

NAPLES HOMEOWNERS ASSOCIATION
ARCHITECTURAL REVIEW
PROCEDURES

The attached Architectural Review package contains an Architectural Change Request Form, Indemnity Agreement, Neighbor Awareness Letter and instructions.

Any and all exterior improvements to your property must be submitted to the Architectural Review Committee (ARC) for review and approval prior to commencement of work. Please refer to the Architectural Standards and Guidelines for further information.

The following details the procedure for submitting improvements for review by the Architectural Review Committee:

- 1) Submit one (2) *completed* copies of the Architectural Change Request Form, Indemnity Agreement, Neighbor Awareness Letter, and construction drawings, to:

NAPLES HOMEOWNERS ASSOCIATION
C/o RMI Management, LLC
630 Trade Center Drive
Las Vegas, NV 89119

Drawings must include location and screening of equipment, site plan, setbacks, drainage plans, materials, colors and any information pertinent to the proposed improvement such as brochures, pictures, etc.

- 2) Upon review of your plans by the Committee, you will receive written notice of their approval, rejection or conditional approval within forty- five (45) days of the meeting.

***CONSTRUCTION IS NOT TO BEGIN UNTIL THE ARCHITECTURAL REVIEW
COMMITTEE OBTAINS WRITTEN APPROVAL OF PLANS.***

To avoid construction delays, please ensure forms and plans are complete prior to submittal.

ANY INCOMPLETE SUBMITTALS WILL BE RETURNED.

NAPLES HOMEOWNER ASSOCIATION
ARCHITECTURAL STANDARDS AND GUIDELINES

GENERAL GUIDELINES

1. Any condition or material not specifically defined herein shall become a matter for the consideration and approval of the ARC.
2. Approval of the ARC does not constitute waiver of any requirements of applicable governmental agencies.
3. ARC approval does not constitute compliance with any technical or engineering specifications or governmental requirements. The function of the ARC is to review each submittal for conformity to the intent and provisions of the CC&Rs.
4. Approval of plans does not constitute authorization to proceed with improvements on any property other than the applicants.
5. An oversight by the ARC regarding the CC&Rs or the Standards and Guidelines does not constitute a waiver.
6. ACCESS THROUGH COMMON PROPERTY IS PROHIBITED WITHOUT ARC APPROVAL. Access for equipment used in construction must be over or through the applicant's property except as provided herein. Building equipment and materials must be contained on the applicant's property, if possible, and must not obstruct streets. See: IV. Pools and related equipment/A. Submittal.
7. In the event construction requires use of adjoining property, written permission from the adjoining property owner must be included in the submittal to the ARC, along with a minimum deposit of \$2,000.00 payable to the Association. A refund of the deposit will occur upon acceptance of repairs to the adjoining property by a field inspector.
8. All work must be performed in a manner consistent with the quality and appearance standards of the original residence construction. Any work performed that is substandard in construction materials or appearance to the established community or NAPLES as (defined in the "Architectural Design and Materials Standards") must be redone to acceptable materials and appearance at the owners expense.
9. Any and all improvements affecting setback requirements must be reviewed by Clark County Planning and Development Division prior to submitting application to ARC.
10. Submittal of color samples of any paint or stain is required when they deviate from the original colors of the residence.

NAPLES HOMEOWNERS ASSOCIATION
ARCHITECTURAL CHANGE REQUEST FORM

OWNER'S NAME: _____

MAILING ADDRESS: _____

HOME PHONE #: _____ WORK PHONE #: _____

LOT #: _____ SITE ADDRESS IF DIFFERENT FROM ABOVE: _____

TYPE OF PROPOSED CONSTRUCTION: _____

TO BE CONSTRUCTED BY: _____

ADDRESS: _____

CONTRACTOR'S LICENSE _____ LIMIT: _____

OWNER'S SIGNATURE: _____ DATE: _____

FOR COMMITTEE USE

DATE APPLICATION RECEIVED: _____

DATE OF COMMITTEE MEETING: _____

() APPROVED () REJECTED () CONDITIONAL APPROVAL

COMMENTS/CONDITIONS:

COMMITTEE MEMBER SIGNATURE: _____ DATE: _____

NAPLES HOMEOWNERS ASSOCIATION

NEIGHBOR
AWARENESS LETTER

OWNER'S NAME: _____

ADDRESS: _____

LOT #: _____

NEIGHBOR'S NAME: _____

ADDRESS: _____

PHONE NUMBER(S): _____

I AM AWARE OF NEIGHBOR'S PLANS AS PROPOSED.

SIGNATURE: _____ DATE: _____

NEIGHBOR'S NAME: _____

ADDRESS: _____

PHONE NUMBER(S): _____

I AM AWARE OF NEIGHBOR'S PLANS AS PROPOSED.

SIGNATURE: _____ DATE: _____

NEIGHBOR'S NAME: _____

ADDRESS: _____

PHONE NUMBER(S): _____

I AM AWARE OF NEIGHBOR'S PLANS AS PROPOSED.

SIGNATURE: _____ DATE: _____

**NAPLES HOMEOWNERS ASSOCIATION
INDEMNITY AGREEMENT**

OWNER (identified below) is the owner of property located within Naples Homeowners Association and wishes to commence construction of improvements (hereinafter the "improvements") set forth as attached hereto.

CONTRACTOR (identified below) has been hired by Owner to effect the improvements.

CONSTRUCTION of the improvements is subject to the Declaration of Covenants, Conditions, Restrictions for Naples Homeowners Association, as well as certain Rules and Regulations of the Naples Homeowners Association and/or Architectural Review Committee.

THE ASSOCIATION and the ARC may (but are not obligated to) exercise supervisory responsibility with respect to ascertaining that Contractor's operations and improvements comply with the Rules and Regulations, Design Guidelines and CC&R's.

CERTAIN INDEMNITIES are required of the Owner and Contractor, as follows, prior to commencement of construction of any improvements.

ACCORDINGLY, OWNER AND CONTRACTOR hereby agree to construct the improvements in accordance with the Rules and Regulations, Design Guidelines and Declaration of Covenants, Conditions and Restrictions of Naples Homeowners Association.

OWNER shall be responsible for the conduct of Contractors, its employees and agents within Naples Homeowners Association. Owner and Contractor understand and agree that violations of the Rules and Regulations may be met with a warning, stop work order, lien assessments, and/or revocation of Contractor's right to enter Naples Homeowners Association property.

OWNER AND CONTRACTOR hereby indemnify Naples Homeowners Association and the Architectural Review Committee, and agents thereof, and hold them harmless against and from any and all liabilities, claims, losses, damages and expenses connected with the improvements or construction of the improvements.

In conjunction with the signing of this agreement, Homeowner does hereby pay to Association, and Association acknowledges receipt thereof, either the sum of Two Thousand Dollars (\$2000) which will serve as a damage deposit; or a Surety Bond in lieu of a cash deposit. Upon satisfactory completion and written approval by Association, said deposit will be refunded to Homeowner. All repairs must restore the property to its original condition within 7 days from the date of damage. All damages to Association property must be repaired by subcontractor chosen by Association, or the parties acknowledge that Association, at its opinion, may have repairs redone by its subcontractors. In the event any damage whatsoever is caused by Homeowner or Contractor in conjunction with the aforementioned work, Association is hereby authorized and directed to retain a licensed contractor to repair all such damage to Association's satisfaction. Whether such repairs are necessary shall be totally within Association's discretion.

AGREED AND ACCEPTED this ____ day of _____, 20 ____.

"OWNER"

"CONTRACTOR"

Name(s)

Name(s)

Street Address

Street Address

City/State/Zip

City/State/Zip

Phone Number(s)

Phone Number(s)

Signature

Signature

Date

Date