

**ARCHITECTURAL REVIEW COMMITTEE
REQUEST FOR MODIFICATION**

THIS REQUEST FORM MUST ACCOMPANY EVERY SUBMITTAL FOR PROPERTY CHANGES

HOMEOWNER: _____ LOT# _____ DATE _____
 MAILING ADDRESS: _____
 HOMEOWNER PHONE _____ EMAIL _____

In accordance with the **Victoria Park I Property Owners Association, Inc.**, covenants, easements, charges, and liens (“declaration”) and the association’s rules and regulations, I request your consent to make the following changes, alterations, renovations, additions and/or removals to my: Unit/Lot located at _____

DESCRIBED BELOW AND ON ATTACHED PAGES (CHECK APPLICABLE BOXES AND DESCRIBE BELOW)

IS THIS A RE-SUBMITTAL? () YES () NO

- | | | |
|--|--|---|
| <input type="checkbox"/> DOOR IDENTICAL/DOOR NEW | <input type="checkbox"/> GARAGE DOOR | <input type="checkbox"/> ROOF IDENTICAL |
| <input type="checkbox"/> DRIVEWAY NEW ¹ | <input type="checkbox"/> HURRICANE SHUTTERS | <input type="checkbox"/> ROOF REPAIR |
| <input type="checkbox"/> ADDITION ¹ | <input type="checkbox"/> LANDSCAPING OVER 20% ² | <input type="checkbox"/> ROOF CHANGE |
| <input type="checkbox"/> ENCLOSURE ¹ | <input type="checkbox"/> DRIVEWAY ⁴ | <input type="checkbox"/> SCREENING ¹ |
| <input type="checkbox"/> EXTERIOR | <input type="checkbox"/> PATIO ¹ | <input type="checkbox"/> SOLAR COLLECTORS |
| <input type="checkbox"/> EXTERIOR IDENTICAL | <input type="checkbox"/> PLAY STRUCTURE ¹ | <input type="checkbox"/> FENCE ¹ |
| <input type="checkbox"/> EXTERIOR PAINT ³ | <input type="checkbox"/> POOL ¹ | <input type="checkbox"/> OTHER |

¹ PLEASE INCLUDE THESE ITEMS ON YOUR PLOT PLAN WITH DIMENSIONS INDICATING LOCATION
² SHOW NEW PLANTS WITH NAMES ON YOUR PLOT PLAN WITH DIMENSIONS INDICATING LOCATION
³ INCLUDE COLOR CHIPS FOR MAIN HOUSE, TRIM, FRONT DOOR AND GARAGE DOOR
⁴ ONLY CONCRETE, STAMPED CONCRETE OR PAVERS ALLOWED, SHOW PATTERN

Describe Modification Request:

ANTICIPATED START DATE: _____ DATE OF PROJECT COMPLETION _____

I understand that under the declaration and the rules and regulations, the committee will act on this request and provide me with a written response of their decision. I further understand and agree to the following provisions:

1. No work or commitment of work will be made by me until I have received written approval from the association.
2. All work will be done at my expense and all future upkeep will remain at my expense.
3. All work will be done expeditiously once commenced and will be done in a good workman-like manner by myself or a contractor.
4. All work will be performed at a time and in a manner to minimize interference and inconvenience to other unit owners.
5. I assume all liability and will be responsible for all damage and/or injury which may result from performance of this work.
6. I will be responsible for the conduct of all persons, agents, contractors, and employees who are connected with this work.
7. I will be responsible for complying with, and will comply with, all applicable federal, state, and local laws; codes; regulations; and requirements in connection with this work, and I will obtain any necessary governmental permits and approvals for the work. I understand and agree that the **Victoria Park I Property Owners Association, Inc.**, its board of directors, its agent and the committee have no responsibility with respect to such compliance and that the board of directors’ or its designated committee’s approval of this request shall not be understood as the making of any representation or warranty that the plans, specifications, or work comply with any law, code, regulation, or governmental requirement.

OWNER(S) SIGNATURE: _____ OWNER(S) SIGNATURE: _____

RETURN FORM TO:

Victoria Park I Property Owners Association, Inc
999 Vanderbilt Beach Rd, Ste 200
Naples, FL 34108

Tel: (239) 244-2124 ext. 301
E-mail: VictoriaParkPOA@gmail.com

*****ASSOCIATION USE ONLY*****

DATE APPLICATION RECEIVED: _____ DATE OF ARC DECISION: _____

- DISAPPROVED
- APPROVED
- APPROVED WITH THE FOLLOWING CHANGES:

CHAIRPERSON ARC: _____
(SIGNATURE)

DATE _____

BOARD OF DIRECTORS: _____
(SIGNATURE)

DATE _____

VICTORIA PARK I PROPERTY OWNERS ASSOCIATION, INC.

ARCHITECTURAL REVIEW COMMITTEE

1. PURPOSE- The Architectural Review Committee (herein ARC) and Board of Directors (herein Board) have the right to exercise architectural control over all improvements to assist in making Victoria Park I a community of high standards and aesthetic beauty. Such architectural control may include, but is not limited to, size, height, site planning, setback exterior design, materials, colors, open spaces, landscaping, waterscaping and aesthetic criteria.

2. OWNER TO OBTAIN APPROVAL- No Owner shall make any improvement unless the Owner first obtains written approval of the improvement through the ARC.

3. REQUEST FOR APPROVAL & FEES- A request for approval shall be submitted to the ARC by the Owner in writing on an ARC Request Form (provided by the ARC) along with the Architectural Review Fee of \$150.00 and shall include plans and specifications of the improvement. The ARC may require further details regarding the improvement.

4. APPROVAL- The ARC shall notify the Owner of the Board's approval or disapproval, or that additional plans or specifications are required, by written notice within 30 days after the Owner submitted the written request. If the ARC fails to respond within 30 days, the request shall be deemed approved. Upon approval of the improvement, the Owner may proceed to make the improvement in strict conformance with the plans and specifications approved or deemed to have been approved and shall not make any material changes without approval through the ARC.

5. INSPECTIONS- Upon completing any improvement, the Owner shall give written notice of completion to the ARC. Within 90 days, the ARC shall have the right to inspect the improvement and notify the Owner in writing whether the improvement is accepted or deficient because it did not conform to the original request. The Owner must correct such deficiencies within 30 days and give written notice to the ARC when corrected. If the ARC fails to notify the Owner of deficiencies within 90 days after receipt of a notice of completion, the improvement shall be deemed to have been accepted.

6. REMEDY FOR VIOLATION- If an improvement is made without approval or not in accordance with the original approval, the Board may require the Owner to stop, remove and/or alter the improvement. The Board may also impose fines and assess reasonable fees for costs and expenses incurred in enforcing this section.

7. NO LIABILITY- The Board shall merely have the right, but not the duty, to exercise architectural control and shall not be liable to any Owner due to the exercise or non-exercise of such control, or the approval or disapproval of any improvement.

8. COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS- Any improvement made by the Owner must be in compliance with the requirements of all controlling governmental authorities, and the Owner shall be required to obtain an appropriate building permit from the applicable governmental authority when required by controlling governmental requirements.

Phone: (239) 244-2124

Email: VictoriaParkPOA@gmail.com

Online: www.victoriaparkpoa.com

~~5.7 Certificate.
 The Association shall, within fifteen (15) days of receipt of a written request for same, furnish to any Owner liable for assessments a certificate in writing signed by an officer of the Association, setting forth whether said assessments and any other sums due the Association have been paid. All interested persons except the Owner may rely upon such certificate.~~

4. ARCHITECTURAL AND AESTHETIC CONTROL.

4.1 Necessity of Architectural Review and Approval.

No Owner shall make or permit the making of any alterations or additions to his Parcel or in any manner change the exterior appearance of any portion of the Living Unit, including, landscaping, grading, excavation, change of exterior color or other work without first obtaining the written approval of the Architectural Review Committee ("ARC") of the Association. No Owner may make any alterations or additions to the Common Area. In obtaining said written approval, Owner, or any other person applying, shall comply with all applicable requirements and procedures of the Governing Documents. The approval of the ARC may be denied if the ARC determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to, Victoria Park I, in part or whole, of any exterior glass, screen, shutter, awning, or other modifications, additions or installations which may be installed where visible from outside the Living Unit, are subject to regulation by the ARC. Hurricane shutters may be installed in accordance with the Association's specifications. The Architectural Criteria shall govern the Architectural Review Committee.

4.2 Architectural Review.

The architectural review and control functions of the Association shall be administered and performed by the "Architectural Review Committee", as defined herein.

4.3 Powers and Duties of Architectural Review Committee.

The Architectural Review Committee shall have the following powers and duties:

- a. To enact modifications and/or amendments to the Architectural Criteria. Any modification or amendment to the Architectural Criteria shall be consistent with the provisions of this Declaration. Notice of any modification or amendment to the Architectural Criteria, including a verbatim copy of such change or modification, shall be delivered to each member of the Association; provided that the delivery of a copy of the modification or amendment to the Architectural Criteria shall not constitute a condition precedent to the effectiveness or validity of such change or modification.
- b. To require submission of one (1) complete set of all plans and specifications for any improvement or structure of any kind, including without limitation, any building, fence, wall, sign, site paving, grading, pool, parking and building additions, alteration, screen enclosure, sewer, drain, disposal system, decorative building, landscaping, landscape device or object or other improvement, the construction of placement of which is proposed upon any Parcel or Property in Victoria Park I, together with a copy

of any required governmental permits. The ARC may also require submission of samples of building materials and colors proposed for use on any Parcel or the Property and may require such additional information as reasonably may be necessary for the ARC to completely evaluate the proposed structure or improvement in accordance with this Declaration and the Architectural Criteria. Reviews shall be coordinated with required governmental approvals. The ARC shall have thirty (30) days to respond once a complete set of plans and specifications have been submitted. Failure to respond within said thirty (30) days shall be deemed an approval.

- c. To approve or disapprove any improvement or structure of any kind, including without limitation, any building, sign, site paving, grading, pools, parking and building additions, alterations, screen enclosure, sewer, drain, disposal system, decorative building landscaping, landscape device or object, or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Parcel and to approve or disapprove any exterior additions, changes, modifications or alterations (including, but not limited to, changes in exterior colors, finishes and materials) therein or thereon. With respect to exterior, existing landscaping, ARC approval is only required where improvements are being made to more than 20% of the existing landscaped area.. All decisions of the ARC shall be in writing and may, but need not be made by a certificate in recordable form.
- d. To approve or disapprove any change, modification or alteration to any improvement or structure as hereinabove described, and the plans and specifications if any upon which such change modification or alteration is based, prior to commencement of construction of such change, modification or alteration. If any improvement or structure as aforesaid shall be changed, modified or altered without prior approval of the ARC of such change, modification or alteration, and the plans and specifications therefore, if any, then the Owner shall upon demand, cause the improvement or structure to be restored to comply with the plans and specifications, originally approved by the ARC and shall bear all costs and expenses of such restoration, including costs and reasonable attorney's fees of the ARC or the Association. The ARC shall be specifically empowered to grant variances from the covenants, conditions and restrictions as contained herein and as are deemed reasonable, required or necessary to meet the needs of the particular building site.
- e. To adopt a schedule of reasonable fees for processing requests for approval or proposed improvements. Such fees, if any, shall be payable to the ARC, in cash, at the time that plans and specifications are submitted to the ARC. In the event such fees, as well as any other costs or expenses of the ARC pursuant to any other provisions of this Article are not paid by the Owner, the Association will be entitled to collect attorneys fees and costs in any action to collect said amounts.
- f. To monitor construction to verify compliance with the provisions hereof and any approvals and conditions of the ARC.

- g. Review of the plans by the ARC shall not impose upon the ARC or the Association any liability, including liability for the design and construction, including, but not limited to, structural integrity design, quality of materials and compliance with the building code. The scope of review and approval by the Association is limited to whether the plans meet certain requirements, standards and guidelines relating to the aesthetics, harmony and compatibility of proposed improvements on the Parcels. No person other than the Association or the Owner shall have the right to rely on an approval.
- h. Monitor construction to determine compliance with the plans and specifications, which were approved, and such inspection shall not be deemed a trespass. The Association may enforce any non-compliance through an equitable action or by self-help as provided in this Declaration.
- i. In the event of a natural disaster or other act of God, an Owner may take what actions are imminently and reasonable necessary to protect his property without prior ARC approval. The ARC must approve any permanent emergency measures so taken as soon as practicable after such emergency.

4.4 Building Restrictions.

The approval contemplated by this Section for the construction or alteration of any building or structure shall be conditioned upon, but not be limited to, the following criteria:

- a. That the floor area of any residence constructed shall have a minimum of 1,600 square feet of living area. The living area is defined as the portion of the residence which has finished walls, ceilings, and floors, and which is insulated, heated or air conditioned. The floor area within the garage, breezeway, porch or unfinished storage area or utility room shall not be included within the living area for purposes of determining the minimum required area.
- b. Every home within Victoria Park I shall have a two or three car garage, which shall be attached to said home, and shall not be used as office space or living quarters. Carports are prohibited.
- c. All lawn areas and easements shall be sodden no later than sixty (60) days from completion of construction of either a new home or renovations, which effect the lawn area.
- d. Construction, which lasts more than six months from the date of the recording of the initial Notice of Commencement, is prohibited. If for any reason work is discontinued and there is no substantial progress toward completion for a continuous three month period, then the Association shall have the right to notify the owner of record of the premises and take such steps as might be required to correct any undesirable appearance; the reason for such correction shall be solely in the discretion of the Association and may include but not be limited to purely aesthetic grounds. The Owner of the Parcel shall be liable for all costs incurred in such action.