

**FRENCHMAN'S CREEK , INC.  
ARCHITECTURAL REVIEW BOARD MANUAL  
FOR  
PROCEDURES AND CRITERIA**

**TABLE OF CONTENTS**

	PAGE
I. AUTHORITY	2
II. MISSION	2
III. DEFINITIONS	3
IV. THE COMMITTEE	6
V. APPLICATION PROCESS	8
VI. REVIEW CRITERIA AND REQUIRED SPECIFICATIONS	9
VII. PRIOR TO COMMENCEMENT OF CONSTRUCTION	14
VIII. COMPLETION OF CONSTRUCTION	15
IX. GENERAL NOTES FOR ALL APPLICATIONS	16
X. CUSTOMER HOME ROOF MAINTENANCE	25
XI. HURRICANE SHUTTERS	25
XII. OTHER PROVISIONS	26
EXHIBIT A	27

*The date of adoption of this Manual by the Frenchman's Creek Property Owners' Association Board of Governors was April 11, 1994. Amendments were made and approved by the Frenchman's Creek Board of Governors at their Board of Governors' meetings held on: April 19, 1996, March 22, 1997, March 30, 1998, November 20, 1998, April 24, 2003, May 22, 2003 (effective September 1, 2003), January 20, 2005, February 20, 2005, March 24, 2005, June 30, 2005, November 16, 2006, January 17, 2008, May 10, 2007 (amended hurricane policy) and April 17, 2008 (included some revisions and overall reformatting), December 18, 2008.*

**I. AUTHORITY**

Pursuant to the authority granted in Article IX of the Amended and Restated Declaration of Covenants and Restrictions ("Covenants") for Frenchman's Creek, Inc. ("Association"), this Manual, as approved by the Board of Governors of the Association ("Board of Governors"), is effective and binding on all Members as of April 17, 2008.

**II. MISSION**

A. The mission of the Architectural Review Board is set forth in the Amended Declaration of Covenants and Restrictions and by Resolution of the Board of Governors. In general, under the rules and regulations provided in this Manual, the ARB shall:

1. Require an Application Form, any appropriate plans and drawings, sample colors, and exterior materials;
2. Collect review fees;
3. Approve or deny items submitted;
4. Halt any construction that is in violation of the rules and regulations contained in this Manual and/or of the plans approved by the ARB;
5. Promulgate construction-related rules and regulations;
6. Determine review policies, procedures, and criteria;
7. Periodically review/revise/amend ARB rules, regulations, policies, procedures, and criteria, subject to approval of the Board of Governors;
8. Recommend to the Board of Governors any sanctions or penalties against a Member who does not abide by the rules as set forth in this document.

B. Improvements made or to be made to the Common Property of the Association shall not be subject to the review of the ARB.

### III. DEFINITIONS

A. The following terms used in this Manual shall have the following meanings:

1. Agent: An individual who may act on behalf of the Member except in the case of filing an Application (Exhibit A). The Agent shall provide written proof of authorization from the Member.
2. Applicant: The Member making the submittal to the ARB.
3. ARB or Architectural Review Board: The Board identified in Article I, Section 1, (A,) and Article X of the Covenants.
4. Association: Frenchman's Creek Inc., a Florida not-for-profit corporation, its successors and assigns.
5. Building Height: That distance between the lowest finished floor grade or garage elevation whichever is lower and the highest point of the roof, excluding chimneys and other roof elements.
6. Common Property: All portions of the property which are intended for the common use and enjoyment of the Members, and which are identified and dedicated to the Association on the recorded sub division plat of the Property or conveyed to the Association by Deed and/or all personal property and real property which may subsequently be acquired by the Association for the common use and enjoyment of the Members and the Recreational Facilities.
7. Chairperson: The Chair of the ARB who is selected as set forth in Article IV, Section A, of this Manual.
8. Decision Letter: The letter from the ARB Chairman that details the ARB decision regarding any application or appeal reviewed by the ARB.
9. District - geographical areas with similar densities and like residential types of improvement that form a unit for specific land use purposes and assessment issues.

10. Dwelling: Any single-family residence constructed, or to be constructed, on a Lot (Villas, Townhomes, and Patio Homes, and Custom Homes).
11. Floor Living Area: The habitable air conditioned living area exclusive of garages, covered walks, open and/or screen porches, terraces or patios and pool areas. Area calculations shall be measured from inside exterior walls.
12. Guesthouse: A portion of the residence having a separate entry not directly accessible from the main house.
13. Hardship: Any unusual and extraordinary circumstances not created by the Applicant and which are beyond the control of the Applicant that cause a problem with either the construction or use of a residence, as determined in the sole and absolute discretion of the ARB.
14. Harmony: As interpreted and applied by the ARB, shall be defined by consideration of the following factors:
  - a. The positioning of any structure on a lot;
  - b. The relationship of all structures to open spaces;
  - c. The scale and/or mass of any structure, especially that which may result in one or more of the following:
    - (1) alter the integrity of the relationship with a neighboring property;
    - (2) adversely impact the visual character considering the adjacent properties and streetscape;
    - (3) look incongruous or misplaced;
    - (4) negatively affect the existing architectural style of the neighborhood.

15. Improvement: A structure of any kind, including, but not limited to, any building, fence, wall, paving, grading, parking, exterior lighting, building addition, alteration, screen enclosure, solar panels sewer, drain, disposal system, decorative building, landscaping, or landscape device or object.
16. Lot: Land located within the Property which is intended for use as a site for a Dwelling.
17. Lot Coverage: The ratio calculated by the fraction in which the numerator is the square footage of the Dwelling footprint, including garages, guest house and excluding non-covered patios, walks, pools and spas, but including the air conditioned footprint of a Guesthouse (if applicable), and the denominator is the square footage of the lot.
18. Member: The record owner, whether one or more persons or entities, of the fee simple title to any Lot, excluding, however, any mortgagee, unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure and/or one who has executed a Seller's Retention Agreement, or a person who has signed a non contingent contract (except for ARB related issues) to purchase a home in Frenchman's Creek, may make application prior transfer of title, but no work can take place until title is transferred.
19. Porte Cochere: A roofed structure extending from the building entrance over a driveway, the purpose of which is to provide shelter to people getting in and out of vehicles.
20. Property: That real property commonly known as "Frenchman's Creek" and as legally described in the Covenants.
21. Recreational Facilities: The clubhouse, golf courses, tennis courts, fitness center with swimming pool, beach club with swimming pools and other related facilities which shall be Common Property, the use of which shall be limited to Members holding Recreational Certificates.

22. Street: Any road, highway, or other thoroughfare which exists within the Property and dedicated to the Association.
23. Tear Down: Substantial demolition of an existing dwelling and the construction of the replacement thereof.
24. Water Management System: Those lakes, canals, and other facilities located within the Property, which are to be used for storm water management of the Property excluding the navigable waters and lands under the jurisdiction of the South Florida Water Management Authority and other governmental authority.

#### **IV. THE COMMITTEE**

A. The Architectural Review Board shall be composed of at least seven (7) persons, including the Chairperson. Each person shall be a Member of the Association appointed as provided in the Covenants. The Chair person shall be appointed by the President of the Association, subject to the approval of the Board of Governors, and the Chairperson shall recommend all other Members to the President for appointment. The Chairperson, subject to the approval of the President of the Association, shall select a State of Florida Licensed Architect to be a consultant to the ARB. The architect will review, explain and report in writing on each project as to whether it is in compliance with this Manual and provide other consulting services as requested.

#### **B. Committee Meetings**

1. Meetings of the ARB will be held on a regular basis and announced either in the Club News, on FCTV and/or in other forms of communication with the Members. The Chairperson may convene additional meetings to accommodate Applicants and/or special situations.
2. Meetings shall be chaired by the Chairperson, and in the Chairperson's absence by the Chairperson's designee.
3. Applicants are strongly encouraged to attend, at least, the initial ARB meeting at which his or her application is being reviewed. Experience has shown that an

Applicant's presence minimizes the possibility of misunderstandings between the ARB and that Applicant.

4. An Applicant and/or his or her Agent(s) may be required to attend the meetings of the ARB when his or her Application is being reviewed. If an Applicant or the Applicant's Agent is unavailable, the application may be deferred until appropriate arrangements for representation are made.
5. An Applicant's Architect may accompany any Applicant presenting an Application for a new Dwelling or Improvement. The Association's Landscape Architect, the Applicant's Landscape Architect and/or the Florida Registered Engineer responsible for the drainage design, as applicable, shall accompany any Applicant or Agent presenting a Final Landscape Plan.

C. Committee Decisions

1. Two-thirds of all members of the ARB attending in person or by telephone, but not by proxy, shall constitute a quorum for any ARB meeting.
2. A variance to the requirements established by the ARB may be granted to an Applicant. All variance requests must be made in writing by the Applicant. Any variance granted is to be considered unique and not precedent setting for future ARB decisions. A variance may be issued based on, but not limited to, hardship and/or community harmony, must be reasonable under the circumstances, and shall be subject to the provisions of this Manual and appropriate governmental authorities.
3. A majority of all Committee members shall be required to approve the granting of a variance.
4. The ARB shall mail or email a Decision Letter to the Applicant with in five (5) days of a decision. An Applicant may appeal a decision of the ARB by requesting, in writing, a rehearing before the ARB. Such request must be made within seven (7) days of the date of the receipt of the Decision Letter. A rehearing meeting shall be held within seven (7) days

of receipt of the written request for a meeting. If the ARB reaffirms its decision, the Applicant may in writing, within a period of seven (7) days from receipt of the Decision Letter, appeal to the Board of Governors. Such appeal shall be held within thirty (30) days of the receipt of the Applicant's request. The Board of Governors shall render its decision within thirty (30) days of conclusion of the hearing. The Applicant may appeal the Board of Governors' decision by filing a written request for binding arbitration before a panel of three (3) architects or engineers who maintain an active practice in the State of Florida, and the decision rendered by such Arbitration panel shall be final, binding and non-appealable. One member of the arbitration panel of architects or engineers shall be selected by the Applicant, one member by the Board of Governors and the third member, who shall be selected by the two appointees, shall serve as the panel Chairman. The cost and expenses of the arbitration panel shall be borne by the losing party. Such decision may be enforced in the Circuit Court in and for Palm Beach County, Florida, only.

5. Subject to Article V, D, if a next door neighbor who is entitled to notice, objects to the terms of the Decision Letter or as a result of the ARB granting any variance or makes its decision on the basis of harmony, that neighbor may appeal in writing to the ARB within seven (7) days in the manner set forth for an Applicant as described in Paragraph 4 above. Similarly, if on appeal, the ARB ratifies its decision and the ARB has granted a variance and/or made its decision on the basis of harmony, the neighbor may appeal to the Board of Governors. The appeal to the Board of Governors must be made in writing within seven (7) days of receiving the Decision Letter from the ARB concerning said appeal. The Board shall render its decision within thirty (30) days of receipt of the Appeal, and a decision on a neighbor's appeal will be final, binding, and may be enforced in the Circuit Court in and for Palm Beach County, Florida, only.

**V. APPLICATION PROCESS**

- A. Any Member planning an Improvement must submit an Application to the ARB. In the event the information sub-



mitted to the ARB is, in the ARB's opinion, incomplete or insufficient in any manner, the ARB may request and require the submission of additional or supplemental information including but not limited to a model of the project and a model of the project related to its neighbors.

B. The Application must be submitted a minimum of ten (10) days prior to a scheduled ARB meeting with all required payments.

C. All Applications for Improvements must be signed by the Member.

D. Upon receipt of an Application, the ARB shall notify the next door neighbors. A copy of the proof of delivery shall become a part of the Application. Such notice shall advise that an Application has been received and that plans are in the Association's office where they may be reviewed. The next door neighbors shall have a period of fourteen (14) days during the period from October 1st thru May 31st, or twenty-eight (28) days during the period from June 1st thru September 30th after proof of delivery date, to set forth in writing their objections. If a next door neighbor fails to timely file written objections, the neighbors' right to appeal shall be deemed waived.

VI. REVIEW CRITERIA AND REQUIRED SPECIFICATIONS

A. Each Lot shall be used only as a single-family, private, residential Dwelling and for no other purpose. The classification of the Lot governs the type of Dwelling situated thereon. Each Lot at Frenchman's Creek is classified as one of the following: Custom Home, Villa Home, Patio Home, Town Home.

CUSTOM HOME

B. Dwelling Constructed on Custom Home Lot

1. Floor Plan & Elevations:
  - a. Minimum Floor Living Area - 3000 square feet. The ARB shall have the right to require a greater minimum floor area.
  - b. Maximum Stories - Two (2).
  - c. Maximum Building Height - Thirty-two (32) feet; Guest House - Twenty-eight (28) feet.

- d. Second Floor Area Limitation - The area of the air conditioned second floor is limited to a maximum of 60% of the air conditioned living space of the first floor.
- e. Second Floor - Second floor setback requirements will be measured from the plane of the first floor walls to the plane of the second floor walls.

In the case of additions, the following design is required: the distance equal to height (minimum 10 feet) of the second story as measured from the second finish floor elevation to the average roof eave for 80% of the wall length.

In the case of a Tear Down, where a new two-story dwelling is being built one of the following design requirements must be satisfied to reduce the massing of the front and rear elevations: 1) the distance equal to height (minimum 10 feet) of the second story as measured from the second finish floor elevation to the average roof eave for 80% of the wall length; or 2) each third of the front and rear elevations must be offset a minimum of 8 feet from the contiguous third.

- f. Side Setbacks - Minimum five (5) feet for 80% of the wall length.
- g. A vertical plane, such as a stairwell, tower, elevator shaft, or other portion of the building may protrude outside of the second floor setback for up to 20% of the wall length.

2. Minimum Building Setbacks:

- a. Front Yard - 25 feet;
- b. Rear Yard - 15 feet;
- c. Side Yard - 10 feet (each side). Nothing is allowed in side yard setbacks. Roof may overhang 18" maximum;
- d. Pool - 10 feet measured from water's edge to property line, 5 feet from any structural element including building, screened enclosure, wall or accessory structure;
- e. Maximum Lot Coverage - 40% (inclusive of Guesthouse if

- applicable);
- f. For homes built adjacent to Common Property other than Streets, equipment may be located 4 feet into the setback.
3. The minimum setback requirements herein shall be as set forth above but in no event shall be less than that set forth in the current Palm Beach Gardens Building and Zoning Code. In the event of a conflict between the Frenchman's P.U.D. and Palm Beach Gardens Building and Zoning Code, Frenchman's Creek P.U.D. shall prevail.
  4. All fixtures such as air conditioners, compressors, etc. must be on the Member's Lot and not the Common Property.
  5. Guesthouses - All requirements for custom homes shall apply to custom home Guest houses except the air conditioned square footage of the ground floor of a Guesthouse may not exceed 50% of the air conditioned square footage of the ground floor of the main house.

#### VILLA HOMES

##### C. Dwelling Constructed on Villa Home Lot

1. Floor Plan and Elevations:
  - a. Maximum Stories - 2 (The front elevation shall have a roofing or wall element to break up the face of the two story wall).
  - b. Maximum Building Height - 30 feet.
2. Minimum Building Setbacks:

The minimum setback requirements herein shall be as set forth below but in no event shall be less than that set forth in the current Palm Beach Gardens Building and Zoning Code. In the event of a conflict between the Frenchman's P.U.D. and Palm Beach Gardens Building and Zoning Code, Frenchman's Creek P.U.D. shall prevail. Furthermore, no structure of any kind,

including fences in excess of five feet high, cantilevers and balconies, shall be permitted in any building setback area, or on a property line except that air conditioning equipment, water softeners, sprinkler controls, and other similar utilitarian devices are permitted, provided they do not extend more than 4 feet into the setback area and provided they are properly screened from view in a manner approved by ARB. A roof overhang of a maximum of 18 inches is permitted to encroach into setbacks.

- a. Front Yard - 25 feet;
- b. Rear Yard - 10 feet;
- c. Side Yard - 7.5 feet;
- d. Pool - 7.5 feet from line, 5 feet from any structural element, including building, screened enclosure, wall or improvement;
- e. Lot Coverage (Max) - 42% (inclusive of Guesthouse if applicable).

3. Guesthouses are allowed subject to ARB approval.

#### PATIO HOMES

D. Dwelling Constructed on Patio Home Lot (Zero Lot Line)

1. Floor Plan and Elevations:
  - a. Maximum Stories - 2 (The front elevation shall have a roofing element to break up the face of the two-story wall).
  - b. Maximum Building Height - 30 feet.
2. Minimum Building Setbacks:

The minimum setback requirements herein shall be as set forth below but in no event shall be less than that set forth in the current Palm Beach Gardens Building and Zoning Code. In the event of a conflict between the Frenchman's P.U.D. and Palm Beach Gardens Building and Zoning Code, Frenchman's Creek P.U.D. shall prevail. Furthermore, no structure of any kind, including fences in excess of five feet high,

cantilevers and balconies, shall be permitted in any building setback area, or on a property line except that air conditioning equipment, water softeners, sprinkler, provided they do not extend more than 4 feet into the setback area and provided they are properly screened from view in a manner approved by ARB. A roof overhang of a maximum of 18 inches is permitted to encroach into setbacks.

- a. Front Yard - 25 feet;
- b. Rear Yard - 10 feet;
- c. Side Yard - The zero side may not extend beyond the property line. Regardless of the distance from the Dwelling to the property line to the zero side, all rules apply. A 10 foot side yard is required on the opposite side; a 5 foot maintenance easement with an 18 inch roof overhang is provided for the abutting property;
- d. Pool - 7.5 feet from line, 5 feet from any structural element, including building, screened enclosure, wall or improvement;
- e. Lot Coverage (Max) - 42% (inclusive of Guesthouse if applicable).

3. Guesthouses are allowed subject to ARB approval.

#### TOWNHOMES

- E. Dwelling Constructed on Townhome Lot
  1. Floor Plan & Elevations:
    - a. Maximum Stories - 2
    - b. Maximum Building Height - 30 feet.
  2. Minimum Building Setbacks:

The minimum setback requirements herein shall be as set forth below but in no event shall be less than that set forth in the current Palm Beach Gardens Building and Zoning Code. In the event of a conflict between the Frenchman's P.U.D. and Palm Beach Gardens Building and Zoning Code, Frenchman's Creek P.U.D. shall prevail. Furthermore, in Patio, Villas and Townhomes,

no structure of any kind, including fences in excess of five feet high, cantilevers and balconies, shall be permitted in any building setback area, or on a property line except that air conditioning equipment, water softeners, sprinkler controls, and other similar utilitarian devices are permitted, provided they do not extend more than 4 feet into the setback area and provided they are properly screened from view in a manner approved by ARB. A roof overhang of a maximum of 18 inches is permitted to encroach into setbacks.

- a. Front Yard - 25 feet;
- b. Rear Yard - 10 feet;
- c. Side Yard - 7.5 feet from the property line for a minimum separation of 15 feet between structures;
- d. Pool - 7.5 feet from line, 5 feet from any structural element, including any building, screened enclosure, wall or accessory structure.

**VII. PRIOR TO COMMENCEMENT OF CONSTRUCTION**

A. All Tear Downs and all exterior construction must be completed within twenty-four (24) months from the date of the ARB final approval after all appeal periods.

B. If the Application is for a Tear Down, continuous construction must commence within ninety (90) days of the Tear Down. If construction does not commence within ninety (90) days, the Member is required to landscape the Lot.

C. Prior to commencing construction, the Member shall deliver a security deposit in the sum of Five Thousand Dollars (\$5,000.00) to the Association's office.

D. The Applicant agrees to restore the area surrounding the project to its condition prior to commencement of construction. The scope of the restoration shall be within the sole reasonable discretion of the ARB. The ARB shall have the right to inspect the property within a reasonable period after completion and should it be necessary to make any repairs or clean up, the ARB shall notify the Applicant thereof and if not remedied within ten days, the Association may (but shall not be required), to repair and perform all clean ups, the cost of

which shall be borne by the Applicant and may be deducted from the security deposit and any excess cost charged to the Applicant.

E. If the Decision Letter approves the Application with modifications, the applicant shall signify consent by executing the Decision Letter and delivering it to the Association's office. The consent form shall be delivered to the Association prior to the commencement of construction. If the executed Decision Letter is not received by the Association within forty-five days, the Decision Letter shall be deemed cancelled and of no effect. Further improvement or construction on the Lot shall require a new Application.

F. The ARB may require the Applicant or the general contractor or both to meet with representatives of the Association to review the construction schedule and the Association's rules and regulations relative to security, conduct, and the construction site.

G. All work in progress shall be monitored on an ongoing basis by the Association staff to ensure compliance with the final approved plans and adherence to the Association's rules and regulations. The work in progress will remain on the ARB agenda and will be reviewed on an ongoing basis until a staff person and/or consulting architect attests to compliance and completion.

H. All Plans approved by the ARB shall remain in the office of the Association; a permanent record shall be maintained for each set of plans setting forth all actions taken on such plans and the names of all parties who have inspected such plans before, during and after completion of the Project.

I. The Applicant agrees that the approval of the ARB shall be obtained prior to requesting approval from the City of Palm Beach Gardens. The Association may send a copy of the Decision Letter to the City of Palm Beach Gardens. No part of the records shall be permitted to leave the Associations' offices.

#### **VIII. COMPLETION OF CONSTRUCTION**

A. Within thirty (30) days after completion of any Improvement, the Member shall submit the following: (1) a letter from the Member's Architect certifying that the completed Improvements conform with the approved plans, (2) a certified

digital copy containing the final survey and as-built plans together with, (3) sign offs from all governmental agencies.

B. The Member shall restore the area surrounding the project to its condition prior to the commencement of construction before construction is considered complete.

C. Once the above conditions have been satisfied the net security deposit will be refunded.

**IX. GENERAL NOTES FOR ALL APPLICATIONS:**

A. No Improvements shall be constructed, erected, removed, planted or maintained, nor shall any addition to or any change, replacement or alteration therein be made until the plans and specifications therefore showing the nature, kind, shape, height, materials, floor plans, exterior wall texture, color scheme, and the location of same, showing existing and design grades and/or contours relating to the predetermined ground floor finish elevation established by the Association, shall have been submitted to and approved in writing by the ARB. The ARB shall require submission of samples of building materials and colors proposed-to-be-used.

B. Members are encouraged to discuss with the ARB, on a conceptual basis, preliminary plans prior to submitting an Application.

C. No construction may be started in any manner or respect until the Applicant has received all ARB approvals and all governmental approvals and permits. All costs associated with such approvals and permits are the Member's responsibility.

D. All reasonable expenses expended on the Member's Project by the Association, shall be borne by the Member and charged on the Member's monthly statement.

E. Neither the Association, nor its directors, officers, employees or Agents, the Members of the ARB, nor any person acting on behalf of any of them, shall be liable for any costs or damages incurred by any Member within the Project or any other party whatsoever, due to any mistake in judgment, negligence, or any action of the ARB in connection with the approval or disapproval of plans and specifications. Each Member and occupant together with their successors and assigns agrees by acquiring title thereto or any interest therein or by



assuming possession thereof, that they shall not bring any action or suit against the directors or officers of the Association, the Members of the ARB or their respective employees and Agents, to recover any damages caused by the actions of the Association or ARB; and each Member and his or her successors and assigns shall indemnify, defend, and hold harmless the ARB and each of its Members from all costs, expenses, and liabilities, including reasonable attorneys' fees, of all nature resulting by virtue of the acts of the Association, its directors, officers, employees or Agents or the ARB or its Members. Neither the Association, nor the Agents or employees, the directors and/or officers of the Association, the Members of the ARB, nor any person acting on behalf of any of them, shall be responsible for any defects in any plans and specifications, nor for any defects in any Improvements constructed pursuant thereto. Each Member submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed.

F. Each Applicant shall be responsible for and shall protect the Common Property and the Applicant's property. All Streets, lawns and storm drains must be cleaned on a daily basis. Port-o-Lets must be shielded and close to the home. Trash dumpsters must be placed in the driveway and emptied on a regular basis. Any damage done to the Common Property shall be assessed to and billed to the Applicant's monthly statement.

G. The ARB shall abide by the general principle that, when a conflict or problem arises between any existing Dwelling and a proposed Dwelling (for example, adverse drainage impact), the Member planning a new Dwelling, or Improvement shall be responsible for designing a solution acceptable to the ARB.

H. Plans and specifications submitted to the ARB are not reviewed for structural and engineering sufficiency, and by approving plans and specifications, neither the ARB, the Association, nor its Members and Agents assumes any liability or responsibility for any defect in the approved plans and specifications, or any structure constructed.

I. The ARB is empowered to promulgate and/or modify from time to time the design and development standards for Frenchman's Creek Lots, including but not limited to the fol-

lowing:

1. Roof color, design and materials;
2. Fences, walls, doors, screened porches, patios, awnings, shutters and similar structures;
3. Exterior building materials and colors;
4. Exterior landscaping;
5. Irrigation and/or Site Drainage;
6. Elevations (all sides);
7. Mail boxes, flagpoles, address numbers, and exterior lighting;
8. Building setbacks, side yards, and related height, bulk, and design criteria;
9. Garages, driveways, walkways, garbage and trash containers;
10. Swimming pools, tennis courts, accessory structures, and play equipment;
11. Exterior antennas;
12. Glass windows, doors, etc.;
13. Hurricane storm protection;
14. Generators.

J. The ARB is authorized to promulgate and/or modify, from time to time, rules and regulations regarding health, safety and Association standards at construction sites and the surrounding common areas, including but not limited to the following:

1. Parking;
2. Dumpsters and portable toilets;
3. Signage;
4. Construction site appearance;
5. Disposal of construction materials;
6. Protection of storm water intakes and outfalls;
7. Protection of common areas;
8. Concrete pouring methods and protections.

K. Limitation of Responsibilities:

1. The ARB reviews the items in an Application for conformance with the criteria as detailed in this Manual. The ARB does not in any way assume responsibility for, including but not limited to:
  - a. Soil erosion or otherwise unstable soil conditions;
  - b. Compliance with any or all governmental

- laws, regulations, or code ordinances;
- c. Performance or quality of work by any contractor or subcontractor;
- d. The structural adequacy or safety of the proposed Improvement or structure.

L. Subject to Palm Beach Gardens Building and Zoning requirements, the ARB shall, in all cases, have the right to determine other criteria established in the guidelines of this Manual in order to preserve the harmonious design and appearance in the immediate neighborhood.

M. From the filing of the Application, until all sign offs have been obtained and there is full compliance by the Applicant of the requirements of the Manual, the Member is ultimately responsible for all materials, submissions, representations, activities, employees, contractors and subcontractors associated with the construction process for latent defects discovered thereafter.

N. There is specifically reserved unto the ARB and the Association, their Members and Agents, the right of entry and inspection upon any portion of the property for the purpose of determining whether there exists any construction, maintenance, or lack of maintenance, or any Improvement which may violate the terms of any approval by the ARB or the provisions of this Manual. If an Improvement of any nature is constructed or altered without the prior approval of the ARB, the Member shall, upon written notice from the ARB expeditiously remove, repair and restore such Improvement. Failure to comply within fifteen days (or shorter if hazardous), the Association may take action and charge the Member therefore.

O. Notes Regarding Plans and Elevations

1. Site Planning - All setbacks shall be measured from the appropriate property line. Dimensions from the property line for any structural elements, e.g., buildings, patios, screened enclosures, fences, walks, equipment, accessory structures, etc., must be shown on the site plan.
2. All plans involving structural work must be prepared by a Florida registered architect; surveying services are to be performed by a Florida licensed surveyor; landscape services

by a Florida licensed landscape architect or the Association's Landscape Director.

3. Plans shall be prepared on 24" x 36" sheets drawn at a scale of 1/8" = 1'-0" or larger.
4. Roof plan drawings should be made at a minimum scale of 1/8" = 1'-0".
5. Elevation drawings will use a scale of 1/4" = 1'-0".
6. The site plan must show the minimum lowest, finished floor elevation. It is the responsibility of the Member (or his/her Agent) to ensure site plan and grades are met.
7. Plans shall show lot number, Member name, percentage of lot coverage, North arrow, scale, date, and the name of the company which prepared them.
8. Plans shall be signed and sealed by a Florida Registered Architect, Landscape Architect, and/or professional Engineer responsible for their preparation as required in this Manual.
9. The following statement shall be printed on all plans and shall be considered part thereof:
  - a. "The signature and professional seal, so affixed to these plans, acknowledge these plans are in compliance with the Frenchman's Creek ARB Manual and all other authorities having jurisdiction."

P. Requests by Members to build on setbacks that abut the Common Property and do not adversely affect neighbors' views may be considered.

Q. All Dwellings shall be placed on a concrete foundation. The top of the concrete foundation slab shall be between 24 and 36 inches above the crown of the Street abutting the front of the Lot.

R. No change in the elevation of any Lot shall be made nor shall any fill be used to extend a Lot beyond the pre-existing Lot line nor elevation of the perimeter of the Lot that may be adversely effected by run-offs without the prior written consent of the ARB. No Lot abutting water shall be increased in size by altering the shore line of the water it abuts.

S. All driveways and parking areas shall have textured or featured paving constructed with materials approved by the ARB. Driveways may connect to Streets at no more than two points, and such connections shall blend into the Street pavement. No curbside parking areas may be created by extending any portions of Street pavement.

T. The size and design of all house numbering, outside lamp posts, mailboxes, and other such materials shall be selected or approved by the ARB and shall display continuity and conformity throughout the Property.

U. No boundary wall, fence, or hedge shall be built or maintained at more than 6 feet in height on any Lot without prior approval of the ARB with regard to height, front and rear setbacks, and such other matters as are controlled by the ARB. No side of any wall, fence, or hedge shall be maintained in such manner as to be unsightly. Chain link fence shall not be erected or maintained at any time upon any Lot, except that such fence may be temporarily permitted during construction of Improvements on a Lot, provided that such fences are immediately removed upon completion of such construction. Chicken wire fencing is not permitted at any time.

V. No wall or fence may obstruct the drainage flow of water.

W. Unless otherwise approved by the ARB in writing, no storage facility, tool sheds, garden houses, and other similar Improvements shall be attached to or detached from a dwelling.

X. All swimming pools, hot tubs and spas to be constructed on any Lot shall be subject to the requirements of the ARB which include, but are not limited to, the following:

1. Composition shall be of material thoroughly tested and accepted by the industry for such

2. construction;  
Swimming pools (from the water's edge) may not extend into any minimum setbacks;
3. Swimming pools shall not be constructed or erected above ground.

Y. No Lot shall be used or maintained as a dumping ground for rubbish. trash, garbage, and other waste shall be kept in sanitary refuse containers, which shall be placed in a walled-in or screened-in area, so that they are not visible from the Street or from adjoining Lots. All oil tanks and bottle gas tanks must be kept underground or placed in a walled-in or screened-in area so they shall not be visible from the Street or from adjoining Lots or Common Property. Trash, refuse, or waste material shall not be burned on any Lot.

Z. Water lines shall be connected to the water distribution main serving the Lot, and the sewer line shall be connected to the sewage collection line serving the Lot, and the member shall pay all construction and usage fees and costs related thereto. Each Member shall maintain and repair the water and sewer lines up to the point of delivery and collection by the service provider. No individual water supply system shall be permitted except for irrigation purposes. No septic tank or drain field shall be permitted on any portion of the property.

AA. Each Dwelling is, as a minimum, required to be connected to the central security system. Each Member shall be charged for and shall pay a monthly prorata share for the cost of the central security system. It is not the intent of the ARB to limit additional security systems to the basic security system or to any security company, the costs of which shall be borne by the Member.

BB. No Dwelling or other Improvement, nor any tree, bush, shrub, or landscaping of any kind shall be built or maintained upon any easement or right-of-way without prior written approval of the ARB, and said access to and over such easements and rights-of-way shall at all times be open and accessible to the persons entitled thereto. Notwithstanding the foregoing, landscaping approved by the ARB shall be maintained by each Member to the perimeter of each Lot.

CC. All easements must be shown on the survey and the

Site Plan as well as sufficient information to indicate surface water drainage before and after the proposed construction.

DD. The ARB shall require an "as is" survey at the Applicant's expense of any questionable matters during construction of a Dwelling.

EE. The following roof styles and materials shall not be permitted: asphalt composition shingles; fiberglass panels; Metal roofs may, in the ARB's sole discretion, be approved based on the ARB's judgment concerning the appearance, strength, consistency, and the design of the house and general composition. The minimum roof pitch generally required for each Dwelling shall be not less than four (4) feet of height for each twelve (12) feet of extension, commonly known as "4:12 pitch".

FF. Plumbing and heating vents protruding from roofs shall be painted so as to blend into the roofing color and shall be located, whenever possible, so as not to be seen from the front elevation.

GG. Gravity attic ventilators are prohibited. Electrically powered ventilators may be used if the roof vents are low profile, blend into the roofing materials, and are not seen from the front elevation.

HH. The ARB establishes a palette of acceptable roof colors. Any colors other than the approved palette shall require an ARB variance.

II. No Dwelling shall be erected without providing an enclosed garage, attached to the Dwelling, which is of sufficient size for not less than two (2) automobiles. No open carports shall be constructed or maintained. All garages must be equipped with electric door openers, and safety code requirements which must be maintained in good repair. If Member shall have a golf cart garage, it too shall be equipped with an electric door opener. All garage doors shall be kept closed at all times, except as necessary for ingress and egress into and out of the garage.

JJ. Landscape plans are to be drawn at a minimum scale of 1/8" = 1'-0" and shall include a plant material list including quantity, size, height, and spread of plants. No artificial grass, plants, or other artificial vegetation shall be placed or

maintained upon the exterior portion of any Lot without the prior written consent of the ARB.

KK. All lawns in front of all Lots shall extend to the curb line. No gravel or black top or paved parking strips are allowed on any Lot except as approved on the original plans and specifications, or as subsequently approved in writing by the ARB. Landscaping must be completed in accordance with the approved plan prior to the issuance of a Certificate of Occupancy or, if applicable, a letter of completion, for any Dwelling. Upon the sodding of a Lot, the lawn shall be regularly fertilized and treated for pests and weeds as needed so as to maintain a green, luxuriant and well-kept lawn at all times. Grass growth shall not exceed a minimum of four (4) inches above the ground at any time and all trees and shrubbery shall be appropriately trimmed as needed.

LL. Lighting for landscape, pool, recreation, and security purposes shall be designed so as not to be an annoyance to the surrounding residences. Time clock controls may be used. Each Lot, with the exception of townhomes, is required to have a lamp post. The lamp post must be controlled by a light sensitive switch and shall conform to light intensity requirements of the ARB. Each townhome's front door light must be controlled by a light sensitive switch and shall conform to light intensity requirements of the ARB. All lighting plans must be submitted to and approved by the ARB.

MM. Each Lot is required to be hooked up to the central irrigation system if said system is available to the Member's property, and pay its prorated share of the monthly costs of the operation of that system. An automated irrigation system shall be required to be installed at the time of construction of a Dwelling, which system shall be adequate to service all designed landscape elements. The source of water shall be free of elements which cause discoloration and may, in the sole discretion of the ARB be required to be the public utility.

NN. Reflective window glazing is not permitted.

OO. A color schedule must describe and include a sample of the exterior walls, shutters, doors, trim, windows, and driveway. The ARB reserves the right to review any other item that may affect the exterior appearance. The ARB establishes a palette of acceptable colors, samples of which are



available in the office of the Association. If an Application is received in which the project is to paint the exterior of the Dwelling and the paint color is included in the approved Association palette, the approval can be granted by the ARB staff person.

PP. Where an addition to an existing Dwelling is proposed, the use of materials and colors compatible with the existing Dwelling is required.

QQ. Exterior Materials - The use of brick, stone, wood, stucco, or combinations thereof is encouraged.

RR. Screen Enclosures - Screen enclosures must be of a color that is compatible with the house color scheme.

SS. Exterior Painting - For maintenance purposes, all POA maintained homes (Townhouses, Patios and Villas) must be painted by the designated POA painter. If new construction occurs and the POA designated painter is not used, the painter who performs the work must follow the POA specifications.

**X. CUSTOM HOME ROOF MAINTENANCE**

A. When it is determined, from the appearance of the roof of a Dwelling, that it is in disrepair and/or may have loose or damaged roofing material or any other potential hazardous condition, the ARB shall notify the Member of the condition of the roof. Upon receipt of such notice the Member shall immediately employ a roofing contractor to inspect and repair the condition. If the Member fails to immediately commence the repairs and proceed with due diligence, the Association shall have the right to engage a roofing contractor consultant to make such repairs at the Member's cost and expense and the charges shall be borne by and billed to the Member accordingly.

**XI. HURRICANE SHUTTERS (Amended May 10, 2007)**

A. All hurricane/storm shutter designs and colors must be submitted and approved by the ARB and subsequently by the Palm Beach Gardens Building Department prior to installation. The ARB will consider the aesthetic harmony of the color with the color scheme of the Dwelling. Black hurricane shutters are prohibited.

B. Hurricane and storm shutters may be installed at the

beginning of hurricane season but not earlier than June 1st and are required to be removed by November 30th.

C. Exceptions to this policy are prohibited unless a hurricane warning has been issued for Palm Beach County by the National Weather Bureau prior to June 1st. Any violation will be referred to the Grievance Committee.

## **XII. OTHER PROVISIONS**

A. Nothing contained in this Manual shall create a contractual relationship with or cause of action in favor of a third party against either the Association or Member.

B. Notices as provided herein shall be served as follows:

1. To the Association  
Frenchman's Creek, Inc.  
13495 Tournament Drive  
Palm Beach Gardens, FL 33410  
Attn: ARB Administrator
2. To the Applicant:
  - a. The name and address indicated on the application.
  - b. At the request of the Applicant, courtesy copies will be sent to architects and/or Agents, whose mailing and email addresses indicated on the Application.
3. Next Door Neighbors:
  - a. To Full-Time Residents: The name and address indicated in the Membership Directory.
  - b. To Part-Time Residents: To both the local address and to the northern residence address indicated in the Membership Directory.
  - c. At the request of the Next Door Neighbors, a courtesy copy will be sent to Next Door Neighbors' architects and/or Agents.
4. All notices will be served by certified delivery return receipt requested.

**EXHIBIT A**  
**ARCHITECTURAL REVIEW BOARD**  
**PROPERTY IMPROVEMENT APPLICATION**  
**(Please print or type)**

Pursuant to the authority granted in Article IX of the Amended and Restated Declaration of Covenants and Restrictions ("Covenants") for Frenchman's Creek, Inc. ("Association"), this Manual, as approved by the Board of Governors of the Association ("Board of Governors"), is effective and binding on all Members as of \_\_\_\_\_, 2008.

I HAVE READ THE ARB MANUAL AND AGREE TO BE BOUND BY ALL OF ITS PROVISIONS.

This Application must be submitted a minimum of ten (10) days prior to a scheduled Architectural Review Board meeting with payment as required.

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Contractor's Name: \_\_\_\_\_

Phone: \_\_\_\_\_

THE WORD MEMBER HEREIN CAN REFER TO THE APPLICANT, HIS AGENT, OR EMPLOYEES.

In accordance with The Amended Declaration of Covenants and Restrictions referred to in the deed covering the Lot described above. I/we hereby apply for written consent to make the following alterations or changes:

Briefly describe the request:

With this Application please submit the following information in the quantities indicated:

1. Copy of Survey/Site Plan (3)
2. Floor Plans and Elevations (3) (Site plans @ scale 1"=20' min.; floor plans and elevations @ scale Per ARB Manual)
3. List of materials to be used, to match existing (3)
4. Construction specifications (3)

5. Landscape and Irrigation Plans and Specifications (If applicable) (3)
6. Color Samples (to match existing) (3)
7. Scaled drawings of Improvement as it relates to existing structure (3)
8. Application Fee and Security Deposit (If required)

If my Application is approved, it is understood that APPROVAL is for the above described work only and is detailed in the approval letter based upon facts presented.

The Member has the sole responsibility for building permits, environmental and governmental permits, engineering tests, drainage, etc. and/or any other areas requiring professional/technical advice or approval.

Further, each Member shall be solely responsible for any damages to common areas, other property Members, or to persons and property during the construction or material delivery phase for the above listed request. The protection/security of Common Property and Member's property is the responsibility of the Member. All Streets, lawns, storm drains must be cleaned up on a daily basis. Port-O-Lets must be close to the home and not in the Street. Trash dumpsters must be in the driveway and emptied on a regular basis. Any damage done to the Common Property will be assessed to the Member. The ARB reserves its right to sanction or place penalties, in any form, on an Member who does not abide by the rules set forth in this Manual.

Based on the scope of Improvements to be made, the Architectural Review Board may ask the Member to post a damage deposit in an amount to be set from time to time. Upon completion of the project, the Architectural Review Board will return the deposit in whole or in part, without interest, after an inspection is made of the Common Property surrounding the project. Common Property damaged as a result of construction of the project will be repaired and charged against the damage deposit.

Permission is hereby granted for Members of the Architectural Review Board and Association staff to make reasonable inspections prior to, during, and following the proposed Improvement.

By signing below Member signifies that he has received a current copy of the Architectural Review Board Manual for Procedures and Criteria, as rewritten in April, 2008, and that the proposed construction is in compliance thereto.

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Signature

Date

WORK MUST NOT COMMENCE WITHOUT WRITTEN APPROVAL FROM THE ARCHITECTURAL REVIEW BOARD AND WHERE REQUIRED, A BUILDING PERMIT ISSUED BY THE PALM BEACH GARDENS BUILDING DEPARTMENT

FOR ARB USE ONLY:

Date of Action:\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

\_\_\_\_\_ Approved  
\_\_\_\_\_ Disapproved  
\_\_\_\_\_ Approved with Modifications  
\_\_\_\_\_ Deferred/Request Further Information

First Inspection Date:\_\_\_/\_\_\_/\_\_\_/ Inspected By:

Final Inspection Date:\_\_\_/\_\_\_/\_\_\_/ Inspected By: