

**PGA Village Property Owners' Association, Inc.
Architectural Review Application Instructions**

**ARC MEETINGS: 1ST AND 3RD FRIDAY
9AM, ISLAND CLUB CONFERENCE ROOM
MEETINGS OPEN TO THE PUBLIC**

- **Get Application and Manual**
 - **Internet www.pgavillagepoa.com "Documents"**
 - **YOUR Management Company**
 - **YOUR ARC Chair or President**
 - **PGA Village POA Management Company – Lang Management**

- **What kind of Construction or Improvement?**
 - **New Construction (Type A)**
 - **Addition to Principle Structure (Type B)**
 - **Major Home Improvement (Type C)**
 - **Minor Home Improvement (Type D)**

- **Submit Application to your Local ARC for Approval FIRST**

- **Submit Locally Approved Application to Master ARC (Lang Office)**
 - **Type A,B,C – fees and deposits required**
 - **Type D – no fees or deposits required**

- **Application packages are made in 7 sets for ARC Committee review**
 - **Application with Sub Association ARC Signature**
 - **Site Plan with Architectural Rendering (include setbacks and drainage easements where appropriate)**
 - **Topography rendering for drainage if appropriate**
 - **Landscape plans where appropriate**
 - **Vendor's Liability and Workers Compensation Certificate and Contractor License where required**

**PGA VILLAGE PROPERTY OWNERS' ASSOCIATION, INC.
ARCHITECTURAL REVIEW COMMITTEE (ARC)
APPLICATION FORM
OAK HILL VERSION**

APPLICANT NAME	DATE OF APPLICATION
ADDRESS	DAY TIME PHONE
CELL OR WORK	EMAIL
PROJECT DESCRIPTION	

If permits(s) are required, I am solely responsible for obtaining them from the County.
I UNDERSTAND A COPY OF SUCH PERMIT MUST BE SUBMITTED BEFORE WORK CAN COMMENCE:
 APPLICANT'S SIGNATURE _____

With this application, I give permission to the Local HOA/ARC and/or Master PGA Village POA/ARC to visit the property.
 APPLICANT'S SIGNATURE _____

PROPERTY MANAGER TO VERIFY - 1 COPY ON FILE

SUB ARC DOCS ON FILE?	VENDOR WKR COMP / LIABILITY INS ON FILE
VENDOR LICENSE ON FILE (IF REQUIRED?)	APPLICATION AGREEMENT AND COND OF APPROVAL
EXHIBIT A (CONTRACTOR COVENANTS)	EXHIBIT B (HOLD HARMLESS)
WAIVER OF LIABILITY ON FILE	COUNTY PERMIT (TO BE FILED AFTER APPROVAL)
FEE PAID (IF REQUIRED)	DEPOSIT PAID (IF REQUIRED)
SUB ASSOCIATION APPROVAL (Attach form with signatures and date)	
APPLICANT IS CURRENT IN ALL ASSOCIATION DUES, FEES AND FINES -- SIGNATURE OF MGR _____	

PROPERTY OWNER - PROVIDE 3 COPIES

PLAT PLAN	ENGINEERING - DRAINAGE PLAN
SEALED ARCHITECTURAL PLANS	VENDOR BROCHURE (S), IF APPLICABLE
SAMPLE OF MATERIALS OR COLORS	LANDSCAPE ARCHITECT PLAN

SIGNATURES OF OAK HILL BOARD (3 req.)

DESIGN REVIEW APPLICATION
FOR MODIFICATIONS

TO: PGA VILAGE POA, INC.

FROM: _____

SUBDIVISION/LOT#: _____

ADDRESS: _____

DATE SUBMITTED: _____

Fee Schedule Contingent on Category of Construction Listed Below

CONSTRUCTION CATEGORY #2: ADDITION TO PRINCIPLE STRUCTURE

REQUIRED FEES:

- Application Review Fee:
 - 750 sq ft. or more \$250.00
 - Less than 750 sq ft. \$150.00
- Permit Fee: \$500.00
- Construction Deposit \$2500.00

CONSTRUCTION CATEGORY #3: HOME IMPROVEMENTS (MAJOR)

REQUIRED FEES:

- Application Review Fee:
 - Accessory Structure \$150.00
 - Landscape Changes \$ 75.00
 - Paving/Pavers \$ 75.00
- Construction Deposit: \$2500.00
(If applicable- Required for entry of any heavy equipment)

CONSTRUCTION CATEGORY #4: HOME IMPROVEMENTS (MINOR)

REQUIRED FEES:

- Application Review Fee: No fee required by the PGA Village DRB
- Sub Association Review Request: \$50.00
- PGA NCC Application Fee: \$75.00

DESCRIPTION OF WORK:

(Attach separate page if necessary)

Complete the above portion of this form. Attach signed Waiver of Liability form, Agreement and Condition of Approval Form, all applicable fees payable to the PGA Village POA, and blue prints, sketches, site plans, etc to the PGA Village POA office for processing.

DO NOT WRITE BELOW THIS LINE

PGA VILLAGE DRB Committee:

APPROVED: _____ DISAPPROVED: _____

DATE: _____ DATE: _____

SIGNATURE/TITLE: _____ PRINT NAME: _____

**PGA VILLAGE PROPERTY OWNER ASSOCIATION, INC.
AGREEMENT AND CONDITION OF APPROVAL
TO DESIGN REVIEW BOARD (DRB) APPLICATION**

PGA VILLAGE PROPERTY OWNER ASSOCIATION, INC. (Association) hereby enters into this Agreement with _____ (Owner), as Owner of the property located at _____ Port St. Lucie, Florida 34986 (Subject Property).

WITNESSETH, that Owner, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars, and other good and valuable consideration to said Association, the receipt whereof is hereby acknowledged, does hereby enter into this Agreement which is a condition of the Association's approval of the DRB application dated _____, and which is attached hereto (known as the Work), as follows:

1. Owner agrees that he or she has read or will review, and will adhere to, the Association DRB Manual.
2. Owner agrees that he or she has read or will review, and will adhere to, all of the Association's governing documents, including, but not limited to, the Declaration of Covenants and Restrictions, Articles of Incorporation, Bylaws and Rules & Regulations of the Association relative to the Work.
3. Owner agrees that he or she has read or will review, and will adhere to, any requirements provided for in any applicable Parcel Association governing documents, including any applicable Parcel Association DRB guidelines or Rules & Regulations relative to the Work
4. Owner agrees that his contractors, employees, subcontractors, material men, licensees, and invitees (hereinafter collectively referred to as Contractor) shall perform the Work on the Subject Property in accordance with the completed Application, plans and specifications, including any attachments thereto, as approved by the DRB.
5. Association shall have the authority to charge Owner A Construction Deposit in the Amount of \$ _____, which may be used to offset any damage to the Common Areas that result from the Work performed by Contractor on the Subject Property whether such damage is directly caused by Contractor's activities incidental to same. Should Owner or Contractor not comply with the terms of the Application, plans and specifications, including any attachments thereto, as approved by the DRB, or with the terms of this Agreement, said Construction Deposit may be forfeited to the Association in its entirety. In the event of damage to neighboring properties said deposit shall be held until complaints or grievances are resolved.
6. Owner shall ensure that Contractor abides by the Contractor's Covenants, attached as

Exhibit A to this Agreement. The Contractor's Covenants shall be part and parcel of this Agreement and Condition of Approval to Design Review Board (DRB) Application, and both Owner and Contractor shall be subject to the terms of Contractor's Covenants. In addition, any approval by the DRB shall be conditioned upon the completion and execution of the Contractor's Covenants by Contractor. Failure to comply with the Contractor's Covenants may result in the immediate forfeiture of any Construction Deposit, as well as all other available remedies provided for in this Agreement, the Association's governing documents, including the DRB Manual, and applicable Florida law.

7. Association shall have the authority to immediately restrain any Work done on Owner's Lot where the Association determines, in its sole and absolute discretion, that the Work performed has been done in a manner that is not in accordance with the completed Application, plans and specifications, including any attachments thereto, as approved by the DRB, or where the Association determines, in its sole and absolute discretion, that the Work performed has violated any of the Contractor's Covenants.
8. Association shall have the authority to restrain any Work done on Owner's Lot where the Association determines, in its sole and absolute discretion, that the Owner or Contractor has performed Work or has placed the Property in a condition that is a threat to the health, safety and welfare of the Association Members, or has otherwise been placed in a condition that is harmful or dangerous to the Property
9. Where the Association exercises its authority, pursuant to Paragraph 7 and/or 8 above, to restrain any Work done on Owner's Lot, Association shall also have the authority to deny Contractor from entering Association Property. Additionally, in such an event, Owner shall be obligated to refuse to allow Contractor to enter Owner's Lot to perform Work upon said Lot. Where Contractor is performing other construction or work independently on another owner's Lot, pursuant to another DRB Application and Agreement, Contractor may be allowed access to Association Property solely for the purpose of performing such construction or work on the other Lot, but, in no event, shall be allowed access to Owner's Lot, nor shall Contractor be allowed access to Association Property for any other purpose.
~~Violation of said access restrictions may be deemed to trespass.~~
10. The remedies set forth in this Agreement shall be in addition to, and not in place of, any and all of the remedies that the Association may have with respect to the enforcement of its governing documents, including, but not limited to, the right to levy fines and/or suspension of Common Area use rights, as well as the right to bring an action for injunctive relief and/or damages.
11. Association has the authority to prevent Contractor performing Work pursuant to the Application and this Agreement from entering the Property or performing additional work or construction in the future, where the Association, either through the Board of Directors or DRB, determines, in its sole and absolute discretion, that said Contractor has violated the terms of the Application, this Agreement, the Association's governing documents, or any applicable Parcel Association's governing documents.

- 12. Owner must sign the Hold Harmless Agreement, attached as Exhibit B to this Agreement.
- 13. No Application to the DRB shall be submitted to the Association, and no such Application shall be considered complete, until this Agreement and the attached Hold Harmless Agreement is signed and submitted to the Association by Owner.
- 14. Owner agrees that any determination whether to use a portion of, or to forfeit to entire Construction Deposit, shall be in the sole and absolute discretion of the Association, acting through the DRB, or the Board. In addition, the Construction Deposit shall not act as a limit upon liability and, to the extent that the cost of damages exceeds the amount of the Construction Deposit Owner shall be responsible for the entire costs of the damage.
- 15. Owner and Association agree that any terms identified in this Agreement, the attached Contractor's Covenants and the Hold Harmless Agreement, shall be as defined in this PGA Village Property Owner's Association, Inc., Agreement and Condition of Approval of Design Review Board (DRB) application.
- 16. If it becomes necessary to hire an attorney to enforce any provision of this Agreement or the attached Hold Harmless Agreement, the prevailing party shall be entitled to recover their costs and attorney's fees incurred prior to suit, as well as in litigation, appeal, and any arbitration, bankruptcy or administrative proceedings. Any legal proceeding concerning this Agreement shall be brought in the Circuit Court in St. Lucie County, Florida. Owner agrees and acknowledges that he or she has had the opportunity to have had, this Agreement, and the attached Hold Harmless Agreement, reviewed by his or her independent legal counsel.

 WITNESS

By: _____

 Print Name and Title

OWNER

 WITNESS

By: _____

 Print Name

Owner declines independent legal counsel
 review of the Agreement and Condition of
 Approval

 Signature Owner

EXHIBIT A

CONTRACTOR'S COVENANTS

1. Contractor shall be properly licensed and must provide proof of liability insurance in an amount no less than \$1 million aggregate, \$1 million umbrella, and \$1 million per occurrence.
2. The Subject Property shall (if requested) clearly display the diamond shaped DRB sign assigned upon proof of City permit to the Association.
3. Only one Contractor's sign may be displayed on a Lot, subject to the following conditions:
 - a. Sign must be hunter green with white lettering;
 - b. Sign may only include the Contractor's company name and the Lot number upon which Work is being performed;
 - c. Letters may not exceed two (2) inches;
 - d. Sign is to be twelve (12) inches in height and twenty-four (24) inches in width;
 - e. Sign is to be installed on a post. Upon installation, top of sign should be no more than three (3) feet above grade.
4. In Work performed on an unoccupied site, a six (6) foot high wooden or green netting knuckled chain link fence is to secure the property on all sides. Exceptions must be approved in advance by the DRB.
5. In Work performed on an occupied site, the above fencing is to secure three (3) sides of the property, positioned to shield the Work from surrounding areas. Exceptions must be approved in advance by the DRB.
- ~~6. Sanitary facilities are to be placed on the Subject Property itself with the door facing towards the back of the property.~~
7. Sanitary facilities on an occupied site, or an unoccupied site not required to be fully fenced, must be secured on three (3) sides by a six (6) foot high wooden or green netting knuckled, netting draped chain link fence.
8. All construction trash will be contained in a trash dumpster or removed from the Work site on a daily basis. Dumpsters must be placed on the Subject Property, within the perimeter of the property, and may not interfere with road or sidewalk traffic. Dumpsters located on non-enclosed work sites must be covered at the end of each workday. Contractor is responsible for trash that blows off the site, and shall retrieve such trash immediately. All trash stockpiled for removal shall be located at the rear of the property until removed: there will be no stockpiling or dumping on adjacent Lots or

- on streets. Trash not removed within forty-eight (48) hours may be removed by Association at a minimal cost of removal of \$500 that will be billed to and paid by Contractor. Contents must be secured during high winds and impending hurricane/tropical storm warnings. Placement of dumpsters must be approved in advance by the DRB.
9. All building materials, including but not limited to: roofing tar paper, tiles, cleaning supplies, equipment, tools, and dumpsters must be secured during high winds and impending hurricane/tropical storm warnings.
 10. Any grass or planting not directly affected by the Work must be maintained in a neat and aesthetically pleasing condition.
 11. Pools must be maintained and chlorinated.
 12. Sidewalks and roads must be kept clear of dirt, sand, rocks, debris, nails, and all other Work materials, and kept in a broom swept condition on a daily basis.
 13. No heavy Work equipment shall be driven over swales and /or sidewalks. No Work material or debris may be left on swales.
 14. Contractor is responsible for all demolition dust, paint, overspray, etc., which occurs during the course of the Work, and must rectify any damage to adjacent areas caused by such conditions, and/or any other conditions generated by the Work.
 15. No Work will be performed on Sunday, national holidays or major religious holidays, or at any time prior to 7 a.m. or after 6 p.m., Monday through Friday, and 8 a.m to 5 p.m on Saturday.
 16. Any potentially dangerous or hazardous condition must clearly be marked and be fully secured. Owner and Contractor shall be responsible to make sure that corrective action is taken to remedy such dangerous or hazardous condition.
 17. All persons performing Work on the Subject Property must at all times be appropriately clothed, including wearing shirts.
 18. All persons performing Work on the Subject property must refrain from profanity or other verbal abuse, or the playing of loud music that may be heard on neighboring

Lots or the Common Areas, and shall otherwise not constitute a nuisance, which shall be determined in the sole and absolute discretion of the Board of Directors.

19. Infractions that are not rectified within 48 hours and which require Master Association intervention may incur a minimum \$500 charge, inclusive of cost of remedy as well as any administrative fee.

The undersigned Contractor has read the above standards and understands that failure to comply with these standards may result in the shut-down of the Work, denial of community access, and may also result in fines and remedial costs assessed against the Lot Owner and/or Contractor. In addition, Contractor understands that failure to comply with these standards may also result in the forfeiture of Owner's Construction Deposit. Any exceptions to the above standards must be addressed and approved in advance through the Design Review Board (DRB).

Date: _____

Contractor:

Printed Name

Company Name

Contractor Phone No.: _____

EXHIBIT B

**PGA VILLAGE PROPERTY OWNER ASSOCIATION, INC
DESIGN REVIEW BOARD (DRB)**

HOLD HARMLESS AGREEMENT

I, _____, Owner of _____ (Lot No. _____), Port St. Lucie, Florida, located in the _____ Parcel Association of PGA Village Homeowners Association, Inc. (The Association), do hereby understand and agree that I will pay all costs involved in the removal of any construction of any structure or other improvement, including any fence, wall, building or landscaping, that encroaches upon any easement or other portion of the Common Areas, is otherwise not built in accordance with the DRB Application, including any approved plans and specifications thereof, or is otherwise in violation of the Association's governing documents, including the Declaration of Covenants and Restrictions, Articles of Incorporation, Bylaws, Rules & Regulations, DRB Manual and/or any applicable Parcel Association's governing documents. I also agree to indemnify and hold the Association harmless for any costs necessary for the Association to enforce the terms of the DRB Application, the Agreement, or the Association's or Parcel Association's governing documents, as well as for any costs, expenses and liabilities, including attorney's fees, incurred by virtue of any action or inaction of the Association, the DRB, or any member of the Board of Directors or DRB performing in his or her capacity as a Director or member of the DRB relating to the Work.

Print Name of Owner

Signature of Owner

Date

PGA VILLAGE ASSOCIATION DESIGN REVIEW BOARD

WAIVER OF LIABILITY

Print Name _____ (hereinafter known as "Owner") of
_____, Port St. Lucie, FL (Unit/Address), (hereinafter to the Board of Directors of
_____, (hereinafter known as "Association"), and seeks approval for said
addition, change, or alteration to the above-mentioned Unit/Lot.

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 in conformance with the 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 Master Association 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 written notice, Master Association shall have the right to levy an assessment against the Unit for said costs and expenses. The Association shall have all remedies for non-payment of assessments, including but not limited to lien rights, as further contemplated in the Declaration of the Association.

Owner expressly understands that Association approval or disapproval will be based on any ground, including without limitation, aesthetic reasons, to maintain and protect the value of property within PGA Village. Owner shall seek architectural and engineering opinions on said plans from respective professionals in the field and shall not request or rely on the Association for these opinions.

Owner shall indemnify and hold Association 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 areas of the Association 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 other third party rendering goods or services. In the event that Association shall be made a party to any litigation commenced against Owner concerning addition, change or alteration to the Unit/Lot, then Owner shall defend, protect and hold Association harmless and pay all attorney's fees, costs and expenses incurred by them in connection with such litigation.

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

The WAIVER OF LIABILITY has been executed on the _____ day of _____. The benefits derived by the applicant from the approval of this DRB application shall be considered sufficient consideration to support the Owners obligation(s) in this Waiver of Liability.

WITNESS:

UNIT OWNER

UNIT OWNER