

Hammock Reserve HOA

STRUCTURAL ALTERATIONS OR ADDITIONS

GUIDELINES, STANDARDS, AND RESTRICTIONS

Rev. (1) 05.15.2024

DEFINITION: These Guidelines, Standards, and Restrictions (GSR) include any Structural Alterations or Additions made to the Unit's (house) original footprint or design or any other structure on the property, to be collectively or individually referred to as "Alterations".

ALLOWED ALTERATIONS: Hammock Reserve Homeowners Association (HRHOA) will allow such Alterations which are consistent with the following Guidelines, Standards, and Restrictions (GSR).

For the purpose of this GSR, the front of a Unit (house) shall be defined as follows: All portions of the Unit and the Lot in front of an imaginary vertical plane, extending from and including, the vertical plane of the closed door of a Unit to the nearest neighboring Lot Perimeter Wall, or to your property line, on the side of the Unit facing the Street to which the street address was assigned. Alterations may be made ONLY to the side or rear, of the Unit behind that imaginary vertical plane, Lot space and Government (Regulatory) Permitting allowing. Any such Alterations will not exceed the *original* one-story design height of the Unit.

ACF - APPLICATION: The Property Owner, prior to commencing any Alterations, must submit an Architectural Change Form (ACF) to the Hammock Reserve Home Owner's Association (HRHOA) Architectural Control Committee (ACC) and receive written approval before the initiation of construction.

DEBRIS DEPOSIT: No construction shall be commenced unless and until a refundable debris deposit of \$500 has been posted by the Unit Owner with the Association. The debris deposit shall be used to correct any damage to common areas resulting from the construction activity. If no damage is done to the common areas by construction activity, the debris depots will be returned to the Unit owner.

EASEMENTS: No Alterations or construction will be allowed to occur to, on, or over any easement identified on a current plat/survey including the Lot Perimeter Wall and Privacy Wall or to the Zero Line Easement granted to the adjacent neighbor. No Alterations or construction will be allowed to extend beyond the end of the existing privacy walls of the Unit(s). NOTE: Declaration of Covenants and Restrictions for Hammock Reserve Easements states: No use of Easements and Drainage Facilities, NO structure, NO material improvements, NO obstructions, NO debris, NO storage, NO planting (other than sod) shall be placed or permitted within the easements.

PERMITS: All Alterations must comply with all Federal, State, and Local Government statutes, ordinances, and codes. All stages of the Alterations must be fully permitted by the City of Delray Beach. NOTE: Use of the Lake Worth Drainage District easement requires the property owner to apply for and receive the "Use of Right-of-Way Temporary Access Permit" from LWDD. NOTE: Property Owners must contact Sunshine 811 before digging per Florida Statute Chapter 556.

(WARNING: Even if the ACC approves your project, you will still need necessary permits/ approvals from Federal, State, County, LWDD, and underground utilities companies, and the City of Delray Beach.)

HRHOA ACCESS: The Property Owner will grant access to the property to the HRHOA Board, Property Manager, HRHOA Committees, and any HRHOA agents for the purpose of reviewing the ACF, monitoring the progress of the Alterations, assessing impact on common areas and adjacent or other properties, and final review of the Alterations.

CONSTRUCTION ACCESS: Construction of Alterations involves access for such things as delivery and storage of construction materials, equipment, laborers, Porta potty, Johns, Toilets, and the removal of debris. It will be the Property Owner's responsibility to secure such access, be it through common areas or other Owner's Property. Written permission must be received from all impacted adjacent or nonadjacent Property Owners.

TEMPORARY STORAGE and WASTE RECEPTACLE (DUMPSTER): All construction materials, Dumpsters, PODS, equipment, Porta potties, Johns, and Toilets must be placed only on the Property Owner's property, in an area, not visible from the street and/or in such a manner as to minimize the visual impact from other units. No construction materials, equipment, or debris will be dumped or stored on the roadways, aprons, sidewalks, common areas or easements including common areas and easements around ponds. HRHOA assumes no responsibility for safeguarding or protecting the Dumpsters or PODS (or the contents thereof), construction materials, equipment, Porta potties, Johns, Toilets or other stored materials or debris. No use of the Hammock Reserve Preserve Area is allowed.

DRAINAGE: Alterations must not block or redirect any existing drainage flow (both surface and underground) and/or cause any additional drainage flow to adjacent property, or impact or cause, drainage into or out of the Preserve Area. Should it be necessary to redirect any existing drainage flow, the Property Owner will be required to submit proposed changes to the existing drainage including detailed plans and, if requested by the ACC, supporting engineering studies showing impact on the HRHOA community. The Property Owner will be responsible for all costs related to such changes and for any and all damages that may occur to HRHOA and all other Property Owners impacted by the changes, whether adjacent or otherwise. No chemicals, liquids, or other materials will be allowed to flow or be dumped into the ponds (BMP's) or the Preserve Area. Silt fences must be installed around the entire construction site PRIOR to any construction and contain all construction materials within the enclosed area during construction.

SIGNS AND PERMITS: All required permits and approvals must be obtained and **displayed** by the property owner in accordance with all government agencies and City of Delray Beach.

DAMAGES: The Property Owner submitting the ACF for the Alterations will assume any and all liability to the HOA, other Property Owners, and persons. The Property Owner is responsible to pay for any and all damages to the HOA infrastructure, common areas, easements, utilities, irrigation system and to ALL OTHER Property Owner's property incurred as a result of the project/ construction/ installation.

IRRIGATION: An inspection must be performed by HRHOA's Landscape and Irrigation vendors at the Property Owner's expense prior to AND upon completion of the project. Costs associated with any changes, repairs, modifications, or replacements made to the community irrigation system will be the responsibility of the Property Owner and will be performed **solely and exclusively** by HRHOA.

ADDITIONAL SPECIFICATIONS: Owing to the potential complexity of specifications and criteria for such Alterations, the ACC may request additional substantiating documentation throughout the course of the 30-day ACF review period. If the documentation is not provided as required,

the ACC may modify or deny the ACF and require the Property Owner to resubmit when such documentation is available. Any delays, costs, or other damages experienced by the Property Owner, or their contractors or subcontractors will be the responsibility of the Property Owner and NOT HRHOA.

HOURS: All exterior construction work will only be allowed between 8:00 am and 5:30 pm, Monday through Friday.

REQUIRED DOCUMENTS:

(All required documents must be submitted prior to ACC approval and will become the property of HRHOA and will not be returned. All photos, drawings, and other similar substantiating documents must be of such definition and quality that the ACC is able to clearly understand their intent and must be submitted in **DUPLICATE IN THE ORIGINAL FORM.**)

1. A notarized copy of the Property Owner's title to the Unit.
2. A \$500 Debris Deposit check.
3. Photographs of the existing walls, roof, and landscaping, to include views of adjacent properties, and the property's sidewalks, aprons, and swales prior to the Alterations.
4. Written description of the proposed Alterations and construction process.
5. Projected timeline and completion date for the Alterations project.
6. Architectural drawings including site plan and elevation views of the Alterations. This requirement is not satisfied or replaced by marketing materials, drawings, and photos.
7. Drawings showing any collateral projects such as landscaping, irrigation changes (if permitted by Association), sidewalks, patios, or screened enclosures.
8. Drainage plans showing any proposed or anticipated changes to the existing drainage (if permitted by HRHOA) and including, if determined to be necessary by the ACC, a written engineering analysis.
9. Identification will be made on the survey of where construction materials will be stored and all access routes. Additional drawings or maps may be required if access includes off-survey properties, to include HRHOA common areas.
10. Written plans will be provided for the removal of all debris, including dirt, rocks, concrete, and construction materials.
11. Description of all roof tiles with manufacturer's name and tile number (SKU).
12. Windows, Sliding Glass Doors, and hurricane protection must match existing homes, and comply with Window & Door (GSR) for Hammock Reserve.
13. Description of all stucco and paint and other materials with manufacture's part numbers or identifying codes.

SPECIFIC REQUIREMENTS:

These Standards, Guidelines, and Restrictions for Alterations include the following specific requirements in addition to any requirements of the standard ACF:

1. No Alterations to the original footprint or design will be allowed to extend to more than one single story (meaning the existing home, even with the Alteration, may not exceed one story in height in any location).
2. **ALL** exterior walls and roof heights must be same height as the Unit's original design.
3. **ALL** exterior walls must be constructed of poured concrete reinforced by rebar, as used by the Developer in the construction of the original Unit, or concrete block.
4. No Alteration shall result in the use, removal, replacement, or compromise of or to the existing privacy wall.
5. No walls may modify, remove, or interfere with the Unit's existing Lot Perimeter Wall, defined as the zero-lot-line Unit's exterior wall and or privacy wall.
6. All walls will be finished with the currently available version of STO Acrylic Stucco, as used by the Developer, tinted to match the HOA approved color of the existing unit per the Paint and Materials Standards, Guidelines, and Restrictions (GSR) for Hammock Reserve.

7. Any paint or materials used must be in accordance with the current Paint and Materials Guidelines, Standards, and Restrictions (GSR) for painting.
8. All windows and shutters must meet current Florida Building Code (FBC) and HRHOA Guidelines, Standards, and Restrictions (GSR) for Windows and Doors.
9. Screens must be Black (invisible) Charcoal or Grey.
10. All roofs must be of the same hip and/or gable roof type and style, or combination, used by the Developer for the original Unit. All new roofs, replacement roofs, add-on roofs, and permanent structure roofs must maintain the original pitch (degree), pitch angles and slope as the originally constructed house. All new roofs, replacement roofs, add-on roofs, and permanent structure roofs must maintain the original look, pitch (degree), pitch angles and slope of the house as originally constructed.
11. All roof surfaces must be the same barrel tile type **currently** in place on the roof of the **existing** Unit. The color and specifications of the tiles must exactly match (material, color, manufacturer, model, part number) of the **existing** Unit tiles. If unable to exactly match the existing tiles, all tiles on the original Unit must be replaced to match the tiles of the Alterations and all tiles must comply with the **HOA current Guidelines, Standards and Restrictions (GSR) for Roofs, Replacement Roofs, Roof Additions and Gutters. Upon completion ALL roof tiles must be the same.** All roofs on Alterations must include gutters (eaves troughs), downspouts, roof vents, and soffit vents matching the original Unit's style and placement. No additional modifications to the roof surfaces, to include but not be limited to, such items as cupolas, weathervanes, or other roof attachments (decorative or functional) will be allowed.
12. No split unit(s), window air conditioners, heat pumps or **any other external cooling or heating equipment are allowed.**
13. Exterior lighting must be of a style consistent with that existing in the community and must not adversely impact any neighboring Unit, either adjacent or visible across a street or pond (BMP).
14. Any sidewalks, concrete pads or patios, fences and gates, screened enclosures (lanais), additional landscaping, other structures and equipment, and other collateral projects must be compliant with all HRHOA Guidelines, Standards, and Restrictions (GSR). Approval of the Alterations does not eliminate the need for such compliance.
15. No pool or pool deck (structure) may extend beyond the existing Perimeter Wall and Privacy wall as designed by the Developer, DiVosta.
16. Any Alterations not specifically addressed herein or elsewhere in any other HRHOA Guidelines, Standards, and Restrictions (GSR) or in Association's rules and regulations are hereby prohibited.

**Hammock Reserve's Governing Documents, Guidelines, Standards
& Restrictions (GSR) and Forms can be accessed from:**

<https://www.hammockreserve.org> or <https://portal.campbellproperty.com>

Or Contact the Property Manager 561-510-6070

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GUIDELINES, STANDARDS, AND RESTRICTIONS**

(Signatures Required From All Owners)

Property Street Address: _____

City: _____ State: _____ Zip Code: _____

Homeowner #1 Signature

Date

Print Name

Homeowner #2 Signature

Date

Print Name

Homeowner #3 Signature

Date

Print Name

Homeowner #4 Signature

Date

Print Name