



VENTANA
COMMUNITY **RESTRICTIONS**

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Ventana Owner's Association
P.O. Box 560328
Rockledge, FL 32956

website: www.ventanaoa.org

email: board@ventanaoa.org

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PURPOSE

This handbook summarizes the “do’s and don’ts” for harmonious living in the Ventana Community based on the governing documents of the Association.

The rules included in this handbook are not new nor are they exact quotes. Rather, they are paraphrased excerpts taken from the Association’s governing documents and are considered to be the most frequent concerns of current and future residents. For a full reading of the rules, please refer to the Declaration, Architectural Standards Manual, Articles of Incorporation, and Bylaws along with any amendments thereto. A list of these documents with a brief overview of each is attached at Appendix A. A complete set of them is available on our website at www.ventanaoa.org.

Each section of the documents referenced in this handbook is coded with a letter indicating the document from which it was taken along with the specific section or paragraph number. See the table below for the abbreviations used in the handbook.

This handbook also spells out the process by which the Association will identify and resolve violations of the rules. The Association takes seriously its responsibility to enforce the rules and encourages all residents to become familiar with the restrictions included in this document and all the governing documents. The process for resolving violations (see Section 5 on page 9 of this document) is intended to provide fair, open, and equitable treatment for all residents.

The following governing document abbreviations are used in this handbook:

- A** - VOA Articles of Incorporation
- D** - Declaration of Covenants, Restrictions & Easements
- BL** - Bylaws of the VOA
- ASM** - Architectural Standards Manual
- SS** - State Statutes
- CO** - County/City Ordinances
- CRH** - Community Restrictions Handbook

VOA Organization

The VOA administers its business through a Board of Directors and several Committees, as follows:

VOA Board of Directors (BOD)

This Board has ultimate authority over the activities of the VOA. The Board of Directors consists of from 3 to 9 community members elected for a one-year term by Ventana's residents at the annual meeting of the Association, which is normally held in mid to late February. A President, Vice President, Treasurer, and Secretary are elected by the Board of Directors from the Directors elected by the membership (BL. 9.1-4; 14.1-2).

Architectural Review Board(ARB)

The primary goal of the ARB is to review the applications, plans, specifications, materials and samples submitted by homeowners or builders to determine if the proposed structure or modification conforms in appearance and construction criteria with the standards and policy set forth by the ARB in the Architectural Standards Manual (ASM). Members of the ARB are appointed by the Board of Directors (D12.3). An application for architectural review can be found at Exhibit 4.

Joint Recreation Committee (JRC)

The RFC coordinates and works with members of the Ashwood Lakes Homeowners Association to manage the recreation complex which serves both communities. The complex includes a pool, tennis courts, playground and basketball court (D 17.17).

Section 3 - Rules and Regulations of the Association

This Section provides Ventana homeowners with an abbreviated version of the restrictions cited in the "Declaration of Covenants, Restrictions and Easements for Ventana" and the "Architectural Standards Manual". The specific document and paragraph numbers are included in the margin. **Those designated with an asterisk (*) require prior ARC or Board approval.**

Table of Restrictions

REFER	RULES AND REGULATIONS
D 6.2	Owners may lease or rent their property for a minimum of 1year. Association requests name of tenants and occupancy dates in writing from owner.
D 6.4	Properties cannot be used for commercial purposes .
D 6.5	Activity which unreasonably interferes with the comfortable and quiet use of residents in the immediate vicinity is not allowed.

D 6.6	Household pets are limited to three of one type. Pets will be leashed at all times outside the home. Owners will clean up all pet solid waste on common or other residential areas.
D 6.7	Vehicles
	A. No commercial vehicles or trailers may be parked on the residential property or street. Hired contractors exempt.
	B. Short term non-recurring parking for less than 24 hours is allowed for recreation vehicles or boats parked outside the garage. Parking for longer periods is by permit only.
	C. Repair of vehicles must be in the garage.
	D. Non-car/truck motor vehicles will have noise reduction devices and must be stored in the garage.
	E. A maximum of 2 passenger vehicles (or 3 for 3-car garages) can be parked outside the home. Blocking the sidewalk is not allowed.
D 7.11	No carports or storage sheds will be placed, erected, constructed, installed, or maintained on residential property.
D 6.8	Owners are responsible for maintaining their lot and/or improvements in an attractive condition. Dumping landscaping and lawn debris on vacant lots is not permitted.
D 6.9 *	Owners will repair damaged or destroyed property including improvements as soon as practical but not exceeding 2 months including debris removal. Exterior changes will require ARB approval.
D 6.10 D 7.17	Garbage and trash containers stored outside and exterior air conditioning and pool equipment will be hidden from street and adjacent property view by fences walls or screening landscaping.
ASM 2.24 D 6.12	Owners are required to provide similar screening for pool/spa equipment and storage tanks.
D 6.10	Owners should not place trash containers curbside (not on the street) prior to 5 PM on the day before pickup.
D 6.11	Burning of waste materials is prohibited.

D 6.14 *	Laundry or clothes drying lines must be approved by the ARC and completely secluded from public view.
D 6.15 *	Transmission and receiving antennas are allowed with restrictions.
D 6.16 AMDT. 8	No signs can be erected other than property for sale. Association will approve temporary garage sale signs with agreed time for owner installation and removal.
D 6.17 *	Removal of trees greater than 4" in diameter requires ARB and City of Rockledge approval. Replacement will be encouraged.
2.25 ASM	Clearing and pruning of natural areas on common property is restricted to light clearing on common property by owners adjacent to that property; no trees or substantial bushes are to be planted or removed.
D 6.18 *	Owners are not permitted to alter the grade of or original drainage plan for any lot without Board approval.
D 6.19	Temporary window treatments are permitted for 60 days after occupancy.
D 6.20	Personal property other than lawn furniture will be stored inside or on porch area.
D 7.16	Reflective or mirrored glass is not allowed.
D 12.5 *	Extensive landscaping changes require ARB approval.
D 7.27	Rockledge has advised that owners have the option to connect to the reuse water system .
D 7.28	No artificial vegetation is allowed on the exterior of the property.
ASM 2.21 G.1 *	If painting an existing home with the same color scheme as the current house colors and those colors were approved by the ARB, approval of the ARB to repaint is not required. Proof of color is required.
ASM 2.21 G.2 *	If painting with a different color scheme, coordination and approval by the ARB are required . The applicant must paint a test pattern of both trim and body colors on outside of home. After test patterns are dry, ARB must view and approve the colors before applicant can begin painting. Please see this section of the ASM for a complete description of the process.
	Fences
D 7.18 ASM 2.4*	All fences require ARB approval. Fences abutting or adjacent to lake frontage are strongly discouraged.

	A. Fence material in all cases will be white PVC vinyl only. Fence applications will be submitted on application form Exhibit 4, Application for Architectural Review with landscaping plan as appropriate.
	B. Fences which abut Community walls will not exceed wall height including supporting post caps. Non-abutting fences will not exceed 6 feet.
	C. Fences for properties that side-abut or rear-abut , will be installed close to but within the property line of the fence owner, with panel designs the same on both sides or best-side facing out. Semi-private panel design with landscaping is encouraged.
	D. Privacy fences, which degrade views from homes on corner lots , are discouraged.
	E. Fences parallel to the water on the interior lakes and along the canal south of Ventana are discouraged beyond the rear structure of the house or pool enclosure. Homeowners will be encouraged to install landscaping in lieu of fences to improve aesthetics without degrading community openness. In those cases where authorized on an interior water or canal lot , the structure will be a semi-private fence of no more than 4 feet in height, with a requirement for landscaping strategically placed to break up at least 1/3 of fence lines. The fence approval application will include a landscaping plan. If approved, fence and landscaping will be installed at the same time.
	F. Homeowners installing fences are responsible for all maintenance of the fence and associated landscaping, including grass trimming and mold removal.
	G. Common areas between front wall and adjacent lots may be enclosed if maintenance and needed access expense responsibility is accepted by the homeowner in the ARB application.
	H. No fence is permitted on front-facing property .

ASM 2.26*	Painting/staining of driveways and sidewalks leading into house is permitted. Driveway painting will not continue onto the street sidewalk or apron to the street. Street sidewalks will not be painted as these and aprons are the responsibility of City of Rockledge. Paint or stain color must be in harmony with the house colors and approved by the ARB.
ASM 2.24 J.	Plantings in the Rockledge City controlled right-of-way (median) is subject to the following conditions: (1) Each planting is subject to direct approval by the City, is the responsibility of the individual LOT owner with no association involvement. (2) The City has legal responsibility, the association none. (3) Complaints on safety or maintenance are to be directed to the City. (4) City inspections can be requested for code enforcement.
ASM 2.25 B.	In recognition of Association liability issues, homeowners will not provide volunteer effort in support of association infrastructure assets located in the "common areas." Certified contractors will be employed as required.

Section 4 - Enforcement of Rules and Restrictions

The authority of the VOA to engage in rules enforcement is spelled out in detail in the various governing documents. In summary, the VOA is authorized to take such steps as may be necessary to enforce the provisions of the Declaration, including without limitation, the employment of counsel and the institution and prosecution of litigation as necessary to ensure compliance, collect assessments and foreclose liens for which provisions are made in the Declaration. (A4.3.11)

4.1 Notification of Violation

In the event of a violation by a member of any of the provisions of the governing documents, the Board will notify the violating member in writing of such violation and demand that such violation cease and be discontinued immediately and direct that any damages or injury caused thereby be immediately repaired or corrected at the sole cost and expense of the violating member. (BL17.1)

Such notice to an owner shall be deemed to have been properly delivered when: (1) it is delivered to the Owner's lot, or (2) placed in the first class United States mail to the most recent address furnished by the owner. Any notice so deposited in the mail within the county shall be deemed delivered forty-eight (48) hours after such deposit. (D17.8.1)

4.2 Correction of Violation

If, after receiving written notice from the Association of a violation and being given a reasonable time to correct the violation, a lot owner fails to bring his property into compliance with the rules, the Association may enter upon the property to correct the violation without being guilty of trespass. The owner of the lot shall be responsible for any and all costs incurred by the Association, plus an overhead expense of 15% (D6.22).

The total amount shall be assessed as an Individual Lot Assessment to the Lot Owner (D9.11). Any such lot assessment is payable to the Association within 10 days after receipt of the assessment. If not paid within the 10 days, the Association shall have the right to place a lien on the owner's property. Late payments are also subject to a late payment penalty not to exceed 25% of the regular annual assessment (D6.22).

4.2.1 Alternatives. Alternatively, if a violation continues after notification, the Association may treat the violation as an intentional, inexcusable and material breach of the governing documents, and may then, at its option, elect to undertake any of the following: (1) an action at law to recover damages (BL 17.1.1); (2) an action in equity to enforce performance (BL 17.1.2); or (3) assessment of fines (BL 17.1.4).

The Association may also seek an injunction to require the owner to stop and/or remove any improvement or addition, or to alter such improvement or addition so that it complies with the requirements of the rules (BL 17.1.3; D6.22).

4.2.2 Fines. Fines may be assessed for each violation, as per provisions described in (D15.5).

4.3 Emergency Action

Any violations which are deemed by the Board to be a hazard to public health may be corrected immediately as an emergency matter by the Association and the cost thereof shall be charged to the violating member as an Individual Lot assessment (BL 17.2)

4.4 Non-payment of Assessments

In the event of non-payment of assessments, other than the annual property assessment, the Association shall be entitled to exercise all of the rights conferred upon the Association including the right to impose, collect, enforce and foreclose any lien. (BL17.3)

4.5 Negligence or Carelessness of Member

Each member shall be liable for any uninsured costs and expenses incurred by the Association for any maintenance, repair or replacement caused by the member's acts, neglect or carelessness or by that of the member's family, guests, employees, agents or lessees. (BL17.4)

4.6 Costs and Attorneys' Fees

In any proceeding arising because of an alleged default by a member under the governing documents, the prevailing party shall be entitled to recover the costs of the proceeding including reasonable attorneys' fees. (BL17.5)

4.7 No Waiver of Rights

The failure of the Association or of any member to enforce any provision of the governing documents shall not constitute a waiver of the right of the Association or any member to enforce such provision in the future. (BL17.6)

4.8 Timing of Enforcement Action

Any action to enforce the use restrictions of the Declaration must be commenced within one year after the date of the violation (D6.22).

Section 5 - Enforcement Process

Violation resolution will follow a three-step process as follows.

5.1 Violation Reporting and Investigation

Violations can be identified by any homeowner and reported to any Board member for investigation and potential resolution on an informal basis. The investigation will involve three or more members of the Board. If the Board's investigation finds the reported violation to be valid, a courtesy letter identifying the violation and requesting its correction will be sent to the homeowner (see sample courtesy letter at Exhibit 1).

5.2 Second Letter of Notification

If within a reasonable period of time the homeowner does not correct the violation in response to the courtesy letter, the Board will then send a formal letter to the homeowner directing that the violation be corrected by a specified date (see sample letter at Exhibit 2). The letter will also notify the homeowner that if the violation is not corrected by the date specified, the VOA will assume that the homeowner does not intend to correct the violation and the Board will initiate plans to correct it at the homeowner's expense.

5.3 Third and Final Letter of VOA Action

The Owner will be notified of either: (1) the VOA proposed action(s) it will take and the date for accomplishment (see sample letter at Exhibit 3). If the Owner remedies the violation situation prior to this day the issue is closed. If not, actions will be completed at the expense of the cited Owner; OR (2) the VOA's intent to refer the matter to the Association's attorneys for resolution.



Appendix A. Governing Documents

The full set of formal documents of the Association exists to create, develop, foster, maintain, preserve, and protect within VENTANA a unique, pleasant, attractive, and harmonious physical environment which will contribute to and enhance the quality of life for all residents of and visitors to VENTANA.

The document hierarchy with a brief summary of each follows:

1) State Statutes (SS)

Florida State statutes address Homeowner Associations in Chapter 720, "Homeowners Associations," published in 2000. This document sets the legal framework for purpose, powers and duties, administrative and financial management, rights and obligations of owners/members, meeting activity, assessment and prohibited clauses in homeowners' association documents.

2) County/City Ordinances (CO) (if more stringent)

If stricter than the rules for Ventana, State, County & City laws and ordinances prevail. Homeowners are responsible to verify all requirements of the various governmental agencies as this manual is only a quick reference guide and not complete in all potential cases. By way of example, Rockledge has an ordinance requiring registration with the police of home alarm systems. Also, periodic rules are printed in the official newsletter of the city of Rockledge-About Town.

3) The Declaration of Covenants, Restrictions and Easements

The DECLARATION OF COVENANTS, RESTRICTIONS and EASEMENTS sets forth the rules and restrictions which apply to all homeowners in Ventana, to protect against improper or inappropriate development or improvements on any lot.

4) The Articles of Incorporation

The Articles of Incorporation is the formal document by which VOA is legitimized as a viable business entity. It contains 16 Articles that provide the definition of the VOA business framework.

5) The By-laws

The BY-LAWS define the powers and duties of the association, how it functions through its board, and when and how meetings will be held.

6) Architectural Standards Manual

The Architectural Review Committee is established in the DECLARATION to review and approve all plans, specifications, and materials depicting improvements proposed to be constructed on any lot, and is responsible for architectural and landscape control. The ARCHITECTURAL STANDARDS MANUAL sets forth architectural and landscape design standards, specifications and criteria used as the standard for determining compliance (D12.7).

7) Community Restrictions Handbook (CRH)

The rules cited in this handbook are extracts from the governing, recorded documents that govern the actions of the homeowners Association, relative to a deed-restricted community. The rules included herein are considered to be the most frequent concerns of current and future residents.

8) Document Conflict Resolution

In the event of conflict between the ARTICLES and the BY-LAWS, the ARTICLES control. In the event of conflict between the DECLARATION and the BY-LAWS, the DECLARATION controls (A18.2). In the event of conflict between the DECLARATION and the ARCHITECTURAL STANDARDS MANUAL, the DECLARATION shall control. In the event of conflict between this handbook and any of the other cited documents, those documents shall prevail.