

# VALENCIA TRAILS

## Valencia Trails Homeowners Association, Inc.

### APPLICATION FOR ARCHITECTURAL REVIEW

**Please Note:** There is a \$50.00 non-refundable processing fee for all applications. The application will not be processed if the fee is not included with the application. Make check payable to: Valencia Trails HOA. A separate refundable security deposit (see page 2). Deposit checks must be made payable to Valencia Trails HOA. All Homeowners are required to collect a FULL Application (Please Read Application CAREFULLY) and NO emailed applications will be accepted. Send By MAIL or HAND DELIVERY.

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

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

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

Local Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

**Brief Description of Improvement:** In the space below or on an attached page, describe the proposed alteration, improvement, addition or other change to the exterior of the Home or Lot ("the Improvement"). If the Improvement includes installation of a pool, room addition, patio extension or any major landscaping modification that requires the use of construction equipment that could result in damages to existing landscaping, irrigation systems, drainage swales, lake banks, sidewalks, or curbs, please refer to Attachments "A", "B" and "C", as applicable, for additional requirements.

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\_\_\_\_\_ The work will be performed by a contractor.

\_\_\_\_\_ The work will be performed by Owner.

If you have any questions regarding this application, please contact:

Lori Nixon, LCAM, CFCAM, Property Manager

[lnixon@grsmgt.com](mailto:lnixon@grsmgt.com)

239-359-6950

Please return the application to the Property Manager's Office

located at: 11880 Majestic Trails Blvd., Naples, FL 34120


Emailed applications will not be accepted

# Valencia Trails Homeowners Association, Inc.

## ARCHITECTURAL REVIEW CHECKLIST

This checklist should be completed by the Owner and their contractor and reviewed by the Property Manager before the Architectural Review Application is submitted to the Architectural Control Committee ("Committee") for review and approval. **Please READ ENTIRE APPLICATION before submitting!**

### PLEASE CHECK ALL ITEMS BELOW THAT APPLY TO THIS APPLICATION:

1. \_\_\_\_\_ 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.
2. \_\_\_\_\_ Lot survey showing the location of the Improvement in relation to the Home and Lot boundaries, clearly marked and drawn to scale. **Upon completion of pool, pool cage, generator, mini split and patio improvements an "as-built" survey showing the completed ground elevations of the rear yard and side yard drainage swale at the property lines will be required to receive Committee approval of the final inspection.**
3. \_\_\_\_\_ Paint color chip or sample.
4. \_\_\_\_\_ Landscape Plans.
5. \_\_\_\_\_ Drainage Plan.
6. \_\_\_\_\_ Copy of contractor/subcontractor's license and insurance certificate to include general liability (minimum of 1 million dollars), workers compensation or State of Florida workers compensation exemption, and automobile liability limits. Liability certificate must list the Valencia Trails Homeowners Association, Inc. as an "Additional Insured" or "Certificate Holder".
7. \_\_\_\_\_ Owner(s) have signed and initialed the application and all required affidavits.
8. \_\_\_\_\_ **A Security Deposit (check) of \$5,000.00 for pools, large additions, and screen enclosures, or \$1,000 for generators, fences, landscaping and other projects must be made payable to VALENCIA TRAILS HOA to cover the costs of any incidental damage caused to Association Property, an adjacent Home or Lot, or any improvement(s). This security deposit is required at the Association's sole discretion for improvements such as patio extensions, pools, room additions, generators or major landscaping. The security deposit, less any damages caused by the construction or installation of the improvement(s), will be returned after the final inspection following the installation or construction of the improvement(s).**
9. \_\_\_\_\_ Owner has title to the property (has closed). **Application will not be reviewed or received until Owner has obtained title to the Lot and Home.**
10. \_\_\_\_\_ A contract with Down to Earth for irrigation changes is attached for any modification to the irrigation system. Down to Earth must be contacted by submitting a work order. Scan this QR Code and complete work order.  

11. \_\_\_\_\_ Fence locations are highlighted on the site plan or lot survey.
12. \_\_\_\_\_ Satellite dish location is identified.
13. \_\_\_\_\_ **All hurricane shutters are clearly identified on the home floor plan.**
14. \_\_\_\_\_ Construction access and material storage area is clearly identified on the Lot Survey or site plan.
15. \_\_\_\_\_ **Drainage swales and easements (in front, rear, or sides of the home) are identified on the Lot survey or site plan and will not be impacted by the proposed Improvement.**
16. \_\_\_\_\_ **Location of the pool drain overflow is clearly identified and located on the side of the pool deck at a minimum of 15' from the rear corner directed to flow from the street**
17. \_\_\_\_\_ **Location of pool, air conditioning, and generator equipment will be shown for the Lot and adjacent Lot, meets property line setbacks.**

## Valencia Trails Homeowners Association, Inc.

### Notes:

- The Committee has forty-five (45) days from receipt of the application to complete the review.
- Pool projects must include the photos described in Attachment "A" for the application to be considered.
- Pool projects must include a signed Pool Construction Acknowledgement Form with neighbors signature.
- If the application is submitted without the required documentation, plans, and exhibits it will be returned to the Owner to complete and re-submit.
- Pool projects MUST show the equipment pipe layout, including a drawing of the pad and where the pipes will be located in relation to the pool pad. Remember, pipes MUST BE to the front of the pad or the back of the pad, NOT Parallel to the side of the home (They may not infringe the side yard where a lawn mower could hit them). Pool overflow drain must be located on the side of the pool deck at a MINIMUM OF 15' from the rear corner directed to flow toward the street.
- Owner must sign and initial all forms, attach any required certificates, lot survey, plans and any other exhibits for the Improvement that may be required, and hand deliver or mail the completed application with check(s) to:
- **Mail or Hand Deliver to: (Emailed applications will not be accepted):**

Valencia Trails HOA  
C/O GRS Community Management, Inc.  
11880 Majestic Trails Blvd  
Naples, FL 34120

# Valencia Trails 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:

- a. Allowing reasonable access to the Lot by the Property Management Company and Committee Members or their designees to conduct site visits as part of the review process, and on-going construction observations.
- b. All losses or damage caused to others, including common areas, as a result of this improvement, whether caused by Owner or others.
- c. To comply with all applicable governmental laws, statutes, ordinances, codes, rules and regulations.
- d. To correct any encroachment(s) caused by the improvement.
- e. To comply with the conditions of approval required by the Association for the Improvement (if any).
- f. 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.
- g. 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.
- h. The costs associated with irrigation modifications, as a result of this improvement. The Owner must notify Down to Earth irrigation by submitting a work order by scanning the QR Code to make modifications to any irrigation system prior to work being initiated. All required modifications shall be at the Owner's expense.



- i. Owner acknowledges that 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.
- j. Owner acknowledges that removal and replanting of trees or shrubs voids any warranty that may exist.
- k. Assuming maintenance responsibility for any new landscaping installed. HOA will not maintain aftermarket landscaping.
- l. Providing contractors and material suppliers access to construction areas only through Owner's property.
- m. 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).

I acknowledge that the Architectural Control Committee's (the "Committee") 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 Committee or Association. 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.

\_\_\_\_\_  
Date

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

**Valencia Trails Homeowners Association, Inc.**

**COMMITTEE REVIEW**

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

Approved by the Architectural Control Committee: \_\_\_\_\_  
\_\_\_\_\_

Approved, subject to the following conditions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Deferred, due to the following missing information: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Denied, not approved for the following reason: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

# Valencia Trails Homeowners Association, Inc.

## ARCHITECTURAL REVIEW – DISCLAIMER / RELEASE

Valencia Trails Homeowners Association's Board, the Committee 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.

If requested, a copy of the Owner's building permit will be provided to the Property Management Company prior commencement of the Improvement. If requested, a copy of the final Building Department Inspection approval will be provided upon completion of the Improvement.

At any time, the Committee, the Association and/or the Property Management Company may ask for copies of any plans or documents pertaining to the Improvement, have the right observe on-going work, and if necessary to demand that said Improvement be removed immediately at Owner's expense if said improvement is inconsistent with the approval by the Committee, Association, and/or the Property Management Company.

\_\_\_\_\_  
Name (please print)

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

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

# Valencia Trails Homeowners Association, Inc.

## GENERAL SUBMITTAL GUIDELINES

To expedite review of this application, please submit the information listed below for the specific category. Every Improvement is unique so these items may not be inclusive, and the Architectural Control Committee ("Committee") reserves the right to request additional information. All plans must clearly depict the proposed Improvement and its relationship to the Home and Lot (i.e.: fences, pools, screened cages, pool equipment, patios, additions, etc.), and shall be drawn at an appropriate scale.

### 1. Fences

- Lot survey indicating the location of the fence with respect to the property lines and existing improvements within the Lot.
- Type of fence including materials, height, drawings, color, finish and decorative style. (Fences must be a 4' high bronze aluminum rail.
- Location and swing direction of any gates.
- Proposed landscaping plan surrounding the proposed fence (if required, see 7 below).

### 2. Painting

- Identify proposed colors, including paint manufacturer, color name and color number.
- Provide paint color samples.
- Elevation view of structure showing areas to be painted (elevation survey) specifying the location(s) of each paint color - i.e., stucco color x, trim bands color y, door color z, etc.

### 3. Driveways and Concrete Patio Extensions

- Lot survey indicating location of proposed extension drawn to scale on the survey.
- Type of materials (driveways must be brick pavers).
- Color and paver pattern information, preferably samples.
- Landscape plan showing impact to existing landscape and any proposed replacement plantings.
- Items on Attachment "A" are required.

### 4. Screen Enclosures

- Lot survey depicting location of proposed screen enclosure.
- Description of proposed type of screen enclosures.
- Plans and specifications provided by the contractor indicating dimensions, height, screen roof type (i.e., mansard, gable or flat), location(s) of screen door(s) and accessories (i.e., kick plates).
- Plan and elevation views of screen enclosure.
- Identify colors including, as appropriate, colors for screening, aluminum framing, kick plates and glass. (All aluminum must be bronze in color.)
- Landscape plan showing impact to existing landscape and any proposed replacement plantings.
- Concrete slab or footer is required, along with the items on Attachment "A."

### 5. Pool and Pool Additions (including spas)

- Lot Survey depicting location of proposed pool, deck, pool equipment's on Lot, and the mechanical equipment on the adjacent lot. (Note the property line setback referenced in Attachment B.)
- Architectural rendering of the pool and deck.
- Plans for fencing or screening (see Items 1 and 4 above).
- Identify pool deck type, color, and pattern, preferably samples.
- Identify coping material and color, preferably samples.
- Landscape Plans showing impact to existing landscape and any proposed replacement plantings. Plan shall also include shrubs to conceal pool equipment from the road and any lake.
- Items on Attachments "A" & "B" are required.

### 6. Room Additions

- Lot survey depicting location of proposed addition on the Lot.
- Architectural drawings including plan and elevation views of the proposed room addition.
- Identify exterior paint colors including paint manufacturer, color name and color number.
- Provide roof color verification, preferably with sample. Roof material and color must match existing Home.
- Landscape Plan showing impact to existing landscape and any proposed replacement plantings.
- Items on Attachment "A" are required.

### 7. Landscaping

- A Lot survey depicting location of existing plantings with respect to property lines and existing improvements.
- Scaled landscape plan illustrating placement of proposed trees, shrubs, and groundcover.
- Description of proposed landscaping material (trees and shrubs) including plant type, height and quality of planting materials.
- Some landscape additions that are major in scope may require items on Attachment "A."

## Valencia Trails Homeowners Association, Inc.

### 8. Hurricane Shutters and Satellite Dishes

- Shutters require description of type of shutters and color. (Brochure is helpful if available).
- Permanently installed hurricane shutters may not stay up year-round. Accordion or roll down style shutters may not stay closed or down. No hurricane shutters shall cover window or door openings except during periods of hurricane watch or a hurricane warning that impacts the community
- Satellite dishes require details regarding size, color, type and location where dish will be mounted.
- Identify the proposed satellite dish location on the Lot Survey or site plan. (Satellite dishes cannot be located on the front elevation of home.)

### 9. Generators

- Lot survey depicting location of proposed generator on the Lot and the mechanical equipment on the adjacent lot. (Note the property line setback referenced in Attachment "C").
- Landscape plans showing impact to existing landscape and any proposed replacement plantings. Plan shall also include shrubs to conceal above ground equipment from the adjacent lot(s), road and any lake.
- Plantings are prohibited on the swale side of the generator pad unless it is a pie shaped lot.
- Items on Attachment "C" are required.

**COMMITTEE APPROVAL:** If the Committee approves the application, the Owner is authorized to contact the Contractor and begin work immediately.

**COMMITTEE DENIAL:** If the Committee does not approve the application, the reason for denial will be stipulated in a letter. If additional information is needed, the Owner will be allowed to resubmit with all the required information. No work shall commence unless and until the Committee has provided its written approval for the Improvement.

Owners are responsible for obtaining all necessary permits and approvals from the appropriate Building Department(s) and governmental agencies, as applicable.

*Note: Any Architectural renderings submitted to the Committee will not be returned to the applicant.*



# Valencia Trails Homeowners Association, Inc.

## ATTACHMENT "A"

### POOLS, PATIO EXTENSIONS, ROOM ADDITIONS & LANDSCAPING REQUIREMENTS

1. The following two checks must be submitted with the application:
  - A. Non-refundable Application Fee of \$50.00 made payable to Valencia Trails HOA.
  - B. Refundable Security Deposit in the amount of \$5,000.00 made payable to Valencia Trails Homeowners Association. (landscape projects only require a \$1000.00 refundable security deposit, at the Committee's discretion).
2. Owner should not make final payment to their contractor until the Security Deposit is returned after the Committee's final inspection is approved.
3. Please contact Property Manager and provide as built survey when the improvement is complete to schedule the Committee's final inspection.
4. The Security Deposit will not be returned to the Owner until all conditions of the approval have been satisfied and the final inspection has been approved.
5. Generally, the following plans shall be required for most applications:
  - A. Lot Survey – Plan showing all requested structural and site changes (i.e., fence, pool, screen enclosure, pool equipment, patio, additions, etc.) drawn on the Lot at an appropriate scale.
  - B. Landscape Plan – Plan showing landscape to be removed and added, that must include species and size of proposed trees and shrubs with the location of placement. If applicable, existing adjacent side and rear yard landscape buffers must also be shown.
  - C. Drainage Plan – Plan showing any changes to the drainage patterns. For pools the drainage plan must show the location of overflow drain and pool equipment. If the pool equipment is located in the side yard, Owner shall demonstrate that drainage flow inside the yard swale will not be impacted, and the pool equipment meets the side setback requirements outlined in Item 18 of Attachment B.
  - D. As-Built Survey – Upon completion of pool, patio, generator, and room addition improvements, an "as-built" survey showing any changes from the approved plans and the completed ground elevations of the rear yard and side yard drainage swale at the property lines will be required to receive Committee approval of the final inspection. Rhodes and Rhodes can provide an as built survey, 239-405-8166.
6. Photos of the following areas must be included with the application:
  - A. Front of home including sidewalk, driveway areas, and landscaping.
  - B. Both sides of home (including adjacent yards, if affected) and all landscaping.
  - C. Rear of Home and Lot including landscaping and areas to be altered.
  - D. Lake easement area and lake bank.

**APPLICATION WILL NOT BE CONSIDERED WITHOUT THE PHOTOS DESCRIBED ABOVE.**

#### NOTE:

The refundable Security Deposit (\$5,000.00) will be returned to the Owner by the Property Management Company after approval of the Committee's final inspection is issued by a third-party engineer, following completion of the approved Improvement. Please allow a minimum of thirty (30) days after Security Deposit refund request has been requested to receive the refund.

# Valencia Trails Homeowners Association, Inc.

## ATTACHMENT B

### AFTER MARKET POOL REQUIREMENTS

1. Owners must receive Architectural Review approval prior to start of construction or their job will be shut down immediately via notice from the Property Manager or Association.
2. Owners must obtain signatures from neighbors when constructing a pool.
3. Owners and their contractors who do not build in accordance with the approved plans may be forced to remove the portions of the pool or screen enclosure that do not conform with the approved plans.
4. Owner and their pool contractor are responsible for obtaining all necessary permits and approvals from the appropriate Building Department(s) and governmental agencies, as applicable.
5. Access to areas of pool construction is only allowed through Owner's Lot, and Owner is responsible for repairing any damages done to adjacent Lots and common areas caused by the construction.
6. Owner's pool contractor is responsible for removal all dirt, rocks, concrete, debris and trash from the Community. All excavated fill (dirt) from the pool construction or any other improvement must be removed from the Community by the Owner's contractor the same day the pool is excavated, or the dirt generated. No dirt or debris can be left on the Lot, adjacent lots, street, swale, lake bank, preserve or any adjoining common area property during or after construction is complete.
7. There will be no signs displayed anywhere within the Community per the Declaration of Covenants, Conditions and Restrictions. Only permit boards will be allowed to be displayed, and they must be on the Lot in which the related work is being performed.
8. Repeat offenders of the architectural guidelines, misuse, damage to Association or Declarant property or any other violation or breach of contracts or Community guidelines may be excluded from working in the Community. The Association will have no liability to any person in accordance with Section 3, Article VIII of the Declaration.
9. A Certificate of Completion must be received from the Building Department prior to the Committee's final inspection and return of any refundable Security Deposits.
10. The irrigation zones (pipes) in the location of proposed pool must be cut and capped. Zone lines for the balance of the lot must remain functional during the pool construction. Contractor shall not tamper with the irrigation valve serving the subject and adjacent lots.
11. Silt fences must be installed at the rear and side yard property lines PRIOR to any construction.
12. No construction materials may be dumped or stored in the road right-of-way, lake bank or adjacent lot. All materials must be stored on the subject lot. For lake front lots, no material/dirt is allowed to be stored within the lake tract which includes the 20' lake maintenance easement.
13. Any damage to the road right-of-way must be repaired/restored to their original condition. This includes the asphalt, concrete sidewalks, curb, and sod within the road right-of-way.
14. All pool overflows must be plumbed on the sides of the pool (NOT the rear). Overflow shall be minimum 15' from the rear of the deck or screen enclosure and directed to the front (roadside) of the Lot.
15. Prior to sodding, the contractor shall have the side yard swales staked and graded to insure positive drainage per the original design plans for the Community. It is suggested that the Contractor or Owner contact the project surveyor, Rhodes & Rhodes Land Surveying, Inc. for staking, grading and as-built survey information. (239-405-8166)
16. Upon installation of sod, the contractor shall have the surveyor "as-built" the side yard swales. Grades shall be shot at 20-foot intervals along the side yard property lines from the front to rear of the property. Said as-built grades shall be submitted to the Property Manager for inspection and approval by the engineer for conformance with the original design plans, and to ensure the swales are properly graded to drain storm water away from the Home and in the appropriate direction.
17. If the pool deck is to be constructed near the rear property line, the existing grade at the rear property line must not be compromised and/or changed. If the pool deck grade is higher than the existing grade,

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a short retaining wall must be built at the grade transition.

18. Sod seams at tie-ins shall be cut-in to match the adjacent sod/grade.
19. Pool Equipment, including all piping, must be located within 52" from the exterior wall of the Home so that adequate side yard drainage can be maintained. Piping from the pump to underground must be located behind or in front of the equipment pad, not on the side. Remember, pipes MUST be to the front of the pad or to the back of the pad, Not parallel to the side of the home (They may not infringe the side yard where a lawnmower could hit them). The proposed pool equipment must also be separated by more than 10' (front to rear) from existing mechanical equipment on an adjacent lot. The addition of pool equipment on the side of a Home may require installation of roof gutters between homes to properly direct drainage consistent with the original design plans for the Community. At time of application for Architectural Review, a site plan and detailed Drainage Plan shall be submitted showing the location of all existing and proposed mechanical equipment on the Lot and adjacent lots with complete measurements to demonstrate compliance with this condition.
20. Landscape shrubs, minimum 36' high, shall be installed in front of and behind all pool equipment to screen it from the road and any lake. For pie-shaped and corner lots, landscape shrubs shall also be installed on the side of the pool equipment if it does not impact the side yard drainage swale.
21. Once the pool construction has been approved by the Building Department, upon request by Owner, a final inspection will be completed by the Association's professional engineer to ensure compliance with the approved applications and that all of the above have been addressed. If the Association's professional engineer notes a deficiency with any of the above, requiring an additional inspection, a fee of \$150 will be deducted from the Security Deposit for each additional inspection required. Any cost incurred by the Association to make necessary damage repairs not completed by the pool contractor will also be deducted from the Security Deposit. Once the Association has approved the final inspection, the Security Deposit will be returned to the Owner.
22. It is highly recommended that the final payment to the pool contractor is not made until all Building Department and Association inspections have been approved and the Owner's Security Deposit is returned.

**ALL OF THE ABOVE REQUIREMENTS MUST BE MET BEFORE ANY DEPOSITS WILL BE RETURNED**

**Valencia Trails Homeowners Association, Inc.**

**Pool Construction Neighbor Form**

Date:

To Whom It May Concern:

During the construction of a swimming pool at:

Owners Name:

Owners Lot #:

Neighbor's Name:

Nighbor's Lot #:

I \_\_\_\_\_, have notified my neighbor that I am constructing an after-market pool, and that construction access will be between my lot and the neighbor's home.

The owner assumes responsibility for any damage that may occur to the property during normal construction of the pool.

Owner's Signature \_\_\_\_\_

Neighbor's Signature \_\_\_\_\_

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## ATTACHMENT C PERMANENT

### GENERATOR GUIDELINES

Without limiting the generality of the criteria included in the Rules and Regulations of the Association and without curtailing the right of the Committee or the Board in rejecting certain requests or employing judgment in evaluating requests, the following guidelines shall be considered when evaluating requests for a permanent emergency generator and any underground propane storage tank and other appurtenances applicable to the permanent generator (collectively, a "Generator System"). Note that, even in the event of strict compliance with the following guidelines, prior approval from the Committee shall be required for each and every installation of a Generator System on a Lot:

1. **Location:** No above-ground portions of a Generator System shall be permitted to be installed within any portion of the front yard of a Lot. No portion of a Generator System shall encroach onto: (a) any Association Property, (b) any other Lot in the Community, (c) any easements benefiting or burdening the Lot including, without limitation, utility easements, drainage easements, lake maintenance easements, fence and hedge easements, wall and hedge easements, zero lot line maintenance and roof overhang and encroachment easements, or (d) drainage swales on the Lot. In addition to the foregoing, the locations of the various components of the Generator System shall otherwise comply with all Governmental Requirements. The location of the Generator System shall also comply with all applicable setback requirements.

All portions of a Generator 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 Generator System must also meet City and State Building Code location criteria which requires there be a minimum separation of 1'-6" between the generator and exterior of the building structure. The proposed above-ground equipment must also be separated by more than 10' (front to rear) from the existing mechanical equipment on an adjacent lot. The addition of mechanical equipment on the side of a Home may require installation of roof gutters between homes to properly direct drainage consistent with the original design plans for the Community. At time of application for Architectural Review, a site plan and detailed Drainage Plan shall be submitted showing the location of all mechanical equipment on the Lot and adjacent lots with complete measurements to demonstrate compliance with this condition.

In addition to the above, every effort shall be made to site generators at the furthest possible distance from the adjacent single-family dwelling unit's windows and/or doors, and all Generator Systems shall have user preselected exercise times limited between the hours of 11:00 AM - 5:00 PM.

2. **Applications Submittals:** All applications for Generator Systems shall include, in addition to other standard information: (a) the make, model, propane capacity and sound level ratings for all components of the Generator System, and (b) an indemnification and hold harmless agreement from the Owner(s) of the Lot in favor of the Association, the Committee and all other Owners. With the application for installation of a Generator System, the Owner shall be required to submit a Lot Survey to the Committee showing the location and placement of all components of the Generator System, including any underground propane storage tank. The Lot Survey shall depict (i) the location of all components of the Generator System including, without limitation, the storage tank and the distances from the Home on the Lot and the Home(s) adjacent to the Lot on the side(s) where the Generator System or any portion thereof is to be installed, (ii) the size and layout of the slab that the physical generator will be installed on, (iii) the location of all easements and applicable setbacks (referenced above) affecting the Lot to show that no portion of the Generator System encroaches thereon, and (iv) the location, size and species of any landscape shrubs to be installed to screen the above-ground portions of the Generator System as required below.
3. **Screening:** Generators shall at all times be screened from view of all adjacent Lot Owners and from the street and any lake. Screening may include the use of fences, walls or hedges, or a combination thereof, as determined by the Committee. Owner shall be required to submit a landscaping/screening plan to show proper screening of the Generator. Owner shall be responsible to maintain, repair and replace from time to time any fence, wall and/or hedges which may be approved as part of the screening

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requirements for the Generator System.

4. **Compliance with Governmental Requirements:** For any Generator System approved by the Committee, the Owner shall, at all times, be responsible to comply with all Governmental Requirements relating to the installation and use of the Generator System including, without limitation, applicable set-back requirements and maximum sound level restrictions. In that regard, all approvals for a Generator System shall require the Owner to obtain all necessary building permits and other approvals required by the Governmental Requirements. Regardless of an approval by the Committee, no Generator System may be installed or used without such building permits and approvals. No portion of an Owner's Security Deposit shall be returned to an Owner unless and until evidence satisfactory to the Committee of such compliance with Governmental Requirements has been delivered to the Committee.
5. **Underground Propane Tanks and Plumbing:** A licensed and insured LP gas contractor must be used to install any underground propane tank and any necessary plumbing.
6. **Maintenance:** All Generator Systems must be regularly and properly maintained, repaired and replaced, as applicable, by the Owner of the Lot on which such Generator System is installed.
7. **Required Removals:** For any Generator System, if approved, the Owner shall be responsible for the costs associated with any required removal, repair and/or replacement if the Generator System is erected on or adjacent to a lot line common with a Lot where the house is not yet under construction or, if under construction, not yet closed to the new Owner.
8. **Limitations:** Not all Lots in the Community may be able to have Generator System installed thereon due to, among other things, the Governmental Requirements, applicable set back requirements, location of easements and the configuration of the Lot. Accordingly, even if an application for a Generator System is approved by the Committee, there is no guarantee that a particular Lot will accommodate a Generator System thereon. Accordingly, each Owner shall be responsible to confirm that their Lot can accommodate a Generator System prior to making application to the Committee and/or applying for any necessary permits and approvals.
9. An as-built survey **MUST** be ordered and submitted after the generator project is completed to verify the generator has been placed in the proper location and is out of any swale or easement. Again, contact Rhodes and Rhodes Land Surveyors at (239) 405-8166.

**ALL OF THE ABOVE REQUIREMENTS MUST BE MET BEFORE ANY DEPOSITS WILL BE RETURN**

# Valencia Trails Homeowners Association, Inc.

## GENERATOR ACKNOWLEDGMENT, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

### THIS GENERATOR ACKNOWLEDGMENT, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

("Agreement") is made by the undersigned owner (individually or collectively, the "Owner"), in favor of VALENCIA TRAILS HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation (the "Association") and the "Indemnified Parties" (as hereinafter defined).

WHEREAS, Owner is the owner of the lot listed below in the community commonly known as Valencia Trails located in Collier County, Florida. Owner intends to submit an application to the Association for approval to install, use and maintain a permanent emergency generator and other appurtenances applicable thereto (collectively, a "Generator System") on the Lot.

WHEREAS, the Rules and Regulations of the Association require that any application for a Generator System submitted to the Association for approval shall include an indemnification and hold harmless agreement from the Owner in favor of Association, the Architectural Control Committee of the Association and all other owners of lots and homes within Valencia Trails (collectively, the "Indemnified Parties").

WHEREAS, as consideration for the Association agreeing to approve the installation, use and maintenance of the Generator System, Owner hereby agrees to indemnify and hold the Indemnified Parties harmless, all as more fully set forth in this Agreement.

NOW THEREFORE, for Ten Dollars (\$10.00), paid in hand, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Owner hereby acknowledges and agrees as follows:

1. **Acknowledgment.** Owner hereby acknowledges, understands and agrees that Owner has read the Rules and Regulations of the Association, including, without limitation, the terms, provisions and limitations relating to the Generator System. Owner further covenants and agrees that Owner and Owner's proposed Generator System will comply with the terms, provisions and limitations contained in the Association's Governing Documents (including, without limitation, the Rules and Regulations), all conditions of approval required by the Architectural Control Committee of the Association, all manufacturer's specifications and all applicable codes, ordinances, laws, rules, regulations and orders of the appropriate governmental authorities (collectively, the "Generator Requirements").
2. **Indemnification.** Owner shall, jointly and severally, unconditionally, absolutely and irrevocably, indemnify, defend and hold the Indemnified Parties harmless from and against any and all losses, claims, demands, suits, actions, causes of action, liabilities (including, without limitation, property damage, personal injury and/or death), judgments, damages (including, without limitation, all secondary, incidental, consequential, special and/or punitive damages), fines, liens, encumbrances, penalties, costs and expenses of whatever nature or kind (including, without limitation, attorneys' fees and costs up to and including trial and through all appellate levels and whether or not a lawsuit is commenced) related to, arising out of and/or resulting from: (i) the installation, use and/or maintenance of the Generator System by the Owner; (ii) any default, breach, violation or other non- performance, relating to or in connection with Owner's installation, use and/or maintenance of the Generator System; and/or (iii) any failure of Owner to comply with the terms and conditions of this Agreement and/or the Generator Requirements. If any action or claim shall be brought or asserted against any of the Indemnified Parties, such party shall promptly notify Owner in writing via First Class Mail to the post office mailing address of the Lot, and Owner shall assume the defense thereof, including the employment of counsel and the payment of all expenses. Notwithstanding the foregoing, no assumption of defense of an action or claim by Owner shall in any way delay, reduce or otherwise diminish Owner's indemnification and hold harmless obligations hereunder. In the event Owner fails to indemnify, defend or hold harmless the Indemnified Parties pursuant to this Section 2, Owner shall fully indemnify the Indemnified Parties for Legal Fees incurred in enforcing the terms of this Agreement.
3. **Severability.** In the event any provision of this Agreement is unenforceable, the remainder of this Agreement shall be enforced as written.
4. **Attorney's Fees.** In the event that there is any dispute respecting this Agreement or any party's actions and/or responsibilities relative to this Agreement, the prevailing party shall be entitled its Legal Fees from the non-prevailing party.

**Valencia Trails Homeowners Association, Inc.**

5. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of Owner and the Indemnified Parties and their respective heirs successors and assigns.

Valencia Trails Lot #\_\_\_\_

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

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

\_\_\_\_\_  
Owner Printed Name

Date:\_\_\_\_

\_\_\_\_\_  
Owner Printed Name

Date:\_\_\_\_