

## *Cypress Point at the Reserve Association, Inc.*

c/o Bristol Management Services, Inc.  
543 NW Lake Whitney Place, Ste. 101, Port St. Lucie, FL 34986  
Phone (772) 323-2004 Fax (772) 878-1519

### DESIGN REVIEW PACKAGE

The Cypress Point HOA Design Review Committee requires the following:

1. Requests to make any and all changes to the exterior of your home, including landscaping, must be submitted to the Cypress Point HOA for review. Complete the attached Request for Minor Modification Application and Waiver of Liability. Return the paperwork to Bristol Management.
2. Incomplete submittals will be returned to the property owner and will not be reviewed.
3. The property owner is responsible for obtaining all city and county permits, which must be submitted to the Design Review Committee with the application.
4. Include a copy of any blue prints, samples, sketches, photos, color schemes, site plans, etc. of the proposed changes. Approvals which also require PGA Village ARC approval must include the complete package required by the PGA Village ARC.
5. Applications to the Cypress Point POA are not subject to a Cypress Point application fee.
6. You will be notified in writing of the result of your request. Please allow adequate time for review prior to scheduling work.

IF YOU HAVE ANY QUESTIONS,  
PLEASE CALL THE BRISTOL MANAGEMENT OFFICE 772-323-2004.

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**Design Review Committee Request For Modification**

I, \_\_\_\_\_, hereby request approval by the Design Review Committee for the modifications shown below to lot # \_\_\_\_\_ located at \_\_\_\_\_, Port St. Lucie, FL 34986.

Modifications Requested (Attach additional sheets as needed):

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Upon approval of this modification request, I/We will assume all liability for any damage incurred as a result of this modification as well as any additional maintenance cost that may be incurred. I/We also agree to obtain any permits that may be required by any and all governmental agencies for this modification.

The following information must be attached to this form at the time of submission of this request. Use additional sheets if necessary.

- A detailed sketch, including the dimensions of the proposed modifications.
- The locations of the modifications on the property.
- A copy of the survey of the property.
- Color samples, if applicable
- A copy of the business and occupational license for the contractor.
- Proof of general liability, automobile, and workers compensation insurance naming Cypress Point at the Reserve Association, Inc., c/o Bristol Management Services, 543 NW Lake Whitney Place, Suite 101, Port St. Lucie, FL 34986 as Additional Insured on Certificates of Insurance.
- Complete PGA Village ARC application if PGA ARC approval is required.

Owner's signature: \_\_\_\_\_ Phone #: \_\_\_\_\_

Date submitted to Design Review Committee: \_\_\_\_\_

Date received by the Design Review Committee: \_\_\_\_\_

The above request for modification of Lot # \_\_\_\_\_ has been:

Design Review Advisor Recommendation <input type="checkbox"/> Approved <input type="checkbox"/> Approved with the following changes: _____ _____ _____ _____ <input type="checkbox"/> Denied	Design Review Committee Action <input type="checkbox"/> Approved <input type="checkbox"/> Approved with the following changes: _____ _____ _____ _____ <input type="checkbox"/> Denied
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Signed: \_\_\_\_\_ Date: \_\_\_\_\_



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Waiver of Liability

Print name \_\_\_\_\_ (hereinafter known as "Owner") of \_\_\_\_\_ (Unit/Address), Port St. Lucie, FL., seeks approval for said addition, change or alteration to the above-mentioned Unit/Lot from the Board of Directors of CYPRESS POINT AT THE RESERVE ASSOCIATION, INC. (hereinafter known as "Cypress Point").

Owner shall be responsible for all costs and expenses in the addition, change or alteration of said Unit/Lot. All such work shall be completed in good and workmanlike manner in accordance with all applicable laws, ordinances, rules, regulations and requirements of all governmental bodies or officers having jurisdiction over such work, and before such work is commenced, all required permits and authorizations shall be obtained by Owner. Work shall be conformance with approved plans.

Owner shall pay all costs, expenses and damages to repair or replace any portion of the common areas damaged by subcontractors, material men, mechanics or other third parties rendering goods or services to said Unit/Lot upon notice of the PGA Village Association Board and/or the Cypress Point Board within forty-five (45) days of substantial completion of the review. In the event that said costs and expenses are not paid within thirty (30) days after written notice, PGA Village POA or Cypress Point (hereinafter known collectively as the "Associations") shall have all remedies for non-payment of assessments, including but not limited to lien rights, as further contemplated in the Declaration of the Associations.

Owner expressly understands that the Cypress Point approvals or disapprovals will be based on any ground, including without limitation aesthetic reasons to maintain and protect the value of property within CYPRESS POINT. Owner shall seek architectural and engineering opinions on said plans from respective professionals in the field and shall not request or rely on the Associations for these opinions.

Owner shall indemnify and hold the Associations free and harmless from and against any and all liability caused by or arising from any acts, which may increase the susceptibility to loss on the described property or common areas and any loss, claim or damage by reason of any injury, accident or damage to any person or property, including common area of the Associations arising out of or in any way relating to the addition, change or alteration of the Unit, occasioned wholly or in part by any act or omission of Owner, any contractor, or any third party rendering goods or services. In the event that any of the Associations shall be made a party to any litigation concerning additions, change or alteration to the Unit/Lot, then Owner shall defend, protect and hold Associations harmless and pay all attorneys' fees, costs and expenses incurred by them in connection with such litigation.

In connection with any dispute, litigation enforcement, or interpretation of the Waiver of Liability, Associations shall be entitled to recover reasonable attorney's fees, including appellate and post judgment proceedings, costs and expenses.

The Waiver of Liability has been executed on the \_\_\_\_\_ of \_\_\_\_\_. The benefits derived by the applicant from the approval of this Cypress Point application shall be considered sufficient consideration to support the Owners' obligation(s) in this Waiver of Liability.

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Witness