.00

- Basic Home Maintenance Repairs
  - Hourly Rate
- Provide Access for Companies having Service Contracts with Homeowners, i.e. AC and Pest Control
  - \$25.00 min
- Supervise New Homeowner Move-In and Deliveries
  - \$25.00min
- Supervise Accompanied Vendor Service Call, i.e. Comcast, AT&T
  - \$60 per Hour
- Vehicle Shipping/Receiving
  - \$50 per Vehicle per Occurrence
- Vehicle Maintenance Trips to Dealership or Mechanic
  - Hourly Rate
- Vehicle Driving for Maintenance Purpose
  - \$20 per Occurrence, per Vehicle
- Vacant Home Care Inspections
  - Estates \$45
  - Residences/Villas \$40
- Pressure Washing
  - Prices Available Upon Request

## RESIDENTIAL SERVICES TEAM

Justin Zelikoff  
Community Association General Manager  
561- 691-8743

[jzelikoff@trumpnational.com](mailto:jzelikoff@trumpnational.com)

Guillermo Carrillo, Coordinator  
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Jay Ryan, Coordinator  
561-691-8783

[jryan@trumpnational.com](mailto:jryan@trumpnational.com)

## You Can Count on Us!

Our mission is to provide our homeowners with high quality home management services. We will accomplish this through honesty, integrity, and efficiency. By being proactive and immediately responsive to all of our homeowners, we are committed to building lasting relationships while providing the finest personal service with uncompromising consistency.

Office Hours: 8:00 a.m. – 4:00 p.m. Monday - Friday

### **Overview of Landscaping Services Provided by TCI/ROOD**

- **Mowing:** Mowing is performed weekly during the growing season (March 15<sup>th</sup> – October 15<sup>th</sup>) and bi-weekly during the non-growing season (October 15<sup>th</sup> – March 15<sup>th</sup>). Specialty turf such as paspalum will be mowed twice weekly during the growing season (March 15<sup>th</sup> – October 15<sup>th</sup>) and weekly during the non-growing season (October 15<sup>th</sup> – March 15<sup>th</sup>).
- **Trimming/Detail Service:** The detailing service, which includes the trimming, pruning, and shaping of shrubs, as well as weeding of beds, will be performed once every three (3) weeks year round.
- **Fertilization & Insect, Weed, & Disease Control Schedule:** Turf, Shrubs, and Trees are treated on a rotating monthly schedule throughout the year. Service calls are included at no extra charge for any specific issues.
- **Tree Pruning:** Pruning of trees up to a height of twelve (12) feet is included as part of the Trimming/Detail service every three weeks. Washingtonia palms in excess of twelve (12) feet shall be trimmed twice per year in the months of March and September. All palms other than Washingtonia palms in excess of twelve (12) feet shall be trimmed once per year in September. Coconut removal service is available to owners at any time for an additional fee.
- **Mulching:** Mulching is included twice a year and will now be hand-laid as opposed to being blown in. This will be performed in April and October each year.
- **Irrigation:** Irrigation coverage includes the routine maintenance and repair of the irrigation system, including proper head adjustments; the replacement of irrigation heads; and the maintenance of all underground irrigation pipes, valves, wire splices, valve boxes, solenoids and actuators, etc., for all system components up to and including pipes two (2) inches in diameter or less. However, the replacement of controllers and rain sensors are not included. Hand watering of potted plants is also included. The complete irrigation system is also to be tested once per month.

Installation of new material, including annual flowers, is available at any time at an additional cost. Also, if any owners would like to receive more frequent visits than what is described above, this can be arranged by working with TCI/ROOD on a supplemental services program at an additional cost.

### **Pool Service – What's included?**

Twice a week pool service is provided to Eagle Tree POA owners via a contract with Pinch-A-Penny Pool Service. The service visits include:

- Cleaning of all skimmer and pump baskets associated with the pool and spa
- Skimming of water surface to remove floating debris
- Vacuuming bottom of pool as needed
- Brushing of pool/spa walls and water line tile
- Water chemistry analysis and treatment as necessary

Chemicals provided are:

- Sodium Bicarbonate
- Diatomaceous Earth (Filter Material)
- Sodium Trichlor (tablets & granular)
- Natural Clarifier
- Muriatic Acid
- Salt
- Liquid Chlorine
- Phosphate Reducer
- All other chemicals are not included with service.

**Holiday Schedule:** Pinch-A-Penny observes six major holidays. There will be no service on Memorial Day, Independence Day, Labor Day, New Year's Day, Thanksgiving, and Christmas Day. If your day of service falls on one of these holidays then the pool will be cleaned the next business day.

**Filter Cleaning:** The filter will be cleaned at least 12 times a year. Any repairs or replacements of parts are an additional charge.

**Stabilizer:** This is a chemical that helps prolong the life of chlorine in the water by slowing down the chlorine decay due to the ultra violet rays of the sun. Stabilizer is added all year as needed.

**Bad Weather:** Unfortunately, the weather is not always sunny. On the days when it is raining, windy, lightning, or otherwise hazardous the chemicals in your pool will be balanced and your baskets will be emptied, There will be no vacuuming or netting until the following day.

**Schedule (Subject to weather and holidays):**

<b>Red Hawk</b>	Monday & Thursday
<b>Bald Eagle</b>	Tuesday & Friday
<b>White Pelican</b>	Wednesday & Saturday



**EAGLE TREE**  
*Jupiter*

**Residential Services Garbage Pickup**

The Residential Services Garbage Pickup is performed on Mondays, Wednesdays, and Fridays. Adjustments to the schedule due to holidays will be communicated to the community.

The Residential Services Engineer will remove your garbage from your waste receptacle location, you do not need to bring your garbage bins to the curb. Please ensure that garbage liners are used.



## TIMBERS JUPITER

### Whole Ownership Housekeeping Services

Cleaning services can be arranged by calling the Housekeeping Office at 561.694.5222. Services are available Monday through Friday, and fees are determined based upon services rendered. Should you need to cancel your service, please contact the Housekeeping Office to avoid cancellation fees at least 24 hours prior to your scheduled service. You may choose a general house cleaning, or specific services including:

- Vacuuming and mopping
- Dusting furniture, floors and baseboards
- Stripping beds and changing sheets
- Dishwashing
- Oven and cook-top cleaning
- Refrigerator cleaning
- Bathroom cleaning, disinfecting sinks, shower, tub, and toilet
- Patio cleaning including summer kitchen and cabana
- Mirror cleaning

Housekeeping cost is \$85 per hour, which includes two housekeepers.

Window cleaning can be provided through an outside vendor. Please call the Housekeeping Office for pricing.

Barbeque grill cleaning is an additional \$75.



On behalf of Trump National Golf Club, Jupiter, I would like to welcome you to your new residence. On this page you will find some valuable information that will assist you in making your transition as simple as possible. The following is a list of all of the local utility companies which you will need to contact to either transfer the existing service into your name or to establish new service:

1. **Electricity:** Florida Power & Light Co. – 800-226-3545  
FP&L serves most of Palm Beach County. You will need a social security number and the date you would like service transferred into your name. This service has already been established in the name of Eagle Tree Construction. You must transfer the existing service into your name. Deposit amounts vary and will be billed by FP&L.
2. **Water Service:** Jupiter Water Utilities – 561-746-5134  
A deposit will be required upon establishing/transferring service. This service may have been established in the name of Eagle Tree Construction. You must transfer the existing service into your name. You will be asked to provide a driver's license and social security number as identification.
3. **Sewage:** Loxahatchee River District – 561-747-5700  
Office Hours are 8:30am to 5:00pm, Monday through Friday. Please contact this office to provide them your name, address of service, mailing address and move-in date. The entire process takes approximately 5 minutes.
4. **Gas:** TECO - Peoples Gas – 877-832-6747 (Account # 18205229)  
TECO provides the on-site natural gas service. This service may be pre-established in the name of Eagle Tree Construction. You must establish this service into your name.
5. **Telephone:** AT&T – 888-757-6500  
AT&T serves the Palm Beach County Area. You will need your social security number to set up the account. Deposit amounts vary. It is suggested that service requests are made at least 7 to 10 days in advance of desired hook-up date, due to possible delays in fulfilling service requests.
6. **Cable:** Comcast Cable – 800-266-2278 (Cable, phone and Internet Service)  
Comcast is the only provider of cable services in Palm Beach County. You may call the provided number to inquire about the various service packages offered. You will need to contact them at least two weeks prior to the desired service activation date to assure service.
7. **Voter Registration:** County Supervisor of Elections – 561-656-6200  
Newcomers to Palm Beach County may register to vote upon establishing residency. You must be registered at least 29 days prior to any election to vote. You may call the provided number to register, or you may register at any post office, public library, or driver's license bureau.
8. **Newspaper Delivery:** The Palm Beach Post – 800-926-7678  
The number above will provide information on subscription services or special offers. For delivery you will need to provide them with your home address. Delivery will be made to the front guard gate entrance and then distributed to each home.
9. **United States Postal Service:** 561-744-2799  
Please inform the post office of your change in address. Delivery of mail will be made to the front guard gate entrance and then distributed to each home by a member of the Ritz-Carlton staff.

## ID CARD APPLICATION

All Vendors and Contractors conducting business shall be issued a numbered vehicle pass. The vehicle pass must be displayed when parked on site. To obtain a Vehicle pass all Vendors and Contractors must stop by the Security Office. The Security Office is located in the Clubhouse just inside the Loading Dock area. Directions will be provided to you when you enter the community.

Anyone driving on the property must provide a valid Driver License and copy of their vehicle's auto insurance.

Starting January 1st, background checks will be conducted on-line at [www.SafeVendor.net](http://www.SafeVendor.net). Type in your information, download a headshot photo and a photo of a supporting document right from any computer or smart phone. Supporting documents include:

- Government issued Driver's License
- Government issued ID Card
- Passport
- Other Government issued photo ID
- Consular photo ID

\*\*\*The vendor or employer will pay for the ID online through a secure payment system with a debit or credit card. If the vendor meets the criteria, the "Safe Communities Vendor ID Program" will notify you and TNGC. The fee for the entire process is \$35 per applicant. This background check is reciprocal at many Country Clubs in the area. This program does not include immigration status or work status screening.

### Standardized Background Criteria

No convictions in the past 5 years for:

- Robbery
- Theft
- Burglary
- Sex Offenses
- Aggravated Crimes of Violence
- Dealing in Stolen Property

No Sexual Offender/Predator Status

\*Adjudication withheld, Plea Agreements, Pre-trial Intervention, Probation, etc. are all considered the same as guilty/convictions.

\*Nolle Prose, No File, Dropped/Abandoned & Not Guilty are all eligible for ID's.

### The cost for the TNGCJ's ID

#### Vendors/Contractors

**\$35**

#### Replacement:

**\$10**



*Trump National Golf Club*  
J U P I T E R

115 Eagle Tree Terrace  
Jupiter, FL 33477

## VENDOR INFORMATION GUIDE

### Greetings and Welcome

At Trump National Golf Club Jupiter (TNGCJ) we believe in providing excellent levels of service to our members. In order to ensure a safe and efficient working environment TNGCJ has rules, regulations, and procedures that must be followed. This pamphlet contains useful information for anyone conducting business on our property.

Please keep this pamphlet handy and familiarize yourself with our rules and regulations during your visit to our property

TNGCJ Security 561-691-8702  
TNGCJ Main Gate 561-691-8705  
[TNGCJsecurity@trumpnational.com](mailto:TNGCJsecurity@trumpnational.com)



# GENERAL RULES

## Work Hours

November 1st through April 30

Monday – Friday 7:30am to 5:30pm

May 1st through October 31st

Monday - Saturday 7:30am to 5:30pm

**Sunday and Holidays — No work permitted**

## Trump National Golf Club Rules

- Shirts and Shoes must be worn at all times.
- Obey all traffic laws.
- No **PETS** or **CHILDREN** allowed on a work site.
- **No alcoholic beverages or drugs.**
- **No firearms or weapons of any kind.**
- **No use of abusive, foul, obscene or threatening language** towards (Members, Guests, or Employees including Security personnel)
- No dumping trash into any TNGCJ's dumpsters or waste areas.
- No rinsing out concrete trucks into storm drains or sewers.
- No soliciting of any kind.
- Radios are not to be used during any work outside of the homes. This is a disruption to Resident's and Member's staying in neighboring homes.
- TNGCJ will exercise a **ZERO TOLERANCE** policy towards acts deemed illegal by the State of Florida. These acts include but are not limited to any dealing in illegal drugs, illicit gang activity, or any graffiti marking on any surface within the confines of TNGCJ.

**Vendors and Contractors are responsible for the conduct of their employees at all times.**

**Violation of any of the application or general rules may result in suspension or being permanently banned from Trump National Golf Club Jupiter. It will be at the discretion of the POA and / or the Director of Security**

# TRAFFIC AND PARKING

The traffic regulations are in place for everyone's safety and to ensure fluid traffic flow throughout the community. Security Officers are authorized to conduct traffic stops and institute sanctions in the community.

**The speed limit on property is 20MPH, unless otherwise posted.**

- Come to a complete **STOP** at all stop signs.
- Use **CAUTION** when approaching the Golf Cart Paths.
- Always give pedestrians the **RIGHT OF WAY**.
- Always **YIELD** at intersections that are not marked or posted.
- Do not block any driveways or roadways making them inaccessible.
- If working on the roadway, use hazard lights and traffic cones.
- All parking shall only be permitted in driveways and garages on lots and / or designated parking areas within a lot or property. Do not park on grass or any marked restricted area. (sanctions will be issued to offenders)
- Construction Vendor vehicles may park on the street according to the following schedule: Off Season only (May 1st through October 31st).
- Construction and Vendor vehicles are not allowed to park within 10 feet of a mailbox and may not block access.
- Contractors and vendors will **ENTER** and **EXIT** the property **ONLY** through the service gate on **Alt. A1A**.
- Gate access is one vehicle at a time. Do not follow behind another vehicle. All vendors and contractors must stop at the intercom located at the service entrance gate and identify themselves, supply the information requested by security personnel, and wait until access is granted. (Sanctions will be issued to offenders)
- If there is no Security Officer on duty at the Service Gate, please press the intercom button to speak to the Security Officer on duty at the Front Gate.

**SECTION VI**  
**RULES & REGULATIONS**  
**EAGLE TREE PROPERTY OWNERS' ASSOCIATION, INC.**

The property known as “Trump National, Jupiter” (“**Property**”), shall be held, used and enjoyed, subject to all of the terms, limitations, easements and restrictions established by the Master Declaration of Covenants, Conditions, Easements, and Restrictions for Eagle Tree at Jupiter, recorded in Official Records Book 13527, Page 810, as affected by the following: (a) First Amendment to Master Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Tree at Jupiter recorded March 12, 2003, in Official Records Book 14916, Page 479; (b) Supplemental Master Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Tree at Jupiter recorded May 17, 2005, in Official Records Book 18595, Page 1095; (c) Second Supplemental Declaration and Second Amendment to the Master Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Tree at Jupiter recorded December 14, 2009, in Official Records Book 23592, Page 1315; (d) Third Supplemental Declaration to Master Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Tree at Jupiter recorded December 30, 2010, in Official Records Book 24288, Page 161; and (e) Certificate Regarding Approval of Fourth Supplemental Declaration to Master Declaration of Covenants, Conditions, Easements and Restrictions for Eagle Tree at Jupiter recorded December 13, 2016, in Official Records Book 28765, Page 1238 (“**Fourth Supplemental Declaration**”), all of the Public Records of Palm Beach County, Florida (collectively, the “**Master Declaration**”), the Articles of Incorporation of the Eagle Tree Property Owner’s Association, Inc. (the “**Association**”), and the By-Laws of the Association, as affected by: (a) Amended and Restated First Amendment to By-Laws of the Eagle Tree Property Owners’ Association, Inc., recorded December 30, 2010, in Official Records Book 24288, Page 172; and (b) Second Amendment to By-Laws of The Eagle Tree Property Owners' Association, Inc., recorded September 24, 2013, in Official Records Book 26344, Page 405; all of the Public Records of Palm Beach County, Florida, all as further amended and supplemented from time to time (collectively, the “**Governing Documents**”), which Property is governed by the Board of Directors of the Association (“**Board**”) and may be managed by a management company (“**Management Company**”); provided, however, the restrictions established by the Governing Documents may be supplemented by Rules and Regulations promulgated by the Board (“**Rules**”). (All provisions of the Governing Documents and the Rules shall apply to all occupants, guests, and invitees of any Owner. Should clarification on any of the Rules be required, please refer to the Governing Documents for further detail or contact the Management Company. Whenever the term “**Lot**” is used herein, it shall mean and refer to either a parcel of land with a residence constructed thereon or any unimproved parcel of land.)

**A. Parking and Vehicular Restrictions:**

1. Pursuant to Section 10.2.A. of the Master Declaration, parking shall be restricted to private automobiles and passenger-type vans, jeeps and trucks having a capacity of no more than two (2) tons. No commercial truck, commercial van, bus, recreational vehicle, mobile home, motor home, camper, trailer, or similar vehicle may be kept on the Property, including within any designated parking areas (“**Prohibited Vehicles**”). Commercial vehicles shall only be permitted to park on the Property for purposes of loading and unloading only, or during such temporary

period of time in which the Owner as procured maintenance or repair services for the Owner's Lot for which such commercial vehicle is required. Please see Section 10.2.A. of the Master Declaration for additional provisions regarding parking and the use of vehicles in, on or about the Property.

2. Pursuant to Section 10.2.B. of the Master Declaration, all boats, jet-skis, wave runners and other vehicles used for similar types of recreational purposes must be parked in a garage at all times when not in use. Motorbikes, mopeds, motor scooters, all-terrain vehicles and any similar vehicle shall not be operated within the Property and shall be stored only in garages. Any use of such vehicles within the Property as may be required for such Owner to obtain access to and from its Lot and a publicly dedicated road right-of-way. All motorcycles shall be equipped with effective sound muffling devices and must be parked in a garage at all times when not in use.

3. Pursuant to Section 10.2.C. of the Master Declaration, no vehicle shall be left within the Property for more the one business day if not capable of self-propulsion. No Owner shall conduct repairs (except in an emergency) or restorations of any motor vehicle, or other vehicle, upon any portion of the Property, except in an enclosed area with the doors thereto closed at all times.

4. Pursuant to Section 10.2.D. of the Master Declaration, no parking shall be permitted on any streets, sidewalks, lawns, or swale areas, and all parking shall only be permitted in driveways and garages on Lots and/or designated parking areas within the Property. All onsite parking is done at the Owner's or Guest's own risk and neither the Association nor the Management Company shall be liable for loss or damage to any such vehicle. Each Owner shall ensure that adequate liability and physical damage insurance is maintained on all vehicles and such coverage shall waive all rights of recovery and subrogation against the Association and the Management Company. Each Owner's coverage shall be the primary and non-contributory. Any vehicle parked in violation of these or other restrictions may be towed by the Master Association at the sole expense of the owner of such vehicle, without warning.

5. Pursuant To Section 10.2.F of the Master Declarations, Owners may utilize and operate private golf carts within the Property. Golf carts may only be operated by persons 16 years of age or older with a valid driver's license. Operations of a golf cart by anyone unlicensed and/or under the age of 16 years, is strictly prohibited.

6. All vendors and commercial vehicles shall be issued a numbered pass by Security. The pass shall list the parking regulations and associated penalties for not adhering to said policy. Owners will be responsible for their guests, vendors, invitees and all others. Each commercial vehicle pass must be displayed on the dashboard when parked on-site.

7. In the event an Owner is having a party and/or other gathering of guests and, as a result of the number of guests, the number of cars expected will exceed the available parking in the driveway, such Owner shall notify the Management Company no less than 48 hours prior to the party and/or gathering and provide the Management Company with: (a) an estimate of the number of expected cars; and (b) the time in which cars will be parked in, on or about a Lot or the Property. The Management Company may establish reasonable time limitations and may reasonably limit where cars may be parked. The Management Company/Security will work with

the Owner to ensure excess guest parking does not interfere with life safety access to the neighborhood. Upon prior approval, this specific circumstance shall be deemed an exception to the parking Rules.

**B. Off Season – May 1<sup>ST</sup> through October 31<sup>ST</sup>:**

1. The following exceptions to the Rules and Regulations may occur in the off season.
2. Homeowners who are doing construction, maintenance, or upgrades to their Lot shall provide a list to Security as to the contractors/vendors who will be in, on or about the Lot and the Property.
3. Construction/vendor vehicles may park on the street according to a weekly alternate side-of-the-street parking schedule which will be listed on all off-season parking passes. This regulation shall allow for vehicles to park on the designated street side only, but not within 10 feet of a mailbox and may not block access to a driveway.

**C. Vehicular Access:**

1. All Residents shall register their vehicles and will be issued a transponder for each registered vehicle. Permanent guests or family members living within the household shall be permitted to register their vehicle(s) and be issued a transponder. Residents' golf carts may also be registered and issued a transponder. No other person shall be issued a transponder.
2. All guests shall enter through the main gate from Donald Ross Road. Permanent guests shall be registered according to the existing policies. Compliance with all other Rules established by the Management Company/Security is required.
3. All commercial vehicles shall enter through the Alternate A1A gate.

**D. Animals and Pets:**

1. Pursuant to Section 10.3 of the Master Declaration, only common household pets belonging to Owners, will be allowed within the Property, subject to the following restrictions:
  - a. Only common household pets may be kept on a Lot.
  - b. No pet shall be permitted outside a dwelling unit except on a leash (limited to 10' in length) and at all times under the control of its Owner.
  - c. No other animals, livestock or poultry of any kind shall be kept on any portion of the Property.
  - d. No pets may be kept for the purpose of breeding or for any commercial purposes whatsoever.

- e. No pets shall be allowed to constitute a nuisance.
- f. Each Owner shall walk his pet only in areas designated by the Board, from time to time, as "Pet Walk Areas".
- g. Each Owner shall promptly remove and dispose of waste matter deposited by his pet through a proper sewage receptacle.
- h. Each household shall be limited to no more than 2 dogs.
- i. No person shall be permitted to walk more than 2 dogs at one time. Please see Section 10.3 of the Master Declaration for additional provisions governing animals and pets.

2. All "Pit Bulldog" breeds, including, but not limited to, Staffordshire Bull Terriers, Bull Terriers, Pit Terriers, and American Pit Bull Terriers (as such list may be modified by the Board from time to time) are prohibited.

3. Each Owner must notify his insurance company of the animal or pet and such insurance must provide coverage in the event the animal causes harm to others or damage to property. Each Owner shall be solely responsible for any injury, loss or damage caused by his pet regardless of the cause or circumstances. Each Owner owning a pet shall ensure that adequate liability insurance is maintained and such coverage shall waive all rights of recovery and subrogation against the Association and the Management Company and the Owner's coverage shall be the primary and non-contributory.

**E. Nuisances:** Pursuant to Section 10.4 of the Master Declaration, no Owner shall make or permit:

- 1. Any loud and/or disturbing noises of continuing nature.
- 2. Any noxious or offensive activity.
- 3. Any emanation of unpleasant odors.
- 4. Any other nuisance or annoyance by himself, his family, tenants, employees, agents, visitors, and licensees, nor do or permit anything by such persons that will interfere with the reasonable rights, comforts or conveniences of the Owners. No portion of the Property shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be unsightly. No noxious, illegal or offensive activity shall be carried on upon any portion of the Property, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Property. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Property. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted within the Property. No unlawful activity of any kind shall be permitted within the Property. Any ultra-hazardous activity permitted

or undertaken by any Owner within any portion of the Property shall be a nuisance, subject to extra protection and/or assurances of safety provided to the Board. Please see Section 10.4 of the Master Declaration for additional provisions regarding nuisances.

**F. Hazardous Materials:** Pursuant to Section 10.5 of the Master Declaration, hazardous materials shall only be stored on the Lots if reasonably necessary to the maintenance thereof (such as customary cleaning products). All hazardous materials shall be stored, utilized and accounted for in accordance with all governmental requirements. Each Owner shall be responsible for the maintenance, clean-up, storage, handling and disposal of any hazardous materials on his Lot and any contamination therefrom. No on-site storage of gasoline or other fuels shall be permitted on any Lot, except that up to 5 gallons of fuel may be stored on each Lot for emergency purposes and operation of gas grills, lawn mowers and similar tools or equipment.

**G. Trash:** Pursuant to Section 10.6 of the Master Declaration, no rubbish, trash, garbage or other waste material shall be kept or permitted on any Lot or the Property except in containers located in appropriate areas, if any, and all events such containers shall not be visible from any other Lot or the Property except for the minimum time necessary for its collection. To provide a healthy environment and in order to eliminate odors and vermin, all trash and garbage must be placed in plastic bags in prescribed garbage container and deposited ONLY in the areas designated by the Board. Owners shall not leave trash out for pick-up prior to 7:30 p.m. on the night prior to pick-up and shall remove trash receptacles as soon as practical after pick-up. No lumber, grass, shrub or tree clipping or plant waste, metals bulk material or scrap or refuse or trash shall be kept, store or allowed to accumulate on any portion of any Lot or the Property, with Architectural Review Board approval. All Lots and the Property shall be kept free and clear of rubbish, debris, and other unsightly material. All builders shall be subject to the restriction as may be applicable.

**H. Unsightly or Unkempt conditions:** Pursuant to Section 10.7 of the Master Declaration, it shall be the responsibility of each Owner of a Lot to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on any Lot.

**I. Antennas or Other Outside Installations:** Pursuant to Section 10.8 of the Master Declaration, no exterior radio or television antenna, aerial, satellite dish or other apparatus may be permitted on a Lot which interferes with the television or radio reception of another Lot. No exterior antenna, aerial, satellite dish or other apparatus for the transmission of, or receiving television, radio or other signals of any kind shall be placed, allowed or maintained upon any portion of a Lot without prior written consent of the Architectural Review Board. Please see Section 10.8 of the Mast Declaration for additional provisions.

**J. Subdivision of Lot:** Pursuant to Section 10.9 of the Master Declaration, no Lot may be subdivided or its boundary lines changed by an Owner, except with prior written approval of the Board. The Board may permit a combination in ownership by appropriate replat of any contiguous Lots intended for one single family detached residence, but solely for the purpose of increasing the size of the residence to be constructed thereon.

**K. Firearms:** Pursuant to Section 10.10 of the Master Declaration, the discharge of firearms in, on or about any Lot or the Property is prohibited. The term "firearm" includes "B-B" guns,

and other firearms of all types, regardless of size. Notwithstanding anything to the contrary contained herein or in the Governing Documents, the Association shall not be obligated to take any action to enforce this restriction, and shall have no liability whatsoever in connection therewith. Please see Section 10.10 of the Master Declaration for additional provisions.

**L. Irrigation:** Pursuant to Section 10.11 of the Master Declaration, no sprinkler or irrigation systems of any type which draw upon from creeks, streams, rivers, lakes, ponds, wetlands, canals or other ground or surface waters within the Property shall be installed, constructed or operated on any Lot, nor shall any wells be permitted.

**M. Garages, Carports, and Outbuildings:** Pursuant to Section 10.12 of the Master Declaration, no Owner shall cause any garage to be permanently enclosed, converted or otherwise remodeled to allow for occupancy of any occupants of the Lot without the prior approval of the Architectural Review Board.

**N. Sight Distance at Intersections:** Pursuant to Section 10.13 of the Master Declaration, all Lots located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

**O. Utility Lines:** Pursuant to Section 10.14 of the Master Declaration, no overhead utility lines, including without limitation lines for electric, telephone and cable television, shall be permitted in, on, or about any Lot or the Property except for temporary construction lines.

**P. Business Use:** Pursuant to Section 10.15 of the Master Declaration, no trade or business may be conducted in or from any Lot, except that an Owner or occupant residing in a Lot may conduct "home business" activities within the Lot so long as:

1. The existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Lot.
2. The business activity conforms to all zoning requirements and other applicable governmental regulations for the Lot and Property.
3. The business activity does not involve persons coming on to a Lot who do not reside on the Lot or door-to-door solicitation of residents within the Property.
4. The business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the sole and absolute discretion of the Board. Please see Section 10.15 of the Master Declaration for additional provisions.

**Q. Landscaping/Exterior Sculptures:** Pursuant to Section 10.16 of the Master Declaration, Lot clearing and grading, installation and removal of landscaping and trees shall be subject to the prior approval of the Architectural Review Board. No trees shall be removed except for diseased or dead trees without the prior approval of the Architectural Review Board, or for safety reasons and any such removal may be conditioned upon replacement of removed trees, with replacements

approved by the Architectural Review Board. No exterior sculptures, fountains, flags (with the exception of those flags specifically authorized by Florida Statutes Section 720.304(2), as amended and renumbered from time to time) or similar items shall be installed on any portion of a Lot without prior written approval of the Board. Any sculpture, statues or artwork of any type whatsoever which are visible from outside the Lot are subject to the prior approval of the Architectural Review Board. Please see Section 10.16 of the Master Declarations for addition provisions.

**R. Signs:** Pursuant to Section 10.17 of the Master Declaration, with the exception of street numbers in front of Lots or names and addresses on mailbox, and except as may be required by legal proceedings of Florida law, no sign, advertisement, banner, notice or other lettering, including, without limitation, “for sale” signs, and those of realtors, contractors and subcontractors shall be exhibited, displayed, inscribed, painted or affixed, in on or upon any part of a Lot or the Property without the written consent of the Architectural Review Board.

**S. Septic tanks:** Pursuant to Section 10.18 of the Master Declaration, septic tanks are not permitted on any Lot.

**T. Club Nuisance:** Pursuant to Section 10.19 of the Master Declaration, no person shall engage in any activity whatsoever which shall interfere with the Trump National Golf Club and Spa property (“**Club Property**”). No persons shall be permitted to jog or walk along the golf cart paths or any other portion of the Club Property unless the prior approval of the Owner of the Club Property has been obtained.

**U. Driveways, Walkways and Mailboxes:** Pursuant to Section 10.20 of the Master Declaration, all driveways, all sidewalks and mailboxes shall be maintained at each Owner’s expense, in the style originally approved by the Architectural Review Board.

**V. Tennis Courts:** Pursuant to Section 10.21 of the Master Declaration, tennis courts and lighting may only be erected, constructed or installed on any Lot with prior approval of the Architectural Review Board.

**W. Drainage:** Pursuant to Section 10.22 of the Master Declaration, no Lot Owner may obstruct or re-channel the drainage flows after installation of drainage swale, storms sewers, or storm drains.

**X. Air Conditioning Units:** Pursuant to Section 10.23 of the Master Declaration, no window air conditioners may be installed on any Lot.

**Y. Lighting:** Pursuant to Section 10.24 of the Master Declaration, except for seasonal Christmas or Holiday decorative lights, which may be displayed between Thanksgiving and January 10<sup>th</sup> only, all exterior lights must be approved by the Architectural Review Board.

**Z. Energy Conservation Equipment:** Pursuant to Section 10.25 of the Master Declaration, no solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any Lot unless approved by the Architectural Review Board.



**AA. Fences:** Pursuant to Section 10.26 of the Master Declaration, fences, other than any originally provided by the Declarant, shall not be erected, removed or maintained upon any Lot or the Property, until all necessary permits and approvals have been issued by the Town and/or any other governmental entity having jurisdiction thereof, and until said fence has been approved by the Architectural Review Board. Please See Section 10.26 for additional provisions.

**AB. Play Equipment:** Pursuant to Section 10.27 of the Master Declaration, all bicycles, tricycles, scooters, skateboards and other play equipment, wading pools, baby strollers and similar items shall be stored while not in use so as not to be visible from streets or adjacent Lots. Swing sets, basketball hoops and backboards and similar sporting or playground equipment may not be erected on Lots without the prior approval of the Architectural Review Board, and if such approval is provided, shall be installed and maintained in accordance with standards adopted by the Architectural Review Board, if any.

**AC. Clothes Lines:** Pursuant to Section 10.28 of the Master Declaration, no outdoor clothes drying lines or related facilities shall be allowed within any portion of a Lot or the Property without the prior written consent of the Architectural Review Board, which consent may be withheld in its sole and absolute discretion.

**AD. Lake and Water Bodies:** Pursuant to Section 10.29 of the Master Declaration, neither the Declarant, the Owner of the Club Property, the Association, nor any of their employees or agent shall be responsible for any loss, damage or injury to any person or property arising out of the authorized or unauthorized use of lakes, canals, ponds or streams within any Lot or the Property or the Club Property. Please see Section 10.29 for additional provisions.

**AE. Agents of Master Association:**

1. Pursuant to Section 10.30 of the Master Declaration, no Owners or resident may direct, supervise, or in any manner attempt to assert control over the employees or agents of the Association, unless such person is an officer or director of the Association acting within their scope of authority.
2. **Verbal Abuse:** The Eagle Tree POA Board of Directors tremendously values its employees and vendors. As such, under no circumstance will the verbal abuse of a POA representative or vendor be tolerated. This policy also extends to cover any verbal abuse committed by one owner to another. Should an instance of verbal abuse occur, the following actions shall be taken:

**First Offense** – At the Board’s sole discretion, either a formal warning, or a \$100 fine and up to a thirty (30) day suspension of transponders and A La Carte Residential Services.

**Second Offense** –\$100 fine and up to ninety (90) day suspension of transponders and A La Carte Residential Services.

**Third Offense** – \$100 fine and up to one-hundred twenty (120) day suspension of transponders and A La Carte Residential Services.

**Fourth Offense and Thereafter** - \$100 fine and up to one-hundred eighty (180) day suspension of transponders and A La Carte Residential Services.

Suspension of transponders will be in effect for all transponders related to a household. Should the transponder suspension period end and the fine not paid, the transponders will remain suspended until such time that the fine is paid. The Eagle Tree Board of Directors reserves the right to implement more severe sanctions than those listed above at their sole discretion. Owners will have 14 days to appeal sanctions levied by the Board of Directors by appearing before the Community Committee as provided under Florida HOA Law.

**AF. Construction of Improvements:** Pursuant to Section 11.6.E. of the Fourth Supplement Declaration, the following construction restrictions are hereby established: (a) during the period, November 1 to, but not including, May 1, only maintenance work, the definition of which specifically excludes exterior construction, and interior installations are permitted, which maintenance work and interior installations shall be conducted Monday through Friday from 7:30 am to 5:30 pm; (b) only emergency repair of existing equipment is permitted on any Saturday, Sunday or national legal holiday from November 1 to, but not including, May 1; (c) from May 1 to, but not including, November 1, all construction projects are to be conducted Monday through Saturday from 7:30 am to 5:30 pm; (d) all exterior construction projects must be completed on or before November 1 and no extensions of this deadline will be authorized; and (e) from November 1 to, but not including, May 1 no construction is permitted that generates excessive noise. The construction restrictions established by this Section 11.6.E. may be waived by the ARB or the Board upon the occurrence of a local emergency such as a hurricane or other disturbance resulting in wide-spread damage throughout the Project. During construction of any permitted improvements on a Lot, the Lot and all other portions of the Property shall be kept in a clean, neat and orderly condition at all times by the Owners and/or Builder. Any debris, trash or mud resulting from the construction shall be promptly removed or remedied, as appropriate, from the Lot and the Property. After commencement of construction of any permitted improvements on any Lot, the work thereon shall be diligently pursued and completed so that improvements shall not remain in a partly finished condition for any period of time longer than that which is absolutely required.

**AG. Sale or Transfer of Lot Ownership:**

1. Pursuant to Section 10.41 of the Master Declaration, as modified by Section 10.41.C., D. E., F., G., H., I, and J., of the Fourth Supplemental Declaration:

a. Transfers Subject to Approval. The following conveyances of a Lot shall be subject to approval by the Board: (i) the sale or disposition of a Lot to a third party pursuant to an agreement of sale, agreement for deed or other written instrument or agreement; (ii) the conveyance of a Lot without consideration; (iii) the transfer of title to a Lot as a result of the death of the Owner; and (iv) the transfer of fee simple title in any manner not specifically listed herein.

b. Notice.

1. Sale. An Owner intending to accept an offer for the sale of a Lot or any interest in a Lot shall give written notice to the Master Association or the Master Association's designee no less than thirty (30) days prior to the proposed closing date and shall provide with such notice on the form promulgated by the Board the following: (a) the name of each proposed purchaser; (b) the current address of each proposed purchaser; (c) the social security number of each proposed purchaser; (d) the date of birth of each proposed purchaser; and (e) any other information reasonably required by the Board. The Board may interview each proposed purchaser at the principal office of the Master Association. The notice by the Owner to the Master Association may include a demand that the Master Association furnish a purchaser, if the proposed purchaser is not approved by the Board; and if such demand is made, the notice shall be accompanied by an executed copy of the agreement containing all of the terms of the sale and purchase.

2. Gift, Devise, Inheritance, Other Transfers. An Owner who has obtained title by gift, devise, inheritance or any other manner not set forth herein, shall give written notice to the Master Association or the Master Association's designee and shall provide with such notice on the form promulgated by the Board the following: (a) the name of each Owner; (b) the current address of each Owner; (c) the social security number of each Owner; (d) the date of birth of each Owner; (e) any other information reasonably required by the Board; and (f) a copy of the instrument of conveyance of the Lot to such Owner recorded in the Public Records of Palm Beach County, Florida. The Board may interview each new Owner at the principal office of the Master Association.

3. Failure to Give Notice. If the notice to the Master Association is not given, then at any time after receiving knowledge of a transaction or event transferring ownership of a Lot, the Master Association, in the Board's discretion and without notice, may approve or disapprove the transfer of ownership. If the Association disapproves the transfer of ownership, the Master Association shall proceed as if the Master Association had received the required notice on the date of such disapproval.

c. Transfer Fee and Costs. The Master Association is empowered to charge: (i) a reasonable fee in connection with, and as a condition to, the approval of a conveyance or other transfer of a Lot in an amount not to exceed the maximum amount allowed (if any maximum amount is established) by Florida Statutes Chapter 720 or other applicable Florida law, regulation, rule or ordinance; and (ii) the actual costs of any inquiry fees for obtaining credit and criminal background checks.

d. Approval.

1. Sale. Within thirty (30) days after receipt of written notice of the proposed sale and the information required to be provided by the Owner and purchaser, the Master Association shall either approve or disapprove the sale.

2. Gift, Devise, Inheritance or Other Transfer. If the Owner giving notice acquired title by gift, devise, inheritance or in any other manner, then within thirty (30) days after receipt of written notice of such transfer and the information required to be provided by the Owner,

the Master Association shall either approve or disapprove the continuance of the Owner's ownership of the Lot.

3. Certificate of Approval. If a sale, gift, devise, inheritance or other transfer is approved, such approval shall be evidenced by a certificate of approval in recordable form executed by an officer of the Master Association and shall be delivered to the purchaser or Owner, as the circumstances dictate, for recording in the Public Records of Palm Beach County, Florida (at the expense of such purchaser or Owner).

e. Failure to Give Notice. If no notice of a sale, conveyance, gift, inheritance, devise or other transfer of title is given to the Master Association or the Master Association's designee, the original Owner and such grantee, transferee, heir or devisee shall be jointly and severally liable for the performance of all obligations and all monetary obligations of the Master Association until the Master Association receives actual notice of such sale, conveyance, gift, inheritance, devise or other transfer. In no event shall the Master Association be deemed to have received constructive notice upon the recording in the Public Records of Palm Beach County, Florida, of an instrument of conveyance or transfer.

f. Disapproval.

1. Grounds for Disapproval. The sale, gift, devise, inheritance or other transfer shall be disapproved only if a majority of the entire Board votes for disapproval and in such case, the sale, gift, devise, inheritance or other transfer shall not be made. Grounds for disapproval may include, but may not be limited to: (a) the current Owner of the Lot is delinquent in the payment of any monetary obligation to the Master Association; (b) a credit report of the proposed purchaser, transferee, heir or devisee evidences a credit score of less than 650; or (c) a criminal background check for the proposed purchaser, transferee, heir or devisee evidences multiple allegations of fraud or convictions for acts of fraud, acts of violence or single acts of an illegal sexual nature.

2. Sale. Written notice of disapproval shall be delivered to the Owner within thirty (30) days after the Owner's written notice and all other information required by the Master Association were delivered to the Master Association or the Master Association's designee. Upon receipt by the Owner of the written notice of disapproval, the sale shall not be completed. If the sale is disapproved and if the notice of the sale included a written demand that the Master Association furnish a purchaser, then within sixty (60) days after receipt of such notice and all other information required to be provided by the Owner, the Master Association shall deliver or mail to the Owner an agreement to purchase the Lot, including the name of the purchaser to which the Owner must sell the Lot, subject to the following terms: (a) the price to be paid shall not be less than that stated in the original agreement delivered by the Owner to the Master Association or the Master Association's designee ("Original Agreement"); (b) the purchase price shall be paid in cash or as otherwise provided in the Original Agreement, at the election of the purchaser; (c) the sale shall be closed within thirty (30) days after delivery or mailing of the substitute agreement to the Owner ("Substitute Agreement"), which Substitute Agreement shall be signed by such Owner; and (d) a certificate of approval shall be delivered by the Master Association to the substitute purchaser in connection with the sale.

3. Gift, Devise, Inheritance or Other Transfer. If the Owner giving notice acquired fee simple title to a Lot by gift, devise, inheritance or other transfer, within sixty (60) days after receipt of such notice and all other information required to be provided by the Owner, the Master Association shall deliver or mail to the Owner an agreement to purchase the Lot by a purchaser approved by the Master Association who will purchase and to whom the Owner shall sell, subject to the following terms: (a) The sale price shall be the fair market value determined by agreement between the Owner and the proposed purchaser within ten (10) days after Owner's receipt of the agreement. In the absence of an agreement regarding the purchase price between the Owner and the proposed purchaser, the sale price shall be determined by an appraisal completed by an MAI appraiser reasonably acceptable to Owner and the proposed purchaser. The expense of such appraiser shall be paid one-half (1/2) by Owner and one-half (1/2) by the proposed purchaser. The decision of the appraiser shall be conclusive. (b) The purchase price shall be paid so that Owner receives the net proceeds at closing. (c) The sale shall close within thirty (30) days following the determination of the purchase price. (d) A certificate of approval shall be delivered by the Master Association to the proposed purchaser in connection with the sale.

4. Failure of the Master Association to Deliver a Purchaser or Default by Purchaser. If: (a) the Master Association fails to timely provide a purchaser upon demand of the Owner in the case of a sale; or (b) the Master Association fails to timely provide a purchaser in the case of a gift, devise, inheritance or other transfer; or (c) the purchaser furnished by the Master Association defaults pursuant to the terms of the applicable Substitute Agreement, then notwithstanding the disapproval or default: (i) with regard to a sale, the Original Agreement shall be deemed approved; and (ii) with regard to a gift, devise, inheritance or other transfer, the Owner shall be deemed approved. In either event, the Master Association shall deliver a certificate of approval to the original purchaser with regard to a sale or the Master Association shall deliver a certificate of approval to the Owner with regard to a gift, devise, inheritance or other transfer.

g. Unauthorized Transactions. Any sale which is not authorized pursuant to the terms of this Section 10.41, shall be void unless subsequently approved by the Master Association and a certificate of approval recorded in the Public Records of Palm Beach County, Florida.

h. Provisions Inapplicable. The provisions of this Section 10.41 are not applicable to: (i) Condominium Lots; and (ii) any Lot owned by a Mortgagee, which acquires title as a result of owning a mortgage encumbering such Lot, whether title is acquired by deed in lieu of foreclosure from the mortgagor or such mortgagor's successors or assigns or through foreclosure proceedings.

**AH. Leasing of a Lot:** Pursuant to Section 10.33 of the Master Declaration, as modified by Section 10.41.C., D. E., F., G., H., I, and J., of the Fourth Supplemental Declaration, Lots shall not be leased without the prior written approval of the Master Association, subject to the following leasing restrictions and procedures (for the purposes of this Section 10.33, the term, "Lot", shall include Estate Lots, Residence Lots and Villa Lots, but shall specifically exclude Condominium Lots and the term "Lessee" shall include all tenants and occupants, of a Lessee of a Lot pursuant to a Lease or oral agreement, which shall also be subject to the terms, covenants and conditions of this Section 10.33):

1. Specific Restrictions. (i) Any and all lease agreements for the lease, rental or occupancy of a Lot, including options to renew a current Lease, between an Owner and a Lessee ("Lease") shall be in writing. (ii) The Lease shall not commence until after the Owner of such Lot submits to the Master Association or the Master Association's designee an application in the form approved by the Board and the Master Association approves the Lease. A gratuitous transfer of occupancy in which an occupant who is not the Owner, immediate family member or temporary guest of an Owner is subject to the restrictions and procedures established by this Section 10.33 even if the occupancy is not subject to the payment of rental. (iii) No Lease may be modified in any respect without the prior written approval of the Master Association. (iv) An Owner may lease or rent only an entire Lot. (v) Subleasing of a Lot and the leasing and the rental of a room in a residence located on a Lot are strictly prohibited. (vi) In the event that an Owner is delinquent in the payment of any monetary obligation to the Master Association, such Owner may not lease such Owner's Lot until all such monetary obligations are paid in full to the Master Association. (vii) No Lease of the same Lot shall be made more often than two (2) times in any calendar year. For purposes of calculation, a Lease shall be considered made on the first (1<sup>st</sup>) day of the Lease term. (viii) No Lease shall be made with a term which is less than four (4) consecutive months in duration.

2. Procedures in Obtaining Master Association Approval.

a. An Owner wishing to enter into a Lease shall give the Master Association or the Master Association's designee written notice of an intended Lease at least thirty (30) days prior to the proposed commencement date of said Lease, together with the application promulgated by the Board from time to time, which application shall include a request for the following information: (a) the names of the proposed Lessees; (b) the social security numbers and dates of birth of all Lessees; (c) the addresses of the proposed Lessees; (d) an executed copy of the proposed Lease; and (e) such other information as the Board may reasonably require.

b. The Master Association is empowered to charge: (a) a reasonable fee in connection with, and as a condition to, the approval of, a Lease in an amount not to exceed the maximum amount allowed (if any maximum amount is established) by Florida Chapter 720 or other applicable Florida law, regulation, rule or ordinance; and (b) the actual costs of any inquiry fees for obtaining credit and criminal background checks. If the renewed Lease term immediately follows the expiration of the previous Lease term in connection with the renewal of a Lease with the same Lessee, no transfer fee shall be assessed by the Master Association; however, the Lease renewal shall be subject to the approval provisions of this Section 10.33.

c. After the required notice and the delivery of all required information to the Master Association or the Master Association's designee, the Board shall approve or disapprove the proposed Lease within fifteen (15) days. If the Board neither approves nor disapproves the Lease within such fifteen (15)-day period, such failure to act shall be deemed the equivalent of an approval and on demand, the Master Association shall issue a letter of approval to the Owner.

d. A proposed Lease shall be disapproved only if a majority of the entire Board votes for disapproval and in such case, the Lease shall not be made. Notice of disapproval shall be sent or delivered in writing to the Owner. Grounds for disapproval may include, but may not

be limited to: (a) the Owner of the Lot to be leased is delinquent in the payment of any monetary obligation to the Master Association; (b) a Lessee credit report evidencing a credit score of less than 650; or (c) a Lessee criminal background check evidencing multiple allegations of fraud or convictions for acts of fraud, acts of violence or single acts of illegal sexual nature.

e. If proper and timely notice is not given by the Owner to the Master Association or the Master Association's designee, the Board, in the Board's sole discretion, may approve or disapprove the Lease.

f. Any Lease not approved by the Board shall be void, unless subsequently approved in writing by the Board. The Board shall have the right to have any Lessees and their personal belongings removed by injunctive relief or by any other means provided in this Master Declaration should the terms of this Section 10.33 be violated.

3. Contents of Lease. Each Lease shall contain and if such Lease does not contain, shall automatically be deemed to contain, the following: (i) all Lessees shall abide by all provisions of the Master Declaration, the Articles of Incorporation, the Bylaws, the Rules and Regulations and the Community-Wide Standard (collectively, "Master Association Documents"); (ii) the Lease shall provide that the Master Association shall have the right to terminate the Lease in the event of a default by a Lessee in observing any of the provisions of the Master Association Documents; (iii) all Lessees recognize that the Board, on behalf of the Master Association, as agent for the landlord/Owner, has the power to evict and eject Lessees under Chapter 83, Florida Statutes, or otherwise, for violations of the Master Association Documents; and (iv) each Lessee having an approved Lease of four (4) months or greater in duration shall provide the Master Association with evidence of ownership of each vehicle owned or leased by such Lessee and, upon delivery of such evidence, shall be entitled to one (1) transponder for each vehicle owned by such Lessee.

4. Provisions Inapplicable. This Section 10.33 shall not be applicable to: (i) Condominium Lots; or (ii) any Lot owned by a Mortgagee, which acquires title as a result of owning a mortgage encumbering such Lot, whether title is acquired by deed in lieu of foreclosure from the mortgagor or such mortgagor's successors or assigns or through foreclosure proceedings.

**AI. Emergencies:** Pursuant to Section 10.34 of the Master Declaration, in case of any emergency originating in or threatening any Lot, the Board or any individual authorized by it shall have the immediate right, but not the obligation, to enter any Lot for the purpose of remedying or abating the cause of such emergency, at the Board's discretion, notwithstanding that the Owner of such Lot is present at the time of such emergency.

**AJ. Solicitation:** Pursuant to Section 10.35 of the Master Declaration, there shall be no solicitation by any person anywhere in, on or about the Property for any cause, charity, or any purpose whatsoever, unless specifically by the Board.

**AK. Insurance:** Pursuant to Section 10.36 of the Master Declaration, nothing shall be done or permitted by any Owner which would increase the rate for any insurance maintained by the Master Association, or cause such insurance to be cancelled or not renewed by the insurer. The Owner is responsible for maintaining property and liability insurance as required by the Master Declaration.

A certificate of insurance must be provided to the Management Company upon purchase of a Lot and any renewals thereof must be provided at least 10 days prior to the renewal. Such coverage shall waive all rights of recovery and subrogation against the Association and the Management Company and the Owner's coverage shall be primary and non-contributory. Certificate of Proof of Insurance should be sent to:

Management Office  
115 Eagle Tree Terrace  
Jupiter, FL 33477.

**AL. Temporary Buildings:** Pursuant to Section 10.39 of the Master Declaration, no out-buildings, portable buildings, temporary or accessory buildings or structures, storage buildings shall be erected, constructed or located upon any Lot for storage or otherwise, without the prior written consent of the Architectural Review Board, which consent may be withheld in its sole and absolute discretion.

**APPLICABLE STATUTORY PROVISIONS  
IF INCORPORATED INTO THE FOURTH SUPPLEMENTAL DECLARATION,  
REFERENCES TO THE APPROPRIATE SECTIONS WILL BE SET FORTH BELOW:**

1. Florida Statutes Section 720.305(1) addresses the obligations of members, as follows:

(1) Each member and the member's tenants, guests, and invitees are governed by, and must comply with, this chapter, the governing documents of the community, and the rules of the association. Actions at law or in equity, or both, to redress alleged failure or refusal to comply with these provisions may be brought by the association or by any member against:

- (a) The association;
- (b) A member;
- (c) Any director or officer of an association who willfully and knowingly fails to comply with these provisions; and
- (d) Any tenants, guests, or invitees occupying a parcel or using the common areas.

The prevailing party in any such litigation is entitled to recover reasonable attorney fees and costs. A member prevailing in an action between the association and the member under this Section, in addition to recovering his or her reasonable attorney fees, may recover additional amounts as determined by the court to be necessary to reimburse the member for his or her share of assessments levied by the association to fund its expenses of the litigation. This relief does not exclude other remedies provided by law. This Section does not deprive any person of any other available right or remedy.

2. The provisions of Florida Statutes Section 720.3085 regarding the right of the Association to collect rent from tenants of delinquent Owners were incorporated as new Section 6.25 in the Fourth Supplemental Declaration, as follows:



Section 6.25 Collection of Rent from Tenant of Delinquent Owner

.A. Demand to Tenant.

If a Lot is occupied by a tenant and the Owner is delinquent in paying any monetary obligation due to the Master Association, the Master Association may demand that the tenant pay to the Master Association the subsequent rental payments and continue to make such payments until: (i) all the monetary obligations of the Owner related to the Lot have been paid in full to the Master Association and the Master Association releases the tenant; or (ii) the tenant discontinues tenancy in the Lot.

B. Notice to Tenant. The Master Association must provide the tenant a notice, by hand delivery or United States mail, in the form substantially similar to the form promulgated by Florida Statutes Section 720.3085(8)(a)1.

C. Tenant Immunity from Claim of Owner. A tenant is immune from any claim by the Owner related to the rent timely paid to the Master Association after the Master Association has made written demand on such tenant.

D. Payment of Rent by Tenant to Owner Prior to Master Association Demand. If the tenant paid rent to the Owner for a given rental period before receiving the demand from the Master Association and provides written evidence to the Master Association of having paid the rent within fourteen (14) days after receiving the demand, the tenant shall begin making rental payments to the Master Association for the following rental period and shall continue making rental payments to the Master Association.

E. Credit to Monetary Obligations. All rental payments received from a tenant shall be credited against the monetary obligations of the Owner until the Master Association releases the tenant or the tenant discontinues tenancy of the Lot.

F. Receipts to Tenant. The Master Association shall, upon request, provide the tenant with written receipts for payments made.

G. Notice to Owner of Master Association Demand for Collection of Rent. The Master Association shall mail written notice to the Owner of the Master Association's demand that the tenant pay monetary obligations to the Master Association.

H. Liability of Tenant. The liability of the tenant may not exceed the amount due from the tenant to the tenant's landlord. The tenant shall be given a credit against rents due to the landlord in the amount of Assessments paid to the Master Association.

I. Statutory Rights of the Master Association. The Master Association may issue notices pursuant to Florida Statutes Section 83.56 and sue for eviction pursuant

to Sections 83.59 through 83.625 as if the Master Association were a landlord under Part II of Chapter 83, Florida Statutes, if the tenant fails to pay a monetary obligation to the Master Association after written demand. However, the Master Association is not otherwise considered a landlord under Chapter 83, Florida Statutes, and specifically has no obligations under Florida Statutes Section 83.51.

J. Limited Tenant Rights. A tenant does not, by virtue of payment of monetary obligations to the Master Association, have any of the rights of an Owner or Member to vote in any election or to examine the books and records of the Master Association.

3. The provisions of Florida Statutes Section 720.305 regarding fines, the suspension of use rights and the suspension of voting rights were incorporated as new Section 10.42 in the Fourth Supplemental Declaration, as follows:

10.42 Fines; Suspension of Use Rights; Suspension of Voting Rights.

A. Fines. The Master Association may levy reasonable fines of up to \$100.00 per violation against any Owner or any Owner's family member, occupant, tenant, licensee, guest or invitee for the failure of the Owner of the Lot or the Owner's family member, occupant, tenant, licensee or invitee to comply with any provision of the Master Declaration, the Articles of Incorporation, the Bylaws, the Rules and Regulations or the Community-Wide Standards. A fine may be levied for each day of a continuing violation, with a single notice and opportunity for hearing, except that the fine may not exceed \$1,000.00 in the aggregate, unless the amounts set forth in this Section 10.42 are modified by Florida Statutes Section 720.305, as amended and renumbered from time to time. A fine of less than \$1,000.00 may not become a lien against a Lot. In any action to recover a fine, the prevailing party is entitled to reasonable attorneys' fees and costs from the non-prevailing party as determined by the court.

B. Suspension of Use Rights. The Master Association may suspend, for a reasonable period of time, the right of an Owner or an Owner's family member, occupant, tenant, licensee, guest or invitee, to use Common Property and facilities for the failure of the Owner of the Lot or the Owner's family member, occupant, tenant, licensee, guest or invitee to comply with any provision of the Master Declaration, the Articles of Incorporation, the Bylaws, the Rules and Regulations or the Community-Wide Standards. This suspension of use rights does not apply to that portion of Common Property used to provide access or utility services to a Lot. A suspension may not impair the right of an Owner or tenant of a Lot to have vehicular and pedestrian ingress to and egress from the Lot, including, but not limited to, the right to park; however, notwithstanding this exception, the disabling of an Owner's transponder during any period of suspension shall not be deemed to have impaired the right of an Owner or tenant to have vehicular access to and from the applicable Lot, provided such disabling of the transponder does not restrict such

Owner from vehicular and pedestrian access to the Property and the Owner's Lot at all times.

C. Imposition of a Fine or Suspension. A fine established pursuant to Subsection A or a suspension established by Subsection B may not be imposed by the Board without at least fourteen (14)-days' notice to the Owner and/or tenant sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) Members appointed by the Board who are not officers, directors or employees of the Master Association or the spouse, parent, child, brother or sister of an officer, director or employee of the Master Association. If the committee, by majority vote, does not approve a proposed fine or suspension, such fine or suspension may not be imposed. The role of the committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board. If the Master Association imposes a fine or suspension, the Master Association must provide written notice of such fine or suspension by mail or hand delivery to the Owner and, if applicable, to any tenant of the Owner.

D. Suspension of Use Rights – Delinquency in Payment. If an Owner is more than ninety (90) days delinquent in paying a monetary obligation due to the Master Association, the Master Association may suspend the rights of the Owner or the Owner's tenant, licensee, guest or invitee to use Common Property and facilities until the monetary obligation is paid in full. This suspension of use rights does not apply to that portion of Common Property used to provide access or utility services to a Lot. Suspension does not impair the right of an Owner or tenant of a Lot to have vehicular and pedestrian ingress to and egress from the Lot, including, but not limited to, the right to park; however, notwithstanding this exception, the disabling of an Owner's transponder during any period of suspension shall not be deemed to have impaired the right of an Owner or tenant to have vehicular access to and from the applicable Lot, provided such disabling of the transponder does not restrict such Owner from vehicular and pedestrian access to the Property and the Owner's Lot at all times. The notice and hearing requirements established by Subsection C do not apply to a suspension of use rights imposed under this Subsection D; however, any suspension imposed by this Subsection D must be approved at a properly noticed Board meeting. Upon approval, the Association must notify the Owner, and if applicable, the Owner's family member, occupant, licensee or invitee by mail or hand delivery.

E. Suspension of Voting Rights. The Master Association may suspend the voting rights of an Owner for the non-payment of any monetary obligation due to the Master Association that is more than ninety (90) days delinquent. A voting interest or consent right allocated to an Owner which has been suspended by the Master Association may not be counted towards the total number of voting interests for any purpose, including, but not limited to, the number of voting interests necessary to constitute a quorum, the number of voting interests required to conduct an election or the number of voting interests required to approve an action authorized by the Bylaws or Chapter 720, Florida Statutes. The notice and hearing

requirements under Subsection C do not apply to a suspension imposed under this Subsection E; however, any suspension imposed by this Subsection E must be approved at a properly noticed Board meeting. Upon approval, the Association must notify the Owner by mail or hand delivery. The suspension ends upon full payment of all obligations currently due or overdue to the Master Association.

F. The suspensions authorized by Subsections B, C, D, and E apply to each Owner and, when appropriate, each Owner's tenants, guests or invitees, even if the delinquency or failure that resulted in the suspension arose from less than all of the multiple Lots owned by an Owner.

The statutory provisions set forth above are subject to change from time to time. At all times, the provisions promulgated by the Florida Legislature, as amended from time to time, shall apply.

**Eagle Tree Property Owners' Association**

**Architectural Design Guidelines**

**and**

**Community-Wide Maintenance**  
**Standards**

Promulgated by:  
Architectural Review Board  
**Revised May 17, 2019**

Subject to change without notice

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## **ARCHITECTURAL REVIEW BOARD**

In accordance with the Master Declaration of Covenants, Conditions, Easements and Restrictions (the Master Declaration) for The Eagle Tree Property Owners' Association ("Eagle Tree POA"), the Architectural Review Board (ARB) was created to administer and enforce the architectural restrictions and covenants for construction, alteration, modification, use and appearance of all improvements, landscaping, signs, fences and other structures (the "Improvements") within the Project. More specifically, this includes Improvements within the Residences at Eagle Tree Neighborhood, the Estates at Eagle Tree Neighborhood, and the Villas at Eagle Tree Neighborhood (the homes built within these Neighborhoods shall be referred to as the Residences, the Estates, and the Villas, respectively)(owners of Residence, Estate, and Villa homes [the "Homes"] and condominium fractional interests in the Project as well as the Eagle Tree Condominium Association, Inc. (as it has the responsibility for the administration and operation of the Condominium Neighborhood), shall be referred to as the "Owners").

While encouraging creativity of architectural and landscape design, the ARB ensures that all residences reflect the overall design objectives within an evolving community and that the unique natural setting is preserved and enhanced. The ARB seeks to (i) assure the harmony of external design and location in relation to surrounding buildings, landscaping and topography, and (ii) protect and conserve the value and desirability of the Project as a residential community. These Architectural Design Guidelines and Community-Wide Maintenance Standards (the "Guidelines") were created to assist in that endeavor.

In accordance with the Master Declaration, the Eagle Tree Property Owners' Association, Inc. (the "POA") delegated to the ARB the following duties, powers and responsibilities:

- The right of specific approval or veto of all architectural, engineering, exterior color, planning and landscaping aspects of any improvement and/or site plan within the Project.
- The rights to adopt, promulgate, amend, revoke and enforce these Guidelines and any rules and regulations it deems necessary to carry out its duties.
- The right to select and approve those Builders and Architects permitted to design or construct the homes within the Project.
- The right to refuse to approve any plans and specifications, including site clearing and grading, which are not suitable or desirable, in its sole discretion, for aesthetic or any other reason. In approving or disapproving such plans and specifications, the ARB shall consider the suitability of the proposed building, improvements, structure or landscaping and the proposed materials thereof, the site upon which it is proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property.
- The right to determine and designate the setback lines necessary to conform to the general plan and the lots described herein. The ARB's judgment and determination shall be final and binding.

Prior to obtaining a building permit or undertaking any activity that requires approval by the ARB under the Master Declaration, plans and specifications ("Plans & Specifications") for any alteration or modification of any Improvements shall be submitted in accordance with the Approval Process outlined below.

An Owner whose application has been denied by the ARB may appeal such decision to the POA Board of Directors (the "Board") under such procedures as the POA Board may determine. The decision of the Board as to any such matter shall be final.

Plans and Specifications submitted to the ARB are not reviewed for structural or engineering sufficiency or conformance with any governmental law, ordinance, building code, and, by approving any such plans and specifications, neither the ARB, the POA, nor its officers, directors or members assumes liability or responsibility for any defect in any structure.

Throughout the review and construction process, the Owner is responsible for all materials, submissions, representations, activities, employees, and subcontractors associated with the construction process.

The ARB shall have the right to make changes to these Guidelines and, to the extent certain features on existing houses may not be preferred features at some future date, changes to these Guidelines are not intended to require an existing Owner to change or update features previously approved by the ARB, except to the extent determined necessary by the ARB due to an alteration, modification or addition to an existing home which review by the ARB is required by these Guidelines or the Declaration.

Approvals are good for two years from the date of the "approval letter".

### WHO MUST SUBMIT

All Owners of lots or homes, including builders, planning to build new homes, construct additions, renovate or modify existing homes, change color, add landscaping, fences, pools, screen enclosures, or other improvements to any Home or the property on which such Improvements is or shall be located within the Project shall submit plans to the ARB and receive approval therefore prior to commencing any such construction or work. Improvements are defined as any building or portion thereof, fence, drive, foundation, sidewalk, equipment, wall, hedge, patio light fixtures, or other structure or landscape fixture, including any external alteration to existing structures, located within the property.

Residential Coordinators will upon request provide homeowner with proper ARB application.

### BOARD APPROVAL

A minimum of 3 out of 5 votes are required for approval. Any ARB application that is submitted by an ARB Member, the applicant must abstain voting on their application. All submissions must be approved at an ARB Board meeting. The Chairman of the ARB, at his/her discretion, may either:

1. grant "Permission to Proceed" if the project is consistent with existing approved projects, pending approval at a scheduled meeting, or
2. solicit review of all ARB Board members to grant "Permission to Proceed" pending final submission of all documentation.

All "Permission to Proceed", and preliminary approvals, must be formally approved at a scheduled ARB Board Meeting.

### WHO SHOULD ATTEND ARB MEETINGS

At the discretion of the Architectural Review Board (ARB), the applicant or legal representative shall be present at the meeting when said applicant's submittal is being reviewed.

### MEETING SCHEDULE

Chairman of the ARB shall call for a meeting when required.



## BOARD STRUCTURE

Members of the ARB. The ARB shall consist of no fewer than three (3) or more than five (5) members appointed in accordance with Section 11.3 of the Declaration.

## FEES

The ARB Board may require, at their sole discretion, any submissions or plans to be reviewed by a third party Architect of the ARB Board's choosing. The professional review fees as charged by the 3<sup>rd</sup> Party Architect shall be payable by the submitting owner.

Additionally, applicant shall be responsible to pay the cost of any and all professionals deemed necessary by the ARB to properly review a submittal. No other fees are required.

## APPROVAL PROCESS

### I. APPROVAL PROCESS

- A. ARB Approval. No changes to any lot, building, fence, wall, hedge, or other structure or landscape improvement (including installation of hurricane shutters) shall be commenced, erected, replaced, removed or maintained (including repainting with a different color), upon any lot, nor shall any exterior addition, change, or alteration be made until the Plans and Specifications showing the nature, color, kind, shape, height, materials, and location thereof are submitted to and approved in writing by the ARB.
- B. Submission Requirements. Required for any new home and for the renovation/modification of an existing home or lot. Owners shall submit the required documentation to the ARB in accordance with these Guidelines. The ARB shall subsequently schedule its review of this material at a regular ARB meeting and shall notify the Owner as to such meeting. The following material shall be required for submission, subject to the extent of the work to be done to the Improvements or property (the submission of material and content of required plans and drawings may be modified accordingly by the ARB on a case by case basis).

#### 1. Preliminary Plan Review

- a) Site Plan
- b) Topographic and Boundary Survey (including topography of lot, topography of adjoining properties for a distance of 25' from all property lines, finished first floor outlines and elevations of adjoining structures)
- c) Tree Survey of all trees 4" in caliper, measured four feet from grade (with spot elevations at base of trees to be saved)
- d) Front and rear elevation
- e) Floor Plan
- f) Preliminary Plan Review Checklist
- g) Application Fee

#### 2. Intermediate Plan Review

- a) Revised, as necessary, all requirements of Preliminary Building Review
- b) Foundation Plan
- c) Preliminary Site Drainage Plan

- d) Roof Plan
- e) All Elevations
- f) Hurricane Protection Plan
- g) Intermediate Plan Review Checklist

3. Final Plan Review

- a) Final Construction Documents (all plans and elevations)
- b) Final Site Drainage Plan
- c) Material/Color Selections (include cut sheets when available and exterior house colors), including, but not limited to:
  - 1. pavers
  - 2. roof tile
  - 3. other hardscape features
  - 4. stucco texture
  - 5. window and door selections
- d) Hurricane Shuttering Plan, if appropriate
- e) Final Plan Review Checklist

4. Post Final Plan Review (within 120-days of construction start)

- a) Final Landscape Plan
  - 1. Plant List
  - 2. Final Drainage Plan
  - 3. Revised Irrigation Plan
  - 4. Accent Lighting Plan
  - 5. Exterior Lighting Fixtures (with cut sheets)
- b) Any requirements of 1-3 not yet finally approved
- c) Post-Final Plan Review Checklist

5. Three (3) copies of all plans and checklists are required. Samples of these checklists are located in the Appendix. To obtain forms, contact the ARB Administrator.

**C. Fee Schedule.** Applicant shall be responsible to pay the cost of any and all professionals deemed necessary by the ARB to properly review a submittal. No other fees are required.

**D. Meeting Schedule and Submittals**

- 1. The Chairman of the ARB shall review the submittal and notify applicant of the next scheduled meeting.
- 2. Submittals, if determined to be incomplete will be returned.
- 3. The ARB encourages Owners, together with their builder, to attend the ARB meeting(s) at which their plans will be considered.

**E. General Notes Regarding Plans**

- 1. Plans are preferred on 24" x 36" sheets drawn at a scale of 1/8" = 1', or larger.
- 2. Plans shall show lot number, Owner name, builder and date, north arrow, scale, date and the name of the company who prepared them.
- 3. Final building and structure plans shall be signed and sealed by a registered Florida Architect and landscape/hardscape plans by a registered Florida Landscape Architect. Note: Signed and sealed documents submitted to the ARB serve as certification to the ARB that the documents submitted have been designed and documented under the supervision of the registered professionals affixing his or her seal to the documents pursuant to the rules and regulations outlined by the State of Florida Department of Professional Regulation.
- 4. The following statement shall be printed on all plans, and considered a

part thereof, the submittal information to the ARB:

"The signature and professional seal affixed to these plans acknowledge these plans are in compliance with The Architectural Review Board Architectural Design Guidelines and Community-Wide Maintenance Standards."

5. Three (3) signed and sealed copies of all plans and accompanying checklists are required.

**F. Site Plans**

1. Site Plans shall be at 1" = 20' scale and shall show all property lines and setbacks from all property lines.
2. Driveways, walks, decks, service courts, screening and/or retaining walls and fences, steps, and associated "hardscape" shall be shown on the Site Plan.
3. Site Plans shall show the adjacent road elevation (at centerline); minimum permitted finished floor elevation; proposed finish floor elevation(s); spot elevations at the four corners of the lot; and, proposed means of controlling storm water.
4. Site Plans shall show all proposed structures, fences, pools, and electric meter, A/C and equipment locations.
5. Site Plans shall show all utilities (and the location of all hookups there for), surface drainage, easements, equipment or structures located or to be located on the site.
6. Site Plans shall show all elements which may be readily visible from the outside of the home.
7. Site Plans shall show the service entry of all utilities and other services to the lot.
8. Site Plans shall show the location and identification of special features, (e.g. lakes, ponds, preserve areas, easements, adjacent structures, golf course fairways, cart paths, etc.)
9. Site plans shall show the adjacent lots on each side of the proposed lot with the surveyed outlines and spot elevations of existing homes, structures, pools, enclosures, cabanas, etc. and means of controlling storm water. Spot elevations along the common property lines shall be included as well.
10. Site plan shall show a proposed shell rocked temporary parking area and screening plan for 10 vehicles for those working on the project or making delivery to the project, as well as a screening plan for dumpster and Port- O-Let location.
11. Tabular data identifying total building square footage (broken down with air-conditioned square footage, covered decks and patios, garage, etc.), pervious to impervious calculations, maximum height of structure (excluding chimneys, etc.)

**G. Architectural Drawings**

1. Architectural drawings shall be prepared, signed and sealed by a registered Florida Architect (see section I.E.3) and shall include:
  - a) Foundation Plan
  - b) Floor Plans: at "Yo!" = 1'0 scale, indicating thereon the total heated/air conditioned square footage (stated by floor in case of multi-floored residences) and the total gross square footage under roof.
  - c) Elevation Drawings: All sides. Indicate existing grade, proposed fill and grade, and height of highest roof measured from finished floor. Elevations to show walks, stairways, walls, driveways, electrical meter location, HVAC equipment, pool equipment, etc. and the proposed screening thereof.

- d) All building elevations should clearly indicate the materials shown as well as color and/or texture if not known by its designation, including garage and entry doors. If any exterior material designation is not commonly known as to the color, texture or other such characteristic of its appearance and cannot be specified in such a manner that it is clearly understood by the ARB, a sample of such material shall be supplied for approval prior to its application and/or installation.
- e) Detailed Drawings of:
  - 1. Typical wall section.
  - 2. Patio wall section.
  - 3. Other features desirable for clarification, such as exterior walls, decks, screens, and pools, etc.
  - 4. Method of protecting opening to meet appropriate hurricane codes.
  - 5. Roof plan indicating slopes, ridges, valleys, chimneys, percent of flat area, skylights, vent and exhaust fan locations, solar devices and proposed materials, including roofing, flashing, and any other ornaments or features.
- f) Certification by the Architect: That the plans conform to these Guidelines (see page 8, section I E 4).
- g) The floor plan shall delineate the names of each room and/or the purpose of such room. There shall be an overall computation of the total living area, roofed or covered area, and garage or storage space.

#### **H. Drainage Plans**

- 1. A plan view of the lot and structure must indicate the following minimum requirements:
  - a) Survey elevations of lot corners.
  - b) Survey elevations of road fronting the property (centerline and edge).
  - c) House finish floor elevation(s). (Note: Include finish floor outlines and elevation of adjoining structures).
  - d) Spot elevations around the lot sufficient to indicate flow of surface water.
  - e) Overland drainage flow patterns and swale locations.
  - f) Any sub-surface drainage systems.
  - g) Roof gutter downspout locations and flow patterns.

#### **I. Tree Survey Plan**

Plans shall show the location and the size of all existing trees (4" caliper and greater), palms and other significant vegetation on the site and proposed plans for their preservation, transplanting or removal. The ARB retains the right to require homeowners and builders to transplant or preserve trees, wherever appropriate, in the ARB's sole discretion.

#### **J. Certificate of Compliance.**

- 1. Upon completion of the installation, construction or alteration of any improvement in accordance with plans and specifications approved by the ARB, the architect, landscape architect or contractor, as specified in the ARB's prior approval, shall issue a Certificate of Completion, identifying such improvements and the Lot upon which such improvement(s) is (are) placed, and stating that such approved

improvement(s) has {have) been completed in accordance with such approved plans and specifications. After receipt by the ARB of the Certificate of Completion, the ARB shall conduct such inspections as it deems appropriate and, if the installation of the improvement(s) is (are) found acceptable to the ARB, the ARB shall issue a Certificate of Compliance stating that the improvement(s) has (have) been approved and that such completed improvement(s) complies (comply) with such plans and specifications. A copy of said Certificate shall be filed for permanent record with the plans and specifications on file with the ARB.

2. Any Certificate of Compliance issued in accordance with the provisions of this Section shall be prima facie evidence of the facts therein stated and shall be conclusive evidence that such improvements comply with all the requirements of this Article; provided, however, that the Certificate shall in no way be construed to certify the acceptability, sufficiency or approval by the ARB of the actual construction, or the quality of the workmanship, or to represent or warrant to anyone the value, quality, function or operation of the improvements or of any construction, workmanship, engineering, materials or equipment.
3. The issuance of the Certificate shall in no way be construed to certify to any party that the subject improvements have been built in accordance with any applicable laws, rule or regulation.

**K. Repainting Only**

In the event that the only proposed alteration or change to an Improvement consists of repainting the exterior of the Improvement to a color or colors different than originally approved by the ARB, the Plans & Specifications submitted for review may be limited to:

1. The name of the paint manufacturer, description and color of the paint for each color proposed to be used.
2. A minimum of 8x11 inch sized paint sample for each color.
3. A description of the Improvement to be repainted as well as the specific area of the Improvement where each color will be applied if more than one color is to be applied.
4. Any other information requested by the ARB in writing.

**L. Construction Notifications**

In cases of major construction projects, such as but not limited to home additions, the ARB will notify the adjacent homeowners to provide them with an opportunity to review the plans before preliminary review. This will give neighbors the opportunity to view and understand the improvement that is taking place. After notifications are sent, approval of the plans will be considered at the following ARB meeting, or after 14 days, whichever is greater.

## **DESIGN GUIDELINES**

### **II. BUILDING GUIDELINES**

- A Size: All Residences and Estates shall have a minimum square footage of enclosed dwelling space as noted below. The term "enclosed dwelling space" shall mean the total enclosed heated and air-conditioned area within a dwelling. It does not include garages, terraces, decks, open porches and similar areas.

	<u>Residences</u>	<u>Estates</u>
1. Single story	2,600 sq. ft.	2,600 sq. ft.
2. Two story	3,200 sq. ft.*	4,000 sq. ft.*

\*Min. of 2,500 sq. ft. on ground floor; second floor not to exceed square

footage of first floor.

- B. Building Envelope and Setbacks: All Improvements and modifications thereto shall remain consistent with all local codes and ordinances.
- C. Heights: Homes are limited to two stories with a maximum height of 35 feet above finish floor (excluding chimneys, etc.). The minimum interior ceiling height is 9' on first floor and 8' on the second.
- D. Foundations: Foundation modification and building footprint may be modified for addition and/or alteration, as long as the change and/or modification are consistent with all local codes and ordinances (change to ordinance effective February 2, 2015).
- E. Elevations: All house elevations shall have an architectural consistency. Side elevations shall include decorative window and door details.
- F. Exterior wall finishes to include stucco (with a hand finish) (including approved special stucco treatments such as tabby, faux stone, etc.), stone, solid wood, or a combination of these materials. The use of brick is discouraged; however, the ARB will consider brick consistent with a natural color palette, which may be utilized on a limited basis.
- G. Unacceptable exterior materials include asphalt siding, metal siding, exposed concrete or concrete block, composition shingles, log siding, plastics, simulated or imitation materials {brick, etc.) and other products or finishes which give the appearance of poor quality. The use of plywood and masonite siding is prohibited.
- H. Windows: Wood windows and vinyl and aluminum clad windows will be permitted subject to color approval by the ARB. No silver or mill finish metal windows or storefront systems of any kind will be permitted. Metal windows, if permitted, must have an approved factory applied color. Recommended window types include casement, single or double hung, bay windows, pivoting and sliding. Awning or jalousie windows are not permitted. Long, narrow "pill box" windows will not be permitted. The general header height of windows and doors shall be a minimum of 7'4" above the finished floor on the first level. It is recommended that openings should not consist of more than 35% of the total exterior wall area. All houses must conform to the Florida Energy Code. Windows on the side elevations of homes are encouraged to have raised bands or shutters. Tinted (less than 10% tint) glass is acceptable, but not foil or reflective material. Drapery liners of a neutral color are required to provide a consistent exterior appearance if interior drapery color is not neutral or pastel. "Butt-glass windows" are not permitted. The plans must designate how the resident intends to provide protection of all openings to meet the standard for "windborne debris impact test" (SSTD 12/94).
- I. Doors: Wood or aluminum clad exterior doors are strongly recommended. No sliding glass doors may face the street in front of any residence. Unusual or unique door designs may require a submittal of shop drawings or brochures prior to ARB approval.
- J. Shutters and Awnings: Painted wood shutters, aluminum shutters and approved hurricane shutters are permissible (roll-down hurricane shutters are permitted if completely concealed from view). All hurricane shutters must be painted with a color approved by the ARB. Plastic composition shutters of a decorative nature

are not permitted. Limited use of canvas awnings is permitted with ARB approval. Awnings are permitted at rear elevations only.

- K. Roofs and Chimneys: Any roof and chimney modifications to a Home shall remain consistent with the original construction and design of that Home and the other Homes in that Neighborhood. ARB may approve different roof designs deemed architecturally pleasing although not consistent with the original design.
- L. Solar Devices: Solar devices or other hardware, equipment or components shall be permissible with prior ARB approval, on side and rear elevations only, and only if not visible.
- M. Fireplaces: All fireplaces must be constructed of masonry. No pre-fabricated fireplaces are permitted.
- N. Skylights: Bubble skylights are not allowed. Flat skylights are permissible only with prior ARB approval and on side and rear elevations only.
- O. Outdoor Lighting: All lighting (including landscape lighting) must be submitted to the ARB for approval. No exterior lighting shall be permitted which, in the opinion of the ARB, would create a nuisance to the adjoining property, or which ARB feels is excessive. No exterior lighting may be colored, except holiday lighting during the holiday season.
- P. Garages: All garages must accommodate at least two cars. Garage doors shall be electronically operated and placed so doors do not face the street. Garage doors may not exceed 18' in width. Carports are not permitted.
- Q. Driveways: Any driveway modifications to a Residence or Estate shall remain consistent with the original construction and design of that Home and the other Homes in that Neighborhood. Driveways shall not impede drainage of streets, rights-of-way or easements. The use of trench drains in the driveway apron is encouraged to facilitate the flow of drainage within the right-of-way.
- R. Service Courts: Trash receptacles, utility meters, pool equipment, HVAC equipment, lawn care equipment, fuel tanks, transformers and any other meters shall be screened from view from roads, adjacent properties and the golf course by landscaping or a wall or fence at least 4 feet high, made of approved materials. No permanent overhead services will be permitted. Air conditioning equipment must be located in the side or rear yard and must be screened by an approved fence or other landscaping materials. Air conditioning condensate lines may not be exposed to the exterior.
- S. Fencing and Walls: All fences and walls shall be of a decorative character. All fence locations, heights, styles and colors must be approved by the ARB prior to construction. The use of a combination of materials in the design of fencing is encouraged. Any fence bordering a wetland or preserve area must allow for natural drainage to the wetland or preserve area. No solid wood or chain link fences are permitted.
- T. Signage: No builder's or other contractor's identification sign will be permitted.
- U. Soffits and fascias: No metal soffits or fascias are permitted.
- V. Colors: In general, the theme will be to blend with, rather than dominate, the environment which includes not only the topography and vegetation, but also other Homes which are in close proximity. No more than four colors

should be used, excluding the roofing color, provided that the roofing color is in a neutral range. All exterior colors must be presented to and approved by the ARB.

- W. Pools: Pools must be consistent with all setback requirements. Pool equipment may be located in the setback area if permitted under local building and zoning ordinances, and requires the same screening as air-conditioning equipment. Pool filter discharge, pool overflow or backwash may not discharge directly into a water feature or water management easements, but should be directed into yard drains.
- X. Screen Enclosures: No "bird cage" style enclosures will be allowed. Design elements for screen enclosures shall follow the structural elements of the primary structure.
- Y. Cabanas: Cabanas are considered attached or unattached out buildings and shall be constructed consistent with all other ARB regulations and all local codes and ordinances.
- Z. Gazebos: Gazebos are non-air-conditioned, open air structures. Gazebos shall comply with the same setback requirements as swimming pools.

### **III. LANDSCAPE, IRRIGATION and DRAINAGE GUIDELINES**

All landscape, irrigation and drainage must remain consistent with the original design and construction of the home and Neighborhoods and any modifications thereto shall be subject to ARB approval. (See separate Landscape Guidelines for details).

### **IV. OTHER ITEMS REQUIRING ARB APPROVAL** {this list is provided for example only and should not be considered exhaustive)

1. Trellises
2. Satellite dishes and antennas
3. Playground equipment
4. LP gas and oil tanks must be buried, but shall not be placed within any easement
5. Tennis/sports courts
6. Dog houses
7. Basketball goals
8. Flagpoles - The maximum height of any flagpoles within the residential community shall be limited to a maximum of 35' as measured from the ground to the highest point of the flag pole.
9. Statues
10. Generators

### **V. ITEMS NOT PERMITTED WITHIN THE PROJECT** (this list is provided for example only and should not be considered exhaustive)

1. No signs are permitted on the property.
2. Flashing lights, neon, or permanent colored lights.
3. Above ground pools.
4. Accessory structures, such as playhouses, treehouses, permanent tool sheds or uninhabitable buildings.
5. Clotheslines.
6. Exposed roll-down or "accordion" shutters.



## CONSTRUCTION ACTIVITY

### VI. CONSTRUCTION ACTIVITY

#### A. Scheduling of Major Construction Projects and Homeowner Responsibility

- Homeowner must obtain preliminary approval through the ARB.
- Final approval must be obtained through the ARB. In order to obtain final ARB approval the following items must be submitted to the ARB by May 1: all building permits for the construction project; contractor name, address and telephone number; construction schedule; landscape plans; and a plan for construction supervision.
- All projects must be completed by November 1. Completion of a construction project includes removal of all dumpsters, fencing, toilets, and debris.

#### B. Landscaping on Construction Projects

- No landscaping changes or improvements are to be made without ARB approval.
- Landscape plans must be submitted to the ARB for final approval no later than May 1.
- The installation of any required landscaping must start no later than October 15 and be completed by November 1.

#### C. Major Projects

- Major projects are defined at the discretion of the ARB.
- The number of construction projects permitted by the ARB to be awarded to any one contractor during the same period is at the discretion of the ARB.
- Only contractors on the Approved Builders List will be approved.
- Contractors are subject to a credit, background check and disqualification by the ARB if the credit or background check is unsatisfactory, in the reasonable discretion of the ARB.
- For major construction projects, contractor and homeowner must sign the Construction Guidelines Acknowledgement Form before any work begins. Refusal to sign the acknowledgment form will lead to the contractor being removed from the approved builder list and will no longer be able to work on property.

#### D. Project Completion

- Any contractor who has not completed their project by November 1 will be prohibited from entrance to the property and may be removed from the Approved Builder List. Per the Governing Documents, the ARB does not have the ability to issue an extension to this deadline.
  - Fines may be imposed upon the homeowner in accordance with Florida Statutes for non-compliance.
  - November 1 to May 1 all maintenance work and interior installations are to be conducted Monday through Friday from 7:30am to 5:30pm.
  - Only emergency repairs on existing equipment are allowed on Saturday, Sunday and holidays from November 1 to May 1.
  - Between November 1 and May 1 no maintenance or construction work may be done which generates excessive noise.
  - After May 1 to October 31 all construction projects are to be conducted Monday through Saturday from 7:30am to 5:30pm.
1. Once the construction of any improvement has begun, work thereon must be prosecuted diligently and must be completed within a reasonable time.
  2. Construction site maintenance is required so that all construction sites

- are maintained in a clean and orderly fashion throughout the construction process.
3. Neighboring lots may not be used for parking, the storage or dumping of construction equipment, debris, trash or similar items.
  4. Dumpsters for trash must be changed when trash reaches the maximum level of the dumpster.
  5. All builders' employees and subcontractors must be registered with Project security. Builders are responsible for providing registration information.
  6. All trees to be preserved or relocated shall be protected by barriers. No heavy equipment, vehicles or materials shall be placed under existing trees.
  7. The builder shall be responsible for keeping roadways clear of trucks, cars and equipment. The Palm Beach County Fire Marshall insists that all roadways shall be passable at all times. Construction vehicles, landscape vehicles and pool maintenance vehicles shall follow weekly, alternate side of the street, parking rules as instructed by Security.
  8. Under no circumstances shall any construction materials be unloaded on the roads. The builder is held responsible for the condition of the site during construction and is required to place dumpsters and sanitary facilities as inconspicuously as possible. The site should be policed at the end of each working day and left in a neat condition. There shall be no advertising signs placed on the building site at any time by anyone, except for approved builder signs as indicated elsewhere in these guidelines.
  9. The builder shall erect a barrier of choice along the side yard property lines and rear yard easement lines to ensure no construction activity encroachment onto adjacent lots. (Refer to SFWMD or Town of Jupiter guidelines for protection of preservation or wetland areas).
  10. The builder shall address, to the satisfaction of the ARB, the proposed location of contractor's I.D., posted permits/notices, sign, portable outdoor toilet facilities, and method of trash containment and removal, and parking.
  11. All work to be performed to a Lot or home must be completed in a reasonable time frame, as may be customary for such type of work. Schedules shall be submitted to the ARB for approval.

## **COMMUNITY-WIDE MAINTENANCE STANDARDS**

### **VII. MAINTENANCE OF PROPERTY**

- A. Each Owner shall maintain the exterior of his home, walls, roofs, private fences and other improvements on his lot, in good condition and repair.
- B. Landscape Maintenance
  1. The POA and the Condominium Association shall be responsible for the continued maintenance of all landscaping on Residence, Estate, Villa, and Condominium Lots, as provided for in the governing documents.
  2. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain on any part of the property and no refuse pile or unsightly objects shall be allowed to be placed or remain anywhere thereon.
  3. Under no circumstances are vacant lots to be used as dumping grounds.

4. Owners shall be responsible to replace dead and damaged trees and shrubbery.

In the event an Owner shall fail to maintain the exterior of his home or other improvements on his lot, the ARB, the POA or the Club Owner (in accordance with the terms of the Declaration) shall have the right to enter upon any lot to repair, maintain and restore the exterior of buildings and fences and any other improvements. The cost of such maintenance shall be assessed to the Owner. Every reasonable effort will be taken to inform the Owner before such action is taken.

## **VIII. QUICK REFERENCE**

### **Building Envelope and Setbacks:**

Shall not change from the location of existing improvements. Changes, modifications and alterations shall be consistent with local codes and ordinances.

### **Building Size:**

Two-story maximum.

Minimum Square Footage:

	Residences	Estates
One-story:	2,600 sq. ft.	2,600 sq. ft.
Two-story:	3,200 sq. ft.	4,000 sq. ft.

### **Building Height:**

35' maximum from finished floor

Finished floor- 1.5' above adjacent road (minimum height)

Finished floor- 2.0' above minimum finished floor (preset for each lot)

### **Pool:**

Consistent with setbacks.

## APPENDIX

The Eagle Tree Property Owners' Association

PRELIMINARY PLAN REVIEW  
CHECKLIST

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

Parcel ID/Lot# \_\_\_\_\_

Property Address \_\_\_\_\_

Owner(s) Name(s) - - - - -

Builder \_\_\_\_\_

SUBMITTAL	RECEIVED BY ARB (YES OR NO)
SITE PLAN	
TOPOGRAPHIC AND BOUNDARY SURVEY	
TREE SURVEY	
FRONT ELEVATION	
REAR ELEVATION	
FLOOR PLAN	
APPLICATION FEE	

**The Eagle Tree Property Owners' Association**

**INTERMEDIATE PLAN REVIEW  
CHECKLIST**

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

Parcel ID/Lot# \_\_\_\_\_

Property Address, \_\_\_\_\_

Owner(s) Name(s) — — — — —

Builder \_\_\_\_\_

SUBMITTAL	RECEIVED BY ARB (YES OR NO)
REVISED REQUIREMENTS FROM PRELIMINARY REVIEW	
FOUNDATION PLAN	
PRELIMINARY DRAINAGE PLAN	
ROOFING PLAN	
ALL ELEVATIONS	
HURRICANE PROTECTION PLAN	

**The Eagle Tree Property Owners' Association**

**FINAL PLAN REVIEW  
CHECKLIST**

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

Parcel ID/Lot# \_\_\_\_\_

Property Address \_\_\_\_\_

Owner(s) Name(s) — — — — —

Builder \_\_\_\_\_

SUBMITTAL	RECEIVED BY ARB (YES OR NO)
FINAL CONSTRUCTION DOCUMENTS	
FINAL DRAINAGE PLAN	
MATERIAL/COLOR SELECTIONS	
HURRICANE SHUTTERING PLAN	

**The Eagle Tree Property Owners' Association**

**POST - FINAL PLAN REVIEW  
CHECKLIST**

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

Parcel ID/Lot# \_\_\_\_\_

Property Address \_\_\_\_\_

Owner(s) Name(s) — — — — —

Builder \_\_\_\_\_

SUBMITTAL	RECEIVED BY ARB (YES OR NO)
FINAL LANDSCAPE PLAN, INCLUDING 1) Plant List 2) Final Drainage Plan 3) Revised Irrigation Plan 4) Accent Lighting Plan 5) Exterior Lighting_ Fixture	
ANY REQUIREMENTS FROM PRIOR REVIEWS NOT YET FINALLY APPROVED:	



The Eagle Tree Property Owners' Association

ARCHITECTURAL REVIEW APPLICATION

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

[ ] PRELIMINARY REVIEW [ ] INTERMEDIATE REVIEW [ ] FINAL REVIEW

Parcel ID/Lot# \_\_\_\_\_

Property Address. \_\_\_\_\_

Owner(s) Name(s) - - - - -

Address \_\_\_\_\_ Home Phone \_\_\_\_\_

City/St/Zip \_\_\_\_\_ Mobile  
Phone \_\_\_\_\_

Office Phone \_\_\_\_\_ **Fax** - - - - -

Builder \_\_\_\_\_

Architect. \_\_\_\_\_

Landscape Architect. \_\_\_\_\_

Address \_\_\_\_\_ Home Phone \_\_\_\_\_

City/St/Zip \_\_\_\_\_ Mobile  
Phone \_\_\_\_\_

Office Phone \_\_\_\_\_ **Fax** - - - - -

Has this floor plan been approved previously for another job?  
(Yes/No) If yes, which lot? \_\_\_\_\_

Square Footage:

Air Conditioned: 1<sup>st</sup> Floor \_\_\_\_\_ 2<sup>nd</sup> Floor \_\_\_\_\_

**Total** - - - - -

Covered Porches/entries/etc. \_\_\_\_\_ Garage \_\_\_\_\_

Total \_\_\_\_\_

Total \_\_\_\_\_ Grand

General Information:

# Bedrooms \_\_\_\_\_ # Baths \_\_\_\_\_ # Stories \_\_\_\_\_

Proposed Finished Floor Elevation \_\_\_\_\_

The Eagle Tree Property Owners' Association

ARCHITECTURAL REVIEW APPLICATION  
APPROVAL CHECKLIST

BUILDING:

Square Footage Under Roof: \_\_\_\_\_  
Maximum Height  
of Building: \_\_\_\_\_  
Floor Elevation: \_\_\_\_\_

HOMESITE:

Square Footage of Lot: \_\_\_\_\_

ROOF:

Style/Type: \_\_\_\_\_  
Material: \_\_\_\_\_  
Pitch: \_\_\_\_\_

SETBACKS:

	HOUSE	POOL	PATIO	WALLS	FENCES
FRONT					
RIGHT					
LEFT					
REAR					

GARAGES:

Number of Automobiles: \_\_\_\_\_  
Additional \_\_\_\_\_ golf cart: \_\_\_\_\_  
\_\_\_\_\_ Dimension: \_\_\_\_\_

DRIVEWAY CONSTRUCTION:

Material: \_\_\_\_\_  
Dimension: \_\_\_\_\_

The Eagle Tree Property Owners' Association

SPECIFICATION SHEET  
ARCHITECTURAL REVIEW BOARD SUBMITTAL

Exterior Features	Color/Finish	Description
Driveway		
Entry Walk		
Siding_		
Stone		
Brick		
Stucco		
Shutters		
Windows		
Window Trim		
Entry Doors		
Glass Sliding Doors		
French Doors		
Garage Doors		
Roofing		
Fascia		
Railings		
Gutters		
Chimney		
Screen Enclosures		
Porch/Patio/Pool Deck/Driveway/Walk		
Privacy Fencing/Walls		
Planters		
Others (as required)		

NOTE: EACH LINE ITEM MUST HAVE THE MANUFACTURER'S NAME, ITEM'S NAME, STYLE NUMBERS, MATERIALS, COLOR CHIPS, PHOTOS, ETC. AS INDICATED IN THE DESIGN GUIDELINES.