

OUTRIGGER HARBOUR CONDOMINIUM

ARCHITECTURAL REVIEW APPLICATION
GENERAL INFORMATION AND ARTICLE 16., USE RESTRICTIONS
FOR ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY OWNERS.

BEFORE YOU BEGIN ANY CHANGES YOU ARE REQUIRED TO REVIEW AND SUBMIT THE ARC FORM AND ALL CORRESPONDING DOCUMENTATION AS REQUESTED ON THE FORM.

Please plan ahead the committee has 30 days from when a COMPLETE ARC form is date stamped as received by Watson Association Management in which to issue a formal response to the applicant. Incomplete forms will not be forwarded to the ARC for review. Please do not schedule any contractor until a written response is sent to you. Failure to plan on the part of the applicant does not create an emergency for the review committee. The ARC will their best to respond as promptly as possible.

Pertinent sections of Article 16 are enclosed for you to review prior to submission of your form. **(Select sections from Article 16 are enclosed).**

Thank for your cooperation with the process. If you have any questions you may email them to the Community Manager - Ashley Buss at AshleyB@watsonrealtycorp.com or call Watson Association Management at 772-871-0004.

Outrigger Harbour Condominium

Article 16

16.2 Alterations

- No structural additions or alterations (except the erection or removal of non-supportive carrying interior partitions located wholly within units) to any Unit, the Common Elements, the Limited Common Elements or to the Association Property may be made without the prior written approval of the Board of Directors. No Unit Owner shall cause or allow improvements or changes to his Unit, or to any Limited Common Elements, Common Elements, or Association Property, which could in any way affect the structural, electrical, plumbing or mechanical systems of the Building, without first obtaining the prior written consent of the Association. No spas, hot tubs, whirlpools or similar improvements shall be permitted on any patio, terrace or balcony which is appurtenant to a unit.

16.4 Exterior Improvements

- Except with the prior written consent of the Board of Directors, no Owner shall perform or permit any of the following: (i) paint or otherwise change or alter the appearance of any exterior wall, door, window, patio, balcony, terrace or any exterior surface of the Building; (ii) place any sunscreen, blind, shutter or awning on any balcony, patio, terrace or exterior opening of the Building; (iii) place any draperies or curtains at the windows of any Unit, facing the exterior of the Unit without a solid, light color-liner acceptable in color to the Board of Directors; (iv) tint, color or otherwise treat or apply anything to any window which will adversely affect the uniform exterior appearance of the Building in the opinion of the Board of Directors; (v) plant any planting outside of a Unit, provided however, Owners may place moveable plants on their terraces, but if such planted or potted plants become unsightly in the opinion of the Board, such plants shall be removed; (vi) erect any exterior lights or signs; or (vii) place any signs or Symbols in windows.

16.9 Flooring

- No hard-surfaced flooring without adequate padding or sound proofing materials shall be installed in a Unit, without the prior written approval of the Board of Directors. In addition to the foregoing, the Association may promulgate through rules, additional requirements with respect to the specifications of the flooring that may be installed in Units and the methodology for installation of the same. No alteration or change shall be made to the floor of any Limited Common Element without obtaining the prior written approval of the Association. Only white or off-white marble or ceramic tile may be installed on balconies, terraces or patios appurtenant to Units without the prior approval of the Association.

16.10 Antenna, Satellite Dishes

- No Owner may install any antenna, satellite dish or other transmitting, receiving or telecommunications apparatus in or upon his or her Unit (and/or the Limited Common Elements appurtenant thereto), unless such Owner shall have obtained the prior written approval of the Association with respect to the location, manner of installation, operation, maintenance and proper screening (which may include screening by use of an artificial plant) of the same.

16.18 Hurricane Protection

- No type of hurricane protection may be installed in or around the Units and the Limited Common Elements appurtenant thereto, other than hurricane shutters or other hurricane protection approved by the Association, which shall be installed or affixed in a manner approved by the Association. Any such hurricane shutters and similar equipment shall be kept in an open position, except during periods of hurricane or tropical storm watches or warnings, Each Residential Owner who is not a permanent resident shall appoint an agent to be available during the hurricane season if needed and shall notify the Association of the name, address and telephone number of such person. Owners who will be absent from the Unit, shall do likewise for and during the periods of the absences.

16.21 Additions, Alterations or Improvements by Owners

- 16.22.1 Consent of the Board Directors. No Owner shall make any addition, alteration or improvement in or to the Common Elements, the Association Property, any exterior portion of the Building, any Limited Common Element or to any Residential Unit without the prior written consent of the Board of Directors of the Association. The Board shall have the obligation to answer, in writing, any written request by an Owner for approval of such an addition, alteration or improvement within thirty (30) days after such request and all additional information requested is received. The Board may condition the approval in any manner; including, without limitation, retaining approval rights of any contractor or subcontractor to perform the work and requiring the Owner to obtain insurance (from an insurance company acceptable to the Board) naming the Developer and the Association as additional insureds, and containing such limits, deductible, terms and conditions as are determined by the Board in its sole discretion. The proposed additions, alterations and improvements by the Owners shall be made in compliance with all laws, rules, ordinances, permits and regulations of all governmental authorities having jurisdiction, and with any conditions imposed by the Association with respect to design, structural integrity, aesthetic appeal, construction details, lien protection or otherwise. The Association shall have the right to enter a Unit at reasonable times and reasonable advance notice in order to prevent damage to the other Unit within the Condominium and/or to the Common Elements. Once approved by the Board of Directors in good faith, such approval may not be revoked. An Owner making or causing to be made any such additions, alterations or improvements agrees, and shall be deemed to have agreed, for such Owner, and his heirs, personal representatives, successors and assigns, as appropriate to hold the Association, the Developer and all other Owners harmless from and to indemnify them for any liability or damage to the Condominium and/or Association Property and expenses arising there from, and shall be solely responsible for the maintenance, repair and insurance thereof from and after the date of installation or construction thereof as may be required by the Association. The Association's right of review and approval of plans and other submissions under this Declaration are intended solely for the benefit of the Association. Neither the Developer, the Association nor any of its officers, directors, employees, agents, contractors, consultants or attorneys shall be liable to any Owner or any other person by reason of mistake in judgment, failure to point out or correct deficiencies in any plans or other submissions, negligence, or any other misfeasance,

malfeasance or nonfeasance arising out of or in connection with the approval or disapproval of any plans or submissions. Anyone submitting plans hereunder, by the submission of same, and any Owner, by acquiring title to same, agrees not to seek damages or any other remedy from the Developer and/or the Association arising out of the Association's review of any plans hereunder. Without limiting the generality of the foregoing, the Association shall not be responsible for reviewing, audits review of any plans shall not be deemed approval of, any plans from the standpoint structural safety, soundness; workmanship, materials, usefulness, conformity with building or other codes or industry standards, or compliance with governmental requirements. Further, each Owner (including the successors and assigns) agrees to indemnify and hold the Developer and the Association harmless from and against any ru,ld all-costs, claims (whether rightfully or wrongfully asserted), damages, expenses or liabilities whatsoever (including, without limitation; reasonable attorney's fees and court costs at all trial and appellate levels), arising out of any review of plans by the Association hereunder.

- 16.22.2 Improvements, Additions or Alterations by Developer. Anything to the contrary notwithstanding, the foregoing restrictions of this Section 16.21.2 shall not apply to the Developer or to the Developer owned Units. Subject to the terms of this declaration and compliance with the Condominium Act (including, without limitation, Section 718.110 (4) thereof) the Developer shall have the additional right to (a) make alterations, additions or improvements, structural and non-structural, interior and exterior, ordinary and extraordinary, in, to and upon any Unit owned by it and Limited Common Elements appurtenant thereto (including, without limitation, the removal of walls, floors, ceilings and other structural portions of the Improvements), and (b) expand, alter or add to all or any part of the recreational facilities.

OUTRIGGER HARBOUR CONDOMINIUM

C/O Watson Association Management
1648 SE Port St Lucie Blvd.
Port Saint Lucie, Florida 34952
(772) 871-0004 (772) 871-0005 Fax
AshleyB@Watsonrealtycorp.com

ARCHITECTURAL APPLICATION

Name: _____

Address: _____

Home Phone #: _____ Cell #: _____ Work #: _____

Signature: _____ Date: Describe in detail the changes or modification for which you are requesting approval:

Please complete and sign this form and attach the following information:

1. Copy of Contractor's or Homeowners Proposal.
2. Copy of Contractor's or Homeowners sketch of work to be done.
3. Copy of Contractor's Occupational License.
4. Copy of Contractor's Liability Insurance
5. Copy of Contractor's Workers Compensation Insurance.

Materials you may need to provide for the COA to make a decision on your request include:

1. A picture, drawing or advertising materials displaying the items you are requesting for installation.
2. A sample of the type and texture of any building materials that may be used on the project.
3. Any other materials or information that may assist in COA evaluation of the project.

It is understood that the changes or modifications, which you are requesting may not:

1. Interfere with or obstruct any easements on your property or adjoining properties.
2. Damage landscaping on the common grounds of the community.
3. Cause a nuisance or interference with the peace and privacy of other residents in the community.
4. Be performed by unlicensed contractors.
5. Be performed without the required permits from all governmental agencies.

You will be notified within thirty (30) business days (excluding weekends and federal holidays) of Architectural Review Board approval or disapproval of your request for change(s).

- APPROVED
- DISAPPROVED
- TABLED
- CONDITIONAL APPROVAL

Comments: _____

Board of Directors Authorized Signature: _____ Date: _____