



VALENCIA LAKES AT ORANGETREE HOMEOWNERS' ASSOCIATION, INC.

2700 Orange Grove Trail | Naples, FL 34120 | 239-268-0050

ARCHITECTURAL REVIEW COMMITTEE MODIFICATION APPLICATION

Unit Owner Name(s): _____

Address: _____ Lot No.: _____

Contact Telephone No.: _____ Email Address: _____

Application, documentation, and fees, if any, are to be submitted to the Association at the address indicated above.

Modification to be completed by: _____ Homeowner or _____ Licensed Contractor

Describe in detail the changes and/or modifications in which you are seeking approval:

Please complete and sign this form and attach the following information, if applicable.

1. **Please review the ARC Regulations PRIOR to commencing any work to the home or property.**
2. *Fees/deposits may be required by the Association depending on the project.*
3. Copy of contractor proposal and sketch of work to be done.
4. Copy of contractor's occupational license.
5. Copy of contractor's liability and/or occupational insurance certificate naming '**Valencia Lakes at Orangetree Homeowners' Association, Inc. (at the above referenced address)** as the **Certificate Holder and as Additional Insured** and a copy of Workman's Compensation Insurance Certificate.
6. Copies of all Permit Application(s) and sign off when completed - for all applicable modifications.

Materials you may need to provide to the Association for the approval of the requested changes or modifications.

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 unit's exterior.
3. Any other materials or information that may assist in the Association's evaluation of the project.
4. Copy of lot site survey indicating location of changes or modifications.

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

1. Cause a nuisance or interference with the peace or privacy of the other people in the community.
2. Be performed by unlicensed contractors or without the required permits from all governmental agencies.
3. Contractors are permitted to work Monday through Friday. Work on Saturday is permitted if no noise is audible beyond the home/property where the work is being performed. Work may NOT commence prior to 8:00 a.m. or after 5:00 p.m. Monday through Saturday. Contractors may not work on Sunday or public holidays.

As a condition precedent to granting approval of any request for a change, alteration, or addition to an existing basic structure that the applicant, the heirs, and assigns thereto, hereby assume sole responsibility for the repair, maintenance, or replacement of any such change, alteration, or addition. It is understood and agreed that the ASSOCIATION, is not required to take any action to repair, replace, or maintain any such approved change, alteration, or addition or any damage resulting therefrom for any reason to the existing original structure, or any other property. THE UNIT OWNER ASSUMES ALL RESPONSIBILITY AND COSTS FOR ANY ADDITION OR CHANGE, AND ITS FUTURE UPKEEP PLUS ANY WORK THAT HAS TO BE DONE ON COMMON GROUNDS THAT IS AN ADDED EXPENSE BECAUSE OF THIS ADDITION OR CHANGE.

Unit Owner(s) Signature: _____

Date: _____

REQUEST FOR MODIFICATION:

_____ Approved

_____ Conditionally Approved

_____ Disapproved

Comments: _____

Authorized Signature: _____

Date: _____

RE: CODES

Please be advised this Request for Modification approval is subject to County Codes, setbacks, and permit conditions required.

If at a later point it is found the homeowner(s) has not complied with these procedures, **the Homeowner(s), will be held responsible** for any and all changes that would be required.

Unit Owner Signature: _____ Date: _____

Unit Owner Signature: _____ Date: _____

WAIVER OF LIABILITY:

The undersigned hereby agrees any, and all liability caused by arising from any acts which may increase the hazard of susceptibility to loss on the described premises shall not be held against the ASSOCIATION, "as their interest may appear", and they shall be held harmless from any liability arising therefrom and indemnify them for all losses, cost, expenses, and attorney's fees in connection with any such addition to their unit.

Unit Owner Signature: _____

Date: _____

Unit Owner Signature: _____

Date: _____