

ACC REQUESTS MUST INCLUDE:

1. Signed, dated and completed "ACC" form.
2. **Final Survey** showing where proposed changes are to be made.
3. **Copy** of contractor's **Occupational License**.
4. **Copy** of contractor's **Certificate of Liability Insurance & Workers Compensation** (or Exemption Certificate) **naming Valencia Walk HOA as Certificate Holder and Additional Insured.**

Valencia Walk HOA
c/o Lang Management
12320 SW Calm Pointe Court
Port Saint Lucie, FL 34987

5. **Specifications, Drawing, Brochure or Photo** depicting what item(s) will look like (or similar to).
6. **Indemnification and Hold Harmless Agreement** (only for generator requests).
7. **Security Deposit Check made payable to Valencia Walk HOA** (refer to architectural categories within the following pages).
NOTE: IT CAN TAKE UP TO 30 DAYS TO RECEIVE REFUND CHECKS AFTER INSPECTIONS HAVE BEEN COMPLETED.

*****APPLICATIONS MUST BE COMPLETED AS INSTRUCTED ABOVE IN ORDER TO BE PROPERLY EXPEDITED FOR APPROVAL*****

ARCHITECTURAL CONTROL COMMITTEE REQUEST FORM

The primary goal of the Architectural Control Committee (the "ACC") is to review and approve the plans and specifications for all proposed alterations of additions to lots and/or the improvements located thereon which are visible beyond the limits of the lot. The ACC is designated by the Association Documents (i.e., the Declaration of Covenants, Easements and Restrictions for Valencia Walk) to (1) review all plans and specifications submitted to it to determine if the proposed alteration or addition complies with the Association Documents, (2) to determine if the proposed construction, alteration or addition will not be detrimental to the appearance of any structure affected thereby will be in harmony with the surrounding structures and is otherwise desirable.

The ACC does NOT review and assumes NO responsibility for the following:

- A. The structural adequacy, capacity or safety features of the proposed construction, alteration or addition.
- B. Whether or not the location of the proposed construction, alteration is free from possible hazards, including, by way of example and not limitation, whether caused by conditions occurring either upon or off the lot.
- C. Soil erosion or incompatible or unstable soil conditions.
- D. Mechanical, electrical or any other technical design requirements for a proposed construction, alteration or addition.
- E. Compliance with any and all building codes, safety requirements or governmental laws, regulations, codes and/or ordinances. Furthermore, the homeowner has the responsibility to obtain all required approvals from governmental authorities, including, by way of example, a building permit.
- F. Performance, workmanship or quality of work or any contractor or of the completed alteration or addition.
- G. Homeowner is responsible for relocation of any irrigation lines that could be affected.

NAME: _____

ADDRESS: _____ LOT _____

PHONE (DAY): _____ EMAIL: _____

GENERAL DESCRIPTION(S) OF PROPOSED MODIFICATION, ALTERATION OR ADDITION:

Please return completed application to:

Lang Management Office

12320 SW Calm Pointe Court, Port St Lucie, FL 34987

Phone: (772) 783-0700 • Email: vwalkadmin@langmanagement.com

INSTRUCTIONS FOR COMPLETING ACC REQUEST FORM

1. A list of Valencia Walk Architectural Categories is included below. Select the category for your modification(s) and/or addition(s).

NOTE: Three items are allowed on one application.

2. Incomplete packages will be returned to the homeowner with a request to submit all the proper documents. The ACC will NOT be able to review your request until such time as your ACC Request Form is completed. **FURTHERMORE, THE TIME FRAME FOR REVIEW OF ACC REQUESTS SHALL NOT BEGIN UNTIL THE ACC HAS RECEIVED A COMPLETED ACC REQUEST FORM.**

3. Please be sure to sign the ACC Request Form at the end of this page.

4. **The ACC will notify you in writing of their decision.** Communication letter(s) of approval/rejection will be via email. As a reminder, the application is deemed **REJECTED** if the ACC fails to notify you in writing within 45 days of submission of a complete ACC Request Form. Therefore, please **DO NOT COMMENCE** work without prior written approval by the ACC.

**** Please note, capping or re-directing sprinklers should not affect your or neighboring properties or easement areas. If irrigation re-routing is required, please complete the attached Modification and Rerouting of Sprinkler System form acknowledging that you are responsible for any repairs and overhauling of the irrigation system affected during the project.**

5. Upon receipt of ACC approval, please obtain and submit to the ACC copies of all applicable governmental permits.
6. The ACC reserves the right to charge the owner of the lot for outside consultants' services and for the review of the Request Form by the ACC.
7. In submitting this request for approval, the Lot Owner agrees to abide by the decision of the ACC.

LOT OWNER SIGNATURE: _____

DATE: _____

Valencia Walk Homeowners Association, Inc.

C/O Lang Management Company

Phone: (772) 783-0700 • Email: vwalkadmin@langmanagement.com

Modification and Re-routing of Sprinkler System

A. HOMEOWNER'S NAME: _____

B. ADDRESS: _____

C. TELEPHONE: _____

D. PROJECT DESCRIPTION: _____

The Owner(s) acknowledges that all lawn sprinkler additions, irrigation system repairs, sprinkler system re-routes, including but not limited to installation and repairs of sprinkler heads, and other products damaged or in need of re-routing will be at the Owner(s) expense and brought back into its original condition within **7 (seven) business days** of the project completion.

Please be advised that you are **required** to use the Association's irrigation contractor, **REVIVAL LANDSCAPE SERVICES, LLC**, to make any needed changes to the irrigation system required due to your project. Five days' notice is needed for Revival to come to your home. Revival's phone number to schedule is 561-966-1448.

Keep in mind that your irrigation is connected to 3 or more homes and is part of the entire system. ***Your contractor is not to turn on your irrigation from the valve at any time.*** If you need longer irrigation run times, you may request this by placing a work order at service@langmanagement.com.

To place a service order, please visit your homeowner portal at portal.langmgmt.com; Or call our Service Department at **877.242.8692**.

HOMEOWNER'S SIGNATURE: _____

DATE: _____

THE FOLLOWING INFORMATION MUST BE PROVIDED WITH REGARD TO THE CONTRACTOR WHO WILL PERFORM THE MODIFICATION /ALTERATION:

- A. CONTRACTOR'S NAME:** _____
- B. ADDRESS:** _____
- C. TELEPHONE: () _____**
- D. CERTIFICATE OF LIABILITY INSURANCE AND WORKERS COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE (OR WORKERS COMPENSATION EXEMPTION CERTIFICATE, IF APPLICABLE) IS REQUIRED TO BE ATTACHED TO THIS APPLICATION.**
- E. PROOF OF VALID CONTRACTOR'S LICENSE, CURRENTLY ACTIVE WITH THE STATE OF FLORIDA, IS REQUIRED TO BE ATTACHED TO THIS APPLICATION.**

Please be advised that if the alteration is to be a structural modification to existing improvements upon the lot, or the work will result in modification to the structural integrity of the existing improvements upon the lot, a certified report from a Registered Engineer that the design will in no way alter or affect the structural integrity of the existing improvements, must be submitted with the plans. The cost of the report will be borne by the Owner of the lot.

The ACC reserves the right to charge the owner of the lot for outside consultant services and for the ACC's review.

LIMITATION OF RESPONSIBILITIES

The primary goal of the ACC is to review the application (plan and specifications) submitted to it to determine if the proposed alteration or addition complies with the documents and to determine if the proposed construction, alteration or addition will not be detrimental to the appearance of the surrounding area of the property as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures and is otherwise desirable. The ACC does **NOT** review and assumes **NO** responsibility for the following:

1. The structural adequacy, capacity or safety features of the proposed construction, alteration or addition.
2. Whether or not the location of the proposed construction, alteration or addition is free from possible hazards, including by ways of example; flooding, whether caused by conditions occurring either upon or off the property.
3. Soil erosion, incompatible or unstable soil conditions.
4. Mechanical, electrical or any other technical design requirements or governmental laws, regulations, codes or ordinances.
5. Compliance with all building codes, safety requirements or governmental laws, regulations, codes or ordinances.
6. Performance or quality of work of any contractor.

VALENCIA WALK ARCHITECTURAL CATEGORIES

Please include the information listed below for the specific category of your request. **NOTE: THE ACC RESERVES THE RIGHT TO REQUEST INFORMATION IN ADDITION TO THAT NOTED BELOW PRIOR TO APPROVAL OF AN ACC REQUEST.**

I. FENCES:

- A. **SURVEY:** indicating exact location with respect to property lines and existing improvement in the lot (Received at Closing).
- B. **TYPE OF FENCE:** (description)
 - 1. MATERIALS
 - 2. HEIGHT
 - 3. DRAWINGS
 - 4. COLOR/FINISH
 - 5. DECORATIVE STYLE
- C. LOCATION AND SWING OF GATES
- D. PROPOSED LANDSCAPING PLAN SURROUNDING FENCE (see requirements for landscaping below)
- E. **\$1,000 Refundable Security Deposit (Less a \$210 inspection fee, after completion of addition)**

II. PAINTING

- A. IDENTIFY COLORS (include paint manufacturer, color name and color number)
- B. PROVIDE PAINT COLOR SAMPLES
- C. ELEVATION OF STRUCTURE OF AREA TO BE PAINTED (elevation survey)

III. DRIVEWAYS

- A. SURVEY (depicting location of proposed driveway installation)
- B. TYPE OF DRIVEWAY MATERIALS (must be brick pavers)
- C. IDENTIFY FIELD COLOR, BORDER COLOR AND PATTERN
- D. PROVIDE COLOR AND PATTERN SAMPLES
- E. PROPOSED LANDSCAPING PLAN SURROUNDING DRIVEWAY (see requirements for landscaping below)
- F. **\$500 Refundable Security Deposit (Less a \$210 inspection fee, after completion of addition)**

IV. SCREEN ENCLOSURES

- A. SURVEY (depicting location of proposed screen enclosure)
- B. DESCRIPTION OF PROPOSED TYPE OF SCREEN ENCLOSURE
- C. PLANS AND SPECIFICATIONS PROVIDED BY THE CONTRACTOR (indicating dimensions, height, screen, roof type {i.e. mansard, gable, hip or flat}, location(s) of screen door(s) and accessories {i.e. kick plates})
- D. PLAN AND ELEVATION VIEWS OF SCREEN ENCLOSURE
- E. IDENTIFY COLORS (include colors, as appropriate for screening, aluminum framing, kick plates and glass)
- F. FOR FRONT ENTRY SCREEN ENCLOSURE, DESIGN OF SCREEN DOOR AND, IF APPLICABLE, SIDE AND/OR HEADER FRAMING
- G. PROPOSED LANDSCAPING PLAN SURROUNDING SCREEN (see requirements for landscaping below)
- H. Pool Screen Enclosure (See Refundable Security Deposit in below section)

I. \$500 Refundable Security Deposit. (Less a \$210 inspection fee after completion of addition)

V. POOL ADDITIONS:

- A. SURVEY (depicting location of proposed pool on lot)
- B. ARCHITECTURAL RENDERING
- C. PLANS FOR FENCING OR SCREENING (NOTE: fulfill requirements for fences or screen enclosures listed above, as appropriate)
- D. IDENTIFY POOL DECK TYPE, COLOR AND PATTERN
- E. IDENTIFY COPING MATERIAL AND COLOR
- F. PROVIDE COLOR AND PATTERN SAMPLES (for items D & E above)
- G. PROPOSED LANDSCAPING PLAN, IF APPLICABLE (see requirements for landscaping below)

H. \$5,000 Refundable Security Deposit (Less a \$210 inspection fee after completion of addition)

VI. ROOM ADDITIONS:

- A. SURVEY (depicting location of proposed addition on lot)
- B. ARCHITECTURAL DRAWINGS, INCLUDING PLAN AND ELEVATION VIEWS
- C. IDENTIFY EXTERIOR PAINT COLORS (include paint manufacturer, color, name and color number)
- D. Provide exterior paint color samples.
- E. Provide roof color verification (roof material and color must match existing home. Provide roof tile sample for verification purposes)
- F. PROPOSED LANDSCAPING PLAN, IF APPLICABLE (see requirements for landscaping below)

G. \$5,000 Refundable Security Deposit (Less a \$210 inspection fee, after completion of addition)

VII. LANDSCAPING:

- A. SURVEY (depicting location of existing plantings with respect to property lines and existing improvements on the lot, as well as proposed addition(s) to lot)
- B. DRAWING ILLUSTRATING PLACEMENT OF PROPOSED LANDSCAPING
- C. DESCRIPTION OF PROPOSED LANDSCAPING (including type, size, height, quantity of planting materials, and type and color of mulch or other planting bed filler)

D. \$500 Refundable Security Deposit for changing plant material in existing landscape beds, \$1000 Refundable Security Deposit if additional beds are added or original landscape bed size is altered. (Less a \$210 inspection fee, after completion of addition)

VIII. PERMANENT GENERATORS

- A. **SURVEY** (depicting locations and placement(s) of all components of the generator system including any underground propane storage tank, distance from the home on the lot, distance from home(s) located on the adjacent lot on the side(s) where the generator system or any portion is to be installed, location of all easements and applicable setbacks affecting the lot to show that no portion of the generator encroaches thereon, size and layout of the slab that the physical generator will be installed on, location and size and species of any screening to be installed to screen the above-ground portions of the generator system.

- B. **SCREENING** (generators shall at all times be screened from view by all adjacent lot owners and from the street. Screening may include the use of fences or hedges, or a combination thereof, as determined by the ACC.
- C. **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, or (d) drainage easements, lake maintenance easements and/or lake maintenance access easements, or (d) drainage swales on the lot.
- D. **APPLICATION 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 ACC and all other owners.
- E. **COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS** for any generator system approved by the ACC, the owner shall always be responsible to comply with all governmental requirements relating to the installation and use of the generator system; regardless of an approval by the ACC, no generator system may be installed or used without such building permits and approvals required by the governmental requirements.
- G. **\$1,000 – If hooking up to existing gas line; \$5,000 – If burying a tank for gas Refundable Security Deposit (Less a \$210 inspection fee, after the completion of addition)**

IX. MISCELLANEOUS:

- A. SURVEY (depicting exact location of proposed modification, addition or alteration).
- B. DIAGRAM, SKETCH, SPECIFICATIONS OR OTHER INFORMATION OR DATA DESCRIBING PROPOSED MODIFICATION(S), ADDITION OR ALTERATION.
- C. DESCRIPTION OF MATERIALS INCLUDED IN PROPOSED MODIFICATION(S), ADDITION OR ALTERATION.
- D. IDENTIFY COLORS FOR PROPOSED MODIFICATION(S), ADDITION OR ALTERATION.
- E. PROVIDE COLOR SAMPLES FOR PROPOSED LANDSCAPING PLAN, IF APPLICABLE, (see requirements for landscaping).
- F. PATIO EXTENSION REQUIRES A \$500 DEPOSIT AND AN ENGINEERING FEE OF \$210 MAY APPLY UPON PROJECT COMPLETION.
- G. WATER PURIFICATION SYSTEMS REQUIRE A \$500 DEPOSIT AND AN ENGINEERING FEE OF \$210 MAY APPLY UPON PROJECT COMPLETION (DEPENDING ON INSTALLATION METHOD, SIZE OF TANK, ETC).

GENERATORS

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT ("Agreement") is made this ____ day of _____, 20__, by _____ (individually or collectively, the "Owner"), in favor of VALENCIA WALK HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association") and the Indemnified Parties (as hereinafter defined).

WHEREAS, Owner is the owner of Lot _____ in Valencia Walk. Owner intends to submit an application to the Association for approval to install, use and maintain a permanent emergency generator, an underground propane storage tank and other appurtenances applicable thereto (collectively, a "Generator System") upon 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 of the lot in favor of Association, its officers, directors, members, agents and employees, the Architectural Control Committee of the Association and all other owners of lots and homes within Valencia Walk (collectively, the "Indemnified Parties").

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

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

1. Indemnification. Owner shall, unconditionally, absolutely and irrevocably, indemnify, defend and hold harmless the Indemnified Parties from and against any and all actions, claims, demands, suits, losses, damages, liabilities, fines, obligations, penalties, costs and expenses of any kind or nature whatsoever, including, without limitation, court costs and Legal Fees (as hereinafter defined), which are directly or indirectly suffered or incurred by the Indemnified Parties at any time or from time to time as a result of or arising from (i) any claim, demand, suit or action brought against the Indemnified Parties in connection with or related to the installation, use and/or maintenance of the Generator System by the Owner; and (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. For purposes of this Agreement, Legal Fees shall mean all reasonable fees for attorney and paralegal services and all court costs through and including all trial and appellate levels and post-judgment proceedings incurred in connection with negotiation and preparation for mediation, arbitration, litigation, whether or not an action is actually begun. If any action or claim shall be brought or asserted against any of the Indemnified Parties, such party shall promptly notify Owner in writing, 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.
2. Severability. In the event any provision of this Agreement is unenforceable, the remainder of this Agreement shall be enforced as written.
3. 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.
4. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Owner and the Indemnified Parties and their respective successors and assigns.

Owner

Owner