

**Valencia Bonita Homeowners Association, Inc.**

**RECEIVED:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**APPLICATION FOR ARCHITECTURAL REVIEW  
MINI SPLIT**

**Please Note:** There is a refundable security deposit of **\$100** required for this project. Make check payable to: Valencia Bonita HOA. **Emailed applications are not accepted.** Completed applications with check(s) and wet signatures must be hand-delivered or mailed to: Clubhouse Valencia Bonita HOA, 16621 Valencia Bonita Blvd. Bonita Springs, FL 34135.

**Owner Name:** \_\_\_\_\_

**Local Address:** \_\_\_\_\_ **Lot #** \_\_\_\_\_

**Email Address:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Alternate Address:** \_\_\_\_\_

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**The ARC has 45 days from receipt of the application to complete the preliminary review**

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If you or a contractor working for you plan to dig anywhere on your lot for any reason, you or the contractor must first call the underground utility locate company (Sunshine811 – 811 or sunshine811.com ) to have them locate and mark all the underground utilities near the location of the proposed digging to ensure that everyone is aware of any gas and other utility lines that may be located in the area where the digging will take place.

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**ALL APPLICATIONS MUST BE SUBMITTED BY THE HOMEOWNER  
EMAILED/ELECTRONIC SUBMISSIONS ARE NOT ACCEPTED**

If you have any questions regarding this application please email:  
[ARC@valenciabonitahoa.org](mailto:ARC@valenciabonitahoa.org)

# Valencia Bonita Homeowners Association, Inc.

## ARCHITECTURAL REVIEW CHECKLIST

### MINI SPLIT

This checklist must be completed by the Owner and their contractor, and submitted to the Architectural Review Committee ("Committee") for review and approval.

#### ALL ITEMS BELOW APPLY TO THIS APPLICATION

- a. Inverter-type mini split systems only. Window, casement, or spot-cooler A/C systems are not permitted.
- b. One (1) complete set of all plans, specifications, drawings and other supporting documents for the planned Improvement prepared by an architect, landscape architect, engineer or other person determined by the Committee to be qualified.
- c. Lot survey showing the location of the outdoor section of the mini split and pad in relation to the Home and Lot boundaries, clearly marked and drawn to scale. No equipment will be permitted to be installed in any portion of the front yard.
- d. Location of all existing pool, generator, and air conditioning equipment for the Lot and adjacent lots is shown, and meets property line setbacks. All portions of a Mini split System including the supporting pad must be located no closer than 1'-6" from the side property line so that adequate side yard drainage can be maintained. The use of engineered, pre-cast concrete pads is strongly recommended in lieu of poured concrete pads. In the event a poured pad is used the homeowner MUST notify the ARC to inspect the forms prior to the concrete being poured. The Mini split System must also meet City and State Building Code pad location not to extend more than 42". If the proposed equipment utilizes a 1' minimum setback it must also be separated by more than 10' (front to rear) from the existing mechanical equipment on the lot or an adjacent lot.
- e. If affixed to the exterior of the home via mounting brackets, the unit must be securely attached to the bracketry and the top of the unit must be at least 12" below any overhang and the unit must be concealed per item h.
- f. Electric building permits are required per municipal code for mini splits. Final ARC approval is contingent on final inspections
- g. Copies of contractor/subcontractor's license and insurance certificates to include general liability (minimum of 1 million dollars), workers compensation or State of Florida workers compensation exemption. Liability certificate must list the Valencia Bonita Homeowners Association, Inc. 16621 Valencia Bonita Blvd. Bonita Springs, FL 34135 as an "Additional Insured".
- h. Landscape Plans. Mini split outdoor sections must be shielded from view from the front on all lots and from the rear on lake lots. This may require the planting of trees large enough to conceal units that are mounted on walls.
- i. Any piping, ducting, conduit, or any other material affixed to the home must be painted the body color of the home.
- j. A refundable security deposit check in the amount of \$100 to cover the costs of any incidental damage caused to Association Property, an adjacent Home or Lot, or any other Lot, or any other property by virtue of Owner's construction or installation of the Improvement(s). The security deposit, less any damages caused by the construction or installation of the Improvement(s), will be returned after the final inspection from the ARC following the installation or construction of the Improvement.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Owner

# Valencia Bonita Homeowners Association, Inc.

## OWNER'S AFFIDAVIT

I have read, understand, and agree to abide by the Declaration of Covenants, Restrictions and Easements for the Association. In return for approval, I agree to be responsible for the following:

1. Allowing reasonable access to the Lot by the ARC and its Committee Members to conduct site visits as part of the review process, and on-going construction observations.
2. All losses or damage caused to others, including common areas, as a result of this Improvement, whether caused by Owner or others;
3. To comply with all applicable governmental laws, statutes, ordinances, codes, rules and regulations;
4. To correct any encroachment(s) caused by the Improvement;
5. To comply with the conditions of approval required by the ARC for the Improvement (if any);
6. To complete the Improvement in accordance with the approved plans. If the Improvement is not completed as approved, said approval will be revoked and the addition or modification shall be removed by the Owner at the Owner's expense.
7. If requested a copy of the Owners building permit will be provided prior to the commencement of the improvement, and a copy of the final City of Bonita Springs Building Department Certificate of Completion inspections will be required for pools and screen cages.
8. Owner further acknowledges that the existing drainage swales have been designed and established between homes (side yard) to provide positive drainage away from Home and convey storm water off the lots. The Association and/or Declarant shall not be responsible for any impact that proposed Improvement may have on drainage. The Owner shall be responsible for all associated costs to correct drainage problems caused by the Improvement including re-grading, re-sodding and as-built surveys.
9. Costs associated with irrigation modifications as a result of this Improvement shall be at the Owner's expense.
10. Owner acknowledges they are responsible for any damage and repairs to the irrigation main and valves located in adjacent lake and open space tracts that is caused by their Improvement.
11. Providing contractors and material suppliers access to construction areas only through Owner's property or adjacent property if the neighbor has consented to the access through their property in writing.
12. Ensuring that all areas affected by construction of the Improvement (i.e., landscaping, irrigation, common areas, etc.) are restored to their original condition. Owner will be notified of any damage or deficiencies in writing and will be required to correct any damages. Failing that, the Owner is responsible for all costs necessary for the Association to properly restore the affected area(s).
13. Valencia Bonita Homeowners Association's Board, the ARC members or their representative and the Property Management Company shall not be held responsible for any damage to landscaping, irrigation or other property caused or incurred by Owner or Owner's vendors/contractors pertaining to any work related to the Improvement.

I acknowledge that the ARC review and approval or disapproval of plans submitted to it for any proposed Improvement shall be based solely on considerations of the overall benefit or detriment to the Community as a whole. I also understand that the Committee does not review or assume responsibility for the structural adequacy, capacity, safety or compliance with any applicable law, rule, regulation, code or ordinance of the proposed Improvement; or for performance, workmanship, quality of work, or schedule of any contractor.

I agree to abide by the decision of the ARC. If the Improvement is not completed as approved, within the specifications submitted in this application, and I refuse to correct or remove the Improvement, I may be subject to legal action by the Association. In such event, I shall be responsible for the Associations' reasonable attorneys' fees.

**I affirm that the garage space in my home will not be utilized as finished living space.**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Owner

**Valencia Bonita Homeowners Association, Inc.**

**Architectural Review Committee  
Approval Worksheet**

**Lot # \_\_\_\_\_**

**Preliminary Approval by the ARC:** \_\_\_\_\_

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**Preliminary Approval by the ARC subject to:** \_\_\_\_\_

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**Preliminary Deferral, due to the following missing information** \_\_\_\_\_

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**Denied, not approved by the ARC for the following reason(s):** \_\_\_\_\_

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\_\_\_\_\_

**Preliminary Review**

Signature of Committee Member: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Committee Member: \_\_\_\_\_ Date: \_\_\_\_\_

**Final Site Review**

Signature of Committee Member: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Committee Member: \_\_\_\_\_ Date: \_\_\_\_\_