

**ARCHITECTURAL REVIEW APPLICATION
FOR ROTONDA WEST
CAPE CAVE CORPORATION
DATED APRIL 2021**

I or We _____ as **Owner(s)**

I or We _____ as **Builder/Contractor**

Hereby submit the attached plans, specifications and information as required by Cape Cave Corporation, the Developer, for Architectural Review in accordance with the provisions of the Amended Restatement of Restrictions for Rotonda West (Deed Restrictions) as recorded in Charlotte County Florida public records on November 10, 2020

This Application is for LOT(s) _____ SECTION* _____ in ROTONDA WEST.

* SECTIONS: Oakland Hills, Pebble Beach, Pinehurst, Broadmoor, Long Meadow, White Marsh or Pine Valley

This Application is made subject to the requirements of the Developer's Guidelines for New Construction dated April 2021, as well as, the recorded Deed Restrictions for Rotonda West.

Please be advised of the following.

1. The Developer's authority for Architectural Review can be found in Section 5 of the Deed Restrictions
2. The Rotonda West Association, Inc., (RWA) is a mandatory home owners association (941-697-6788).
3. The RWA has a New Construction Compliance Program that requires a refundable deposit for all new construction.
4. The RWA has specific requirements for building on any Rotonda West canal front or river front property.
5. The RWA requires landscaping and may require sight screening of outside equipment when construction is completed.
6. The Property Owner, **not** the Builder/Contractor, is responsible for any Deed Restriction violation.
7. The RWA, **not** the Developer, has the sole authority to enforce the Deed Restrictions. www.rotondawest.org
8. The RWA can impose fines on the Property Owner for Deed Restriction violations.

From Section 5 of the Deed Restrictions (Plans, Specifications and Architectural Review)

(d) Non-liability. The review and approval or disapproval of all plans and specifications submitted for any proposed construction, improvement, modification, alteration, or addition shall not be deemed approval or certification of the proposed construction for structural safety or conformance with building or other County, State or Federal codes. The Grantor/Developer, Association, Board of Directors, officers and any members of the committees shall not be liable to any Owner, Builder or any other person or entity for any loss, damage, or injury arising out of or in any way connected with the performance or nonperformance of the duties hereunder or the approval or disapproval of any plans or specifications.

(e) New Construction Compliance Program. The Association may establish and from time to time modify rules regarding a New Construction Compliance Program to ensure that Lots/Tracts are maintained in an orderly manner throughout the construction process and cleared of all construction debris and other debris within a reasonable time following termination or suspension of construction and to further ensure that the Dwelling and other Improvements constructed on the Lot/Tract, together with the Lot/Tract itself, conform to all Association Governing Documents and County, State and Federal requirements and permits following termination or suspension of construction. All work undertaken in observance of the New Construction Compliance Program shall be in full compliance with all Association Governing Documents and County, State and Federal requirements and permits. As a component of the New Construction Compliance Program, the Association may establish a schedule of fees and/or deposits to ensure compliance with and to cover costs related to the administration of the New Construction Compliance Program. Any fees and/or deposits unclaimed after a period of six (6) months following completion of a project will be retained by the Association. Furthermore, failure to comply with the rules regarding the New Construction Compliance Program, including but not limited to ensuring that the Dwelling and other Improvements, together with the Lot/Tract itself, are properly maintained throughout and following termination or suspension of construction and further conform to all Association Governing Documents and County, State and Federal requirements and permits following termination or suspension of construction, may, in the Association's sole discretion, result in a forfeiture of the required fees and/or deposits.

Owner address during construction is required by Cape Cave Corporation.

Street # & Name _____

City, State, Zip _____

Telephone _____

Email _____

By their signatures below, both Owner(s) and Builder/Contractor confirm that the Developer has not recommended, suggested or endorsed their choice of Builder/Contractor and that both Owner(s) and Builder/Contractor have received a copy of: (1) this Application, (2) the April 2021 Project Review Form, (3) the November 10, 2020 recorded Rotonda West Deed Restrictions, (4) The April 2021 New Construction Guidelines.

Signature of Builder/Contractor or Authorized Representative

Builder/Contractor or Representative Printed Name

OWNER(s) Acknowledgement for this Application

Owner

Owner

The foregoing instrument was acknowledged before me this: _____ day of _____ 20____

By _____ **Owners**

who are _____ Please print names of Owner(s) personally known to me, or if required, type of identification produced: _____

NOTARY SEAL

Notary Signature

Notary printed name & date commission expires