



Aquilus II

Condominium Association, Inc.

1201 1st Street N, Jacksonville Beach, FL 32250

GUIDELINES, PROCEDURES, AND ARCHITECTURAL REVIEW APPLICATION

INSTRUCTIONS: Please read each section in its entirety prior to submittal of application. Complete all pages of this form and submit it to the property manager along with all applicable attachments and deposit. It will be reviewed and forwarded to the Board of Directors. The Board will review and approve, conditionally approve, reject, or request further information. A copy of the approval will then be mailed or emailed to the Owner before modifications, alterations or improvements may begin.

OWNER INFORMATION

Owner(s) Name: _____

Address: (if seasonal or rental) _____

Unit #: _____

Email: _____ Phone: _____

CONTRACTOR INFORMATION

General Contractor & Contact Person: _____

Email: _____ Phone: _____

Planned Start Date: _____ Estimated Completion Date: _____

Approval is hereby requested to make the following modification(s) or improvement(s) as described and depicted below, or on additional attached pages as necessary. Please include such detail as dimensions, materials, location and other pertinent data:

ATTACHMENTS PROVIDED:

_____ Completed and Signed Application

_____ Signed Copy of Hold Harmless Acknowledgement & Other Conditions

_____ Initial Damage and Compliance Deposit based upon contract value of work. Please make your check payable to Acquilus II. Required refundable deposit:

\$250 - \$2,500:	\$250.00
\$2,501 - \$10,000:	\$500.00
\$10,001 - \$25,000:	\$750.00
\$25,000 +:	\$1,000.00

_____ The application shall be accompanied by a set of construction plans, materials specifications, copy of contract or proposal from contractor, Contractor Work Approval Forms (attached), contractor's proof of Florida occupational license and Liability and Workers Compensation (Certificate of liability insurance with limits of \$1,000,000.00 each occurrence \$1,000,000.00 aggregate and workers compensation with statutory limits for each contractor).

TERMS OF AGREEMENT TO PERFORM WORK:

I understand and will comply with the following (*initial each item*):

_____ LIMITATION ON ALTERATIONS OF UNITS. Subject to the restrictions set forth in Article XVI, no Unit Owner shall make any addition, alteration or improvement in or to his Unit, the Common Elements or the Limited Common Elements...until the design, construction, specifications and a plan...have been approved in writing by the Board of Directors (or an architectural review committee appointed by it) as to quality, design and materials, harmony with existing structures.

_____ No project may commence prior to unit owner receiving written approval by Acquilus II Board of Directors. All work to be completed by a Florida licensed and insured contractor.

_____ Construction and contractor hours are **Monday – Friday from 8:00 AM - 5:00 PM only; no work is allowed on Saturdays, Sundays, or federal holidays.** All contractor and service vehicles must be parked outside of gates unless unfeasible and approved in advance.

_____ The use of the Association dumpster or trash chute is **strictly prohibited.** All construction and repair trash must be removed **daily** from the premises including any boxes, packing material, appliances, furniture, or residual material.

_____ All exterior walkways, elevator floors, and parking lots **may not be blocked** and must be cleaned **daily** and be free of dirt, dust or debris.

_____ The storage or placing of construction materials on common area property or any area that is visible from the road at any time is **strictly prohibited.**

_____ Owner is responsible for complying with all Easements, State, County and City building codes and to obtain all applicable permits.

_____ Acquilus II Condominium Association shall be "held harmless" for all incidents or damages that may arise during or after the project.

_____ To abide by the decision of the Board of Directors.

_____ If owner's request is not approved, or work performed is different than approved by the Board, owner understands and agrees that owner will be required to restore area back to its original condition. Unit owner may also be subject to legal action by the association and shall be responsible for all reasonable attorney fees and costs.

_____ Once approval has been obtained and **PRIOR** to commencement, unit owner, Contractor and Property Manager shall meet on site for a preconstruction walk through of the unit and common areas. Photographs may be taken noting current condition and any existing damage. All parties must initial agreement to condition and damage (if any).

_____ When the Alterations/Construction is complete, a final walk through shall take place between unit owner, Contractor and Property Manager to determine if any damage has occurred to neighboring units, grounds or common areas.

_____ DEPOSIT: Full or partial forfeiture of deposit will occur if it is determined that damage to common areas occurred or if cleaning of common areas was not completed **daily.** Violation of the rules shall result in a forfeiture of \$100 for the first violation, \$200 for the second violation and \$300 for each additional violation and work must stop. Additional damage and compliance deposit will be required to continue project, if it is determined that the initial deposit is insufficient to cover the costs of damage, cleaning or violation deposit forfeitures. Project will be stopped until additional deposit is received. Deposit will be refunded providing all the Association's conditions are satisfactorily met and a successful final walk through is completed.

_____ Owner further acknowledges that the Property Manager has the right to stop any and all workers should they perform outside the improvements or alterations as Approved by the Board of Directors, or if common areas sustain damage, if work is conducted outside stated allowed hours, if affected common areas are not cleaned daily as required, or Contractor exhibits inappropriate behavior as determined by the Property Manager and/or Board of Directors.

_____ HURRICANE SEASON: Once a HURRICANE WATCH ANNOUNCEMENT is made - All tools and materials must be removed from the job site or adequately secured in an enclosed area. All trash and debris must be removed. By signing this form, the Unit Owner acknowledges and agrees to reimburse Association for all expenses incurred by Association in its efforts to secure and protect units from damage which may be caused by Unit Owner's contractor's failure to secure or remove materials, etc. Unit Owner expressly holds the Association and its designated representative harmless from all claims while implementing this action.

I, _____ (Unit Owner), have read, understand and agree to all terms and conditions as stated above. I also understand I must receive the written approval from the Board of Directors **before the commencement of any work.**

Date of Request

Signature of Owner

ACTION TAKEN BY BOARD OF DIRECTORS:

_____ **Approved as submitted.**

_____ **Approved subject to the following conditions:** _____

_____ **Disapproved for the following reasons:** _____

DEPOSIT:

Value of Project: \$ _____ Deposit Received: \$ _____ Check #: _____

Work **must be completed by** _____ or approval shall be deemed withdrawn and you must reapply for permission.

Date of Action Taken

Signature of Board President

HOLD HARMLESS ACKNOWLEDGEMENT

There shall be no liability on the Board of Directors, the Property Manager, or Acquilus II Condominium Association, Inc., nor any authorized committee representative of the Association for any loss, damage or injury arising out of, or in any way connected with, the performance of the duties of the Board.

I agree to hold harmless the Board of Directors in their review of any matter submitted. The Board of Directors is responsible for neither safety, whether structural or otherwise, nor conformance with building codes or other governmental laws and regulations.

OTHER CONDITIONS

1. I will pay for and secure any/all necessary licenses and permits as may be required by law and will not begin the improvement until I have obtained all required approvals and permits. Approval of the improvement or change by the Association does not constitute approval by local governmental entities, including but not limited to local building or zoning departments, drainage design, or structural soundness.
2. I will be responsible for future maintenance and repairs of the improvement or change. The Association will not maintain the improvement or change, nor will the Association be responsible for repairing any damage to the improvement or change, or any damage caused by the improvement or change. In the event the construction of the requested improvement or change causes damage to any other property within the community, I will bear the full responsibility for that damage.
3. I will be responsible for immediate, proper disposal of all trash, debris, material, etc. generated because of the work. **Use of Acquilus II trash receptacles for contract work is prohibited.**
4. All applications, denied or approved, are further subject to the Association governing documents: Declaration of Covenants, Rules and Regulations, By-Laws and Articles of Incorporation. Any improvement which is in violation of a provision of the Declaration, Rules and Regulations or any governmental code, regulation, statute or ordinance is deemed denied regardless of consent previously given and such consent shall not be a waiver of the Association's right to enforce said covenant, rule or regulation as if the request for the improvement had been denied.
5. I must contact the Association for a pre-commencement inspection and final inspection when the improvement or change is complete, and I authorize entry into my unit for inspections during the project. Failure to notify the Board or refusal to allow inspections shall result in the withdrawal of the Board's approval of my request.
6. I will be responsible for the Association's reasonable attorney fees and costs related to my failure to obtain approval or to properly complete the improvement regardless of whether my request or application is later approved.
7. The Association may request additional information related to my improvement prior to approving this request and/or prior to completion of the improvement and I will immediately comply with any such request(s) within 5 business days. Failure to comply shall result in the withdrawal of Board approval, if previously granted, and waiver of any time limits imposed upon the Association.
8. If the improvement as built or completed does not conform to the improvement as approved by the Board, upon written request of the Board, I will at my own expense and cost, promptly restore the property to substantially the same condition as existed prior to commencement of the improvement.
9. Ultimately, the Board of Directors shall be the sole judge of whether such criteria are satisfied and give their recommendation on approval, conditional approval, tabling or disapproval of the proposed project.

10. CONTRACTOR CHOICE: Acquilus II Condominium Association takes no position regarding the choice of contractors nor makes any recommendation regarding the types or brands of materials. Unit owners make improvements to their Units at their own risk and expense. Contractors who create nuisances or fail to maintain neat construction sites may be banned by the Board of Directors from doing business within the confines of Acquilus II Condominium property, including individual units, and/or may be subject to other conditions.

11. OWNERS RESPONSIBILITY/INDEMNITY: The Owner who causes an improvement to be made, regardless of whether the improvement is approved by the Board of Directors, shall be responsible for the construction work and any claims, damages, losses, or liabilities arising out of the improvements. The Owner, and not the Association, is responsible for ensuring any improvement complies with any restriction, guideline or requirement imposed by any governmental authority having jurisdiction over any portion of the Property. The Owner shall hold harmless, indemnify, and defend the Association, and its officers, directors and committee members, from and against any expenses, claims, damages, losses or other liabilities, including without limitation attorney’s fees and costs of litigation, arising out of (1) any improvement which violates any governmental law, codes, ordinances, or regulations, (2) the adequacy of the specifications or standards for construction of the improvements and (3) the construction of the improvements.

Date

Signature of Owner

GUIDELINES

The following architectural guidelines and procedures are established pursuant to the Declaration of Covenants, Rules and Regulations, By-Laws and Articles of Incorporation of Acquilus II Condominium Association, Inc. and provide a framework within which the Board of Directors can make its decisions. The role of the Board is to assure the building exterior and the exterior views of the Units, as well as the Unit interiors, meet certain standards and guidelines. Well thought out and consistently enforced architectural requirements and rules help maintain uniformity, which in turn helps support the highest market values of our condominium units.

The Guidelines have been created to maintain as well as enhance the value and appearance of Acquilus II. They are intended to encourage architecturally attractive improvements and consistent appearance. Another purpose is to ensure interior modifications or improvements do not jeopardize the safety or soundness of the building or impair any of the easements established or reserved by the Declaration. Most importantly, they serve to protect the Association and Unit Owners from undue liability arising out of the improvements or in connection with any construction activity. When making improvements or material replacements, Unit Owners must conform to these guidelines.

All requests for modifications or improvements, replacement materials and interior renovations, modifications, improvements or additions are reviewed by the Board on an individual basis utilizing these guidelines based on the original design intent and overall aesthetics including any prior Board of Directors approvals. The Architectural Review Board must also look at the improvement's effect on common areas and/or other units, and whether the improvement could cause leaks, unacceptable increases in noises, heat, limit ingress or egress, or create other problems.

RESTRICTIONS ON IMPROVEMENTS

1. No enclosure, window, exterior door, antenna or other type of sending or receiving apparatus, sign, display, exterior decoration or color change, shrubbery, material topographical or landscape change, or any other exterior improvements to a Unit, Limited Common Elements or Common Elements, whether temporary or permanent, structural, aesthetic or otherwise (collectively referred to as "improvements") shall be commenced, erected or maintained.
2. All requests for interior modifications and improvements must include specifications showing the nature, dimensions, materials, and locations of the improvements and must be approved in writing by the Board of Directors.
3. Improvements shall not encroach upon another Unit or the Common Elements.

INTERIOR RENOVATIONS

Unit renovation includes but is not limited to flooring replacement, kitchen and bathroom cabinetry removal and replacement, door replacement, plumbing and or electrical work, HVAC reconfiguration, drywall removal & reinstallation, fire sprinkler or fire alarm alterations, ceiling removal and reinstallation, interior wall removal.

Unit renovations for kitchens and or bathrooms include but are not limited to removal of cabinetry, counter tops, total kitchen appliance replacements, kitchen soffit, bathroom fixtures (toilets, shower or tub removal and replacement), lighting, electrical re-wiring.

1. FLOORING. Removal of existing flooring whether carpet, laminate, tile or wood flooring and then replacement with new materials whether carpet, laminate, tile or wood flooring.

SOUND PROOFING: Specific soundproofing requirements are as follows for all removal and replacement of flooring. PROFLEX® MSC (or a system with equal or greater IIC & STC ratings) is required for all flooring renovations.

PROFLEX® MSC is a 90-mil composite underlayment consisting of a rubberized membrane laminated to a high strength reinforcing fabric on the face and a release sheet on the adhesive side. Please contact the Property Manager for more detailed specifications prior to hiring a contractor. Florida Building Code does not require soundproofing on the ground floor unit, hence no soundproofing will be required on the ground floor, but it is highly recommended for the comfort of inhabitants since the garage drive-through is below. Units on all other floors must use sound proofing.

3. BALCONIES. Unit owners shall not alter the exterior of the building. Changes to balcony lighting must be sea turtle friendly and meet ARB approval.

4. PLUMBING. A certified and Florida licensed Plumber must submit construction plans detailing the plumbing to be addressed. Should the Improvement affect the Common Area plumbing, the Association shall have the option to contract with the Plumbing Contractor of choice at the Unit Owner's expense for a second opinion of the effects of the Improvement on the Common Elements of the Association. If existing main sanitary drain lines are exposed during the renovation, the Property Manager must inspect these drain lines before the walls are closed.

HURRICANE SHUTTERS

Acquilus II encourages owners to install hurricane protective materials to help protect the owner's unit, adjoining owners' units, and the rest of the building. Unit owners wishing to install such systems do so at their own risk and expense. The installation of all hurricane protection systems henceforth will be in conformity to the specifications outlined below and be compliant with current local government wind load and building codes. Any Unit Owner wishing to install hurricane protection products shall apply to the Association in writing and receive written approval from the Board of Directors prior to installation.

1. DEFINITION "Storm Shutters" or "Hurricane Protection" products shall mean any device, installation, equipment or appliance permanently or temporarily attached in any manner to any portion of the building, so as to be visible from the exterior of the building, the main purpose of which is to protect against storm damage, wind damage, or wind driven rain and/or projectiles.

2. TECHNICAL SPECIFICATIONS The materials, equipment, installation and construction used shall conform in all respects with the requirements of construction established by state and local building codes with regard to hurricane wind loads and structural performance. Impact resistance of materials must meet all Florida Building Codes, as amended from time to time. All products must be shown to have been tested and approved to meet Code requirements. Only those systems that meet the minimum materials, attachments and aesthetic considerations described herein, may be permitted or approved.

TERMS AND CONDITIONS FOR APPROVAL SPECIFIC TO HURRICANE PROTECTION

1. All costs in conjunction with the installation of hurricane protection are the responsibility of the Unit Owner. The Unit Owner is responsible for obtaining all necessary building permits, insurance requirements and confirming contractor has adhered to all building codes. The Unit Owner is responsible for any damage to the common elements or other property caused during the installation of hurricane protection.

2. The Unit Owner is responsible for restoring the project area to its original condition and appearance when, and if, the hurricane protection is removed.

3. The Unit Owner must install and maintain the safety and appearance of the hurricane protection. The Association may, as permitted by the Declaration of Covenants and Restrictions of Acquilus II

Condominium Association, have the right to repair or maintain the system at the owner's expense upon the Unit Owner's failure to do so.

4. The Unit Owner must uphold their obligations under these terms and conditions or as specified by the Architectural Review Board or Board of Directors written approval. Should the Owner fail to uphold their obligations, then Owners or their successors in title agree to allow the Association access to the unit for maintenance, repair or restoration and pay the cost of work including attorney fees should the Association be required to bring into action to enforce provisions of this document.

5. If hurricane shutters are being installed to replace existing shutters, Board review and approval is still required.

Contractor Work Approval Form

ONE FORM PER INDIVIDUAL CONTRACTOR MUST BE COMPLETED

HOMEOWNER INFORMATION

Owner(s) Name: _____ Unit: _____

Email: _____ Phone: _____

CONTRACTOR INFORMATION

Company Name _____ Contact Person: _____

Email: _____ Phone: _____

Address: _____ City, State, Zip: _____

Planned Start Date: _____ Estimated Completion Date: _____

Contractor understands that the Unit Owner agrees to pay an initial refundable deposit with the ARB form. This fee will be returned providing all conditions are satisfactorily met and with the Association's approval of the work performed. Contractor understands that additional fees will be assessed if any damage caused by work or workers is greater than the initial deposit or any of the following conditions are not upheld. Contractors and all workers further agree to abide by the Rules as set forth in the ARB Approval for all modifications or improvements and specifically including, but not limited to the following:

1. Construction and contractor hours are **Monday – Friday from 8:00 AM - 5:00 PM only. No work is allowed on Saturdays, Sundays, or holidays.**
2. All contractor and service vehicles must be parked outside of gates unless unfeasible and approved by the Acquilus II Property Manager in advance.
3. Any damage, destruction or defacement to the elevators or any part of the buildings will not be tolerated. Elevator pads and floor protection must be in place while work is on-going. **A twenty-four (24) hour notice to the Manager is required for pad installation. To schedule, contact the Property Manager, Matthew Krucker, at 904-234-6038.**
4. Use of the Association dumpster or trash chute is **strictly prohibited**. All construction and repair trash must be removed **daily** from the premises including any boxes, packing material, appliances, furniture, or residual material.
5. On-site cleaning of tools and equipment including cleaning of paint brushes, rollers and wash buckets is **prohibited**. Tool and equipment cleaning must be performed off site.
6. Exterior walkways, elevators, and parking lots may not be blocked and affected areas must be cleaned **daily** and be free of dirt, dust or debris prior to leaving the job.

7. The storage or placing of construction materials on common area property or any area that is visible from the road at any time is **strictly prohibited**, unless prior consent has been given and arrangements have been made by the Property Manager.

8. The Contractor acknowledges that the Property Manager has the right to stop all workers should they perform outside the improvements or alterations as Approved by the Board of Directors or exhibit inappropriate behavior as determined by the Property Manager or Board of Directors.

9. Failure to abide by the above regulatory regulations may result in the following:

- A. **Full or partial forfeiture of deposit.**
- B. **Additional charges for all repair work & clean up to the common areas incurred by the association due to damage caused by contractor or workers.**
- C. **Removal of your privileges to work on the premises of Acquilus II Condominiums.**

Contact Number

Print Name

Date

Signature of Contractor

Return to: Matthew Krucker, Acquilus II Condominium Association, Inc.
1201 1st Street N, #205, Jacksonville Beach, FL 32250
Email: mkrucker@acquilus2.com Phone: 904-234-6038