

VENTANA

ARCHITECTURAL STANDARDS MANUAL

February 15, 2020



This Manual supersedes all prior publications of the Ventana Architectural Standards Manual (ASM). This version may include several amendments and article renumbering. It is recommended that this ASM be read in its entirety to ensure all owners are familiar with, understand and comply with the rules and regulations provided herein for the benefit of all owners in Ventana. Questions, comments or concerns will be directed to the Chairperson of the Architectural Review Board (ARB). After a discussion with the ARB members, a reply will be forthcoming in a timely manner. Members of the ARB are listed on the Ventana website at:

WWW.VENTANOA.ORG

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ARTICLE I: GENERAL ADMINISTRATION

- 1.1 Authority: The authority for the Architectural Review Board (ARB) is set forth by the Declaration of Covenants [D] and Restrictions encumbering Ventana. The ARB is responsible for carrying out its duties on behalf of all members of the Association for the benefit of the total community.
- a. The Association, shall have the right to appoint and replace, from time to time, all members of the ARB [Reference D 12.3, b.]
 - b. The number of members on the ARB shall be determined by the Association but at no time shall be composed of less than three (3) persons. The members of the ARB are to be owners or members of the Association [Reference D 12.2.] or a management company placed by the Association. The ARB may, at its discretion, have up to two alternate (e.g., on call) members.
 - c. The action of a majority of such members that are present at a meeting of the ARB shall determine the action taken by the ARB at such meeting [Reference D 12.2.]
- 1.2 Function: In accordance with the Ventana Owners Covenants, Article XII, the purpose and function of the ARB is to:
- a. create, establish, develop, foster, maintain, preserve and protect a unique, pleasant, attractive and harmonious, physical environment grounded in and based upon a uniform plan of development and construction of the highest quality and with consistently high architectural, ecological, environmental and aesthetic standards and
 - b. review, prevent, approve, change and otherwise control the design of any and all buildings, structures and other improvements of any kind, nature or description, including landscaping, to be constructed (or deconstructed) upon any lot and all common property within Ventana [Reference D 12.4, a. and b.]
- 1.3 Architectural Standards Manual, Rules and Regulations: The ARB shall develop, adopt, promulgate, publish and make available to all owners and others who may be interested an Architectural Standards Manual and/or Rules and Regulations information for a reasonable charge [Reference D 12.7, para 1 and 12.8.]
- a. Architectural Standards Manual (ASM):
 - (1) The ARB may from time to time change, modify and amend a manual or manuals setting forth detailed architectural and landscape design standards, specifications and criteria to be used by the ARB as a guide or standard for determining compliance with the Declaration and the acceptability of those components of development, construction, improvement and deconstruction of the subject property requiring review and approval by the ARB [Reference D 12.7, para 1.] Any material changes will be presented to the Board (i.e., the President) for review and feedback. If no feedback is provided to the ARB Chair within 30 days, the drafted changes will be deemed as approved and will then be implemented.
 - (2) Any such ASM may include a detailed interpretation or explanation of acceptable standards, specification and criteria for a number of typical design elements, including, without limitation, site planning, architectural design, building materials, building construction, landscaping, irrigation and such other design elements as the ARB, in its sole discretion, shall determine [Reference D 12.7, para 2.]
 - (3) The Association's standards shall take precedence and prevail over less stringent governmental regulations. [Reference D, 7.30]. Noted governmental regulations and standards are subject to change. Owners retain full responsibility to assure information and compliance with them are current.

(4) An electronic copy of the ASM will be included on the Association's website. On request, a member may be provided with a print copy.

- b. Rules and Regulations: The ARB, at its discretion, may develop and implement Rules and Regulations governing the submission of plans and specifications to the ARB for its review and approval. Unless such Rules and Regulations are complied with, in connection with the submission of plans and specifications requiring review and approval by the ARB, plans and specifications shall not be deemed to have been submitted to the ARB [Reference D 12.8.]

1.4 Improvements and Other External Changes: All external changes (improvements, deconstruction, revision), unless otherwise specifically stated, are subject to the approval of the ARB [Reference D 12.5.] The ARB has the right to refuse to give its approval to the design, placement, construction, erection or installation of any improvement, revision or deconstruction on the subject property which it, in its sole discretion, deems to be unsuitable, unacceptable or inappropriate for Ventana [Reference D 12.6.]

- a. No buildings, structures, walls, fences, pools, patios, paving, driveways, docks, decks, sidewalks, landscaping, planting, irrigation, landscape device or object or other improvement of any kind, nature or description, whether purely decorative, functional or otherwise, shall be commenced, constructed, erected, made, placed, installed, maintained, modified or removed upon subject property except in compliance and conformance with and pursuant to plans and specifications therefore which shall first have been submitted to and approved in writing by the ARB [Reference D 12.5.]
- b. No change, maintenance or addition to, alteration or remodeling of the exterior of any previously approved building, structure or other improvement of any kind, including without limitation, the painting of the same, shall be made or undertaken upon subject property except in compliance and conformance with and pursuant to plans and specifications therefore which shall first have been submitted to and approved in writing by the ARB [Reference D 12.5.]

1.5 Application for Architectural Review: The Application for Architectural Review (the "ARB Request" form) can be obtained from the Ventana Owners Association (VOA) website (www.Ventanaoa.org), a VOA Board member or ARB member. The application is to be made in duplicate with each application containing the same required information and documentation.

- a. The requested item(s) on the application MUST be specifically and clearly noted. On this form you are to describe the type of work/project activity you want to do and provide appropriate details (e.g., type, material, color, placement). Please make sure your entries are legible. You should complete two copies of the Request form.
 - i. The guidance provided in the Rules and Regulations must also be adhered to in the submission of the application. Applications that are not will be considered invalid and must be corrected prior to review [Reference D 12.8.]
 - ii. Attach a copy (in color print) or sample of the relevant material (e.g., paint chips, shingle sample) and any required layout/landscaping plan to your original Request.
 - iii. All plans and schematics presented with a Request must be clearly identifiable (e.g., red line changes) as to the nature of the proposed changes and additions.
 - iv. Applications are to be given to the ARB Committee Chair in duplicate (with material samples and/or plans) or mailed to Ventana Owners

Association, P. O. Box 560328, Rockledge, FL 32956-0328 for posting date upon receipt. Please allow sufficient time in advance of your projected or scheduled start time.

- v. The Chair will present the Request to the ARB Committee for consideration. Depending on the requested activity or if they have questions, they will ask for additional information or steps (e.g., a paint sample on your house) or establish conditions or terms of their approval. If additional terms or conditions exist, it will be documented on the Request form and/or other written communication with the Owner.
 - vi. Once a determination has been made, the Chair will notify the owner – typically by e-mail. The owner can, at their option, pick up a copy of the signed, authorized Request form from the Chair (which is recommended).
- b. Items requiring an application for approval by the ARB are noted in the sections of this Architectural Standards Manual (ASM).

1.6 Variances: Requests for an exception or variance must be submitted in the same fashion on the Application for Architectural Review request form. Any variance granted shall be considered unique and will not set any precedent for future decisions.

1.7 Standards for Review: Review of applications by the ARB shall take into account the objects and purposes of the Declaration and the purposes and function of the ARB. Such review by and approval of the ARB shall also take into account and include the type, kind, nature, design, style, shape, size, height, width, length, scale, color, quality, quantity, texture and materials of the proposed building, structure or other changes under review, both in its entirety and its individual or component parts, in relation to its compatibility and harmony with other, contiguous, adjacent, nearby structures or other improvements and in relation to the topography and other physical characteristics of its proposed location and in relation to the character of the Ventana community in general [Reference D 12.6.]

- a. All requests are subject to the approval of the ARB [Reference D12.5.]
- b. The Architectural Standards Manual (ASM) shall be used by the ARB and other affected persons only as a guide and shall not be binding upon the ARB in connection with the exercise of its review and approval functions and ultimate approval or refusal to approve plans and specifications submitted to it pursuant to the declaration. [Reference D 12.7, para 3.]
- c. The ARB shall be entitled, in its discretion, to establish, determine, charge and assess a reasonable fee in connection with and for its review, consideration and approval of plans and specifications pursuant to Article XII taking into consideration actual costs and expenses incurred during the review process [Reference 12.8, para 2.]

1.8 Time Limitation on Review: The ARB shall either approve or disapprove a received application within thirty (30) days after the same has been duly and completely submitted in accordance with any Rules and Regulations regarding such submission as implemented by the ARB [Reference D 12.9.]

- a. Notwithstanding 1.7(a), the majority vote of ARB members will constitute an approval or disapproval of an application.
- b. Notwithstanding 1.7(a), in the event the total number of members available equals an even number and the vote results in a tie, an officer of the VOA Board of Directors may vote in the absence or abstention of an ARB member.

- 1.9 Duration of Approval: Any approval of plans, specifications and other materials, shall be effective for a period of one year (for new builds) and for six months (for all other activities) from the effective date of such approval [Reference D 12.10.]
- a. If construction or installation of the building, structure or other improvement for which plans specifications and other materials have been approved has not commenced within said period, such approval shall expire, and no construction improvement or changes shall thereafter commence without a resubmission and approval of the plans, specifications and other materials previously approved [Reference D 12.10.]
 - b. The prior approval shall not be binding on the ARB upon resubmission in any respect [Reference D 12.10.]
 - c. It is the responsibility of the Owner(s) to ensure compliance with any government regulations, Architectural Standards Manuals and/or Rules and Regulations implemented by the ARB prior to resubmission.
- 1.10 Limitations of Responsibilities: The primary goal of the ARB is to review the applications, plans, specifications, materials and samples submitted to determine if the proposed structure and changes conform in appearance and criteria with the standards and policy set forth by the ARB. The ARB nor its individual Committee members assumes any responsibility whatsoever to any applicant, owner or third party for any construction, improvement or related events.
- 1.11 Exculpation: Owners are responsible to verify all requirements of the various governmental agencies.
- a. Plans, specifications and other materials submitted to and approved by the ARB (or Board of the Association on appeal if involved) shall be reviewed and approved only as to their compliance with the provisions of the Declaration and their acceptability of design, style, materials, appearance and location in light of the standards for review and approval specified in the Declaration and the Architectural Standards Manual (ASM).
 - b. Applications shall not be reviewed or approved for their compliance with any applicable governmental regulations including, without limitation, any applicable building or zoning laws, ordinance, rules or regulations [Reference D 12.13.]
 - c. Neither the directors or officers of the Association, the members of the ARB nor any person acting on behalf of any of them, shall be liable for any costs or damages incurred by any owner or any other party whatsoever due to any mistakes in judgment, negligence or any action of the ARB in connection with the inspection, review, approval or disapproval of any improvements or proposed improvements.
 - d. Each owner agrees, as do their successors and assigns by acquiring title thereto or an interest therein or by assuming possession thereof, that they shall not bring any action or suite against the directors or officers of the Association, members of the ARB, or their respective agents, to recover any damages caused by the actions of the ARB.
 - e. Neither the directors or officers of the Association, the members of the ARB, nor any person acting on behalf of any of them, shall be responsible for any defects in any plans or specifications, nor for any defects in any improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction and other activity performed pursuant thereto.
- 1.12 Conflicts: In the event of a conflict between this Architectural Standards Manual and the Declarations, the Declarations shall prevail.

- 1.13 Non-Compliance: In the event of non-compliance with our standards (such as not requesting a review/approval, acting contrary to ARB approval), the homeowner will be issued a Notice of Non-Compliance. The Notice will provide information on the compliance issue, the appropriate process(es), the relevant standard(s) and the resulting corrective action that is or may be required. A completed Request form will be required if it was not previously submitted to the ARB. If corrective action is not suitably made, the Board retains the right to take additional actions (see Article III).

ARTICLE II: ASSOCIATION PROPERTY STANDARDS

- 2.1 Utility Structure: All utility company pull boxes, transformers, etc., have been set within the easement or right-of-way. Future grading around these structures shall insure drainage. Planting shall be done in a manner that reduces the visual impact of these structures.
- 2.2 Side and Rear Easements: Some lots may have easements for drainage pipes, utility crossings and wall maintenance. Reference the recorded plat and your individual lot survey for details.
- 2.3 Building Setbacks: Indicated setback is in feet. Points of reference are from the owner's property line and right(s)-of-way (which commence with the edge of the sidewalk closer to the dwelling.
- | | | |
|-------|---|----------------------------------|
| Front | 25 | (From right-of-way) |
| Rear | 20 | (From property line to dwelling) |
| Side | The minimum side setback shall be not less than 10 feet from either one of the side lot lines of property and 8 feet from the other (opposite) side lot line of the property. | |
- Corner lots: The setback shall not be less than 25 feet from both street rights-of-way.
Pool Deck Curb/Base and Screen: Not to exceed sidewall of house
Screen Enclosure at Side Yard, Rear Decks and Patios
7.5 (None if abutting a designated water retention area.)
Drives & Walkways (at Side Yard): 4' (From the property line)
Building Height: 35' (To the highest point)
- 2.4 Fences: Ventana homeowners selected their home site locations as best suiting their desire for privacy or unobstructed views of wildlife activity on lakes, canals or natural areas. Fences achieve three purposes: screening of utilities, overall or semi-privacy and trellis-plant supports. Each situation will be approved on a case-by-case basis; however, all fencing will comply with the following criteria when seeking ARB approval:
- Fence applications will be submitted on the Application for Architectural Review, Homeowner's Request Form with the landscaping plan as appropriate or on the original application.
 - Privacy fences and lakeside fences in lieu of vegetation buffers are not permissible.
 - Fence material in all cases will be white PVC (vinyl) only. The finished side of the fence must face outward.
 - Fences which abut community walls will not exceed wall height including supporting post caps. Non-abutting fences will not exceed six feet.

- e. 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. The semi-private panel design with landscaping is encouraged.
- f. Privacy fences which degrade views from homes on corner lots are not permissible.
- g. Fences parallel to the water on the interior lakes and along the canal south of Ventana are not permissible 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 four feet in height with a requirement for landscaping strategically placed to break up at least one third of fence lines. The fence approval application will include a landscaping plan. If approved, the fence and landscaping will be installed at the same time.
- h. Homeowners installing fences are responsible for all maintenance on both sides of the fence and associated landscaping (including grass trimming and mold removal). The landscaping is to be kept and maintained on the owner's side of the fence without extending over the fence or onto the neighboring property.
- i. No fence is permitted on front-facing property.
- j. Common areas between front wall and adjacent lots may be enclosed if maintenance and needed-access and/or expense-responsibilities are accepted by the homeowner in the ARB application.
- k. Fence installation *on a property line* shared by two homeowners will require a notarized letter of intent signed and dated by all affected parties that clearly states their agreement. The language of the document must contain
 - (1) a paragraph acknowledging the ownership of the shared or common fence boundaries
 - (2) the home addresses and the name(s) of the property owners
 - (3) the nature of responsibilities concerning ongoing maintenance, replacement and repair due to damage; and
 - (4) the effects of a future sale of property on the existing agreement.

An example of such a letter follows:

We, the undersigned, acknowledge that the common fence separating our properties located at _____ and _____ is jointly owned by Mr./Mrs. _____ and Mr./Mrs. _____, respectively. We, the property owners of record, are jointly responsible for ongoing maintenance, replacement, and repair due to damage. When ownership of either property transfers to subsequent homeowners, so does the 50% interest in the shared fence.

- l. Installation is to be one of two (2) types of approved fence provisions:
 - (1) Four (4) foot fencing with a semi-private design which must be installed with a minimum offset of five (5) feet from the frontal area of the home.
 - (2) Taller (up to six feet) privacy design fencing must be installed with a setback from the frontal area of the home to at least the mid-point of the house.
 - (3) Any variations from the above offsets must be approved by the ARB before construction begins. A variation may include, for example, a side four-foot fence gradually scaled to a six-foot fence beyond the midpoint of the house. Please note that fencing on both sides of the home must be uniform in design.
- m. Any approval of a fence by the ARB does not pre-empt or preclude the homeowner's responsibility to obtain any applicable permit by the City of Rockledge.

- 2.5 Irrigation/Wells: An underground sprinkler system tied to the central water distribution system is required. If central re-use water distribution is not available or used, a conventional well and pump system must be installed.
- a. Rockledge permits owners to connect to the reuse water system. [Reference D 7.27]
- 2.6 Surface Water Management (Storm Water Drainage): A Master Surface Water Management System has been designed to provide a working system of integrated flood control in the event of a large storm. It is also designed to prevent the discharge of road oils, pollutants and fertilizers into the St. Johns River Water Management District basin, minimizing any effects of development on the local water quality. The basic system and contiguous retainage and percolation zone that has been established requires close attention to maintaining the integrity of the grades, slopes and swales.
- a. Storm water from any lot shall not be allowed to flow or drain onto any other lot, roadway or common area unless so designated in the master plan. No homeowner is permitted to alter the grade of or original drainage for any lot, or change the direction of, obstruct, or retard the flow of surface water drainage. Nor shall any owner alter or remove any drainage or environmental berm or swale on any lot or divert any storm water drainage over, under, through or around any such berm or swale.
 - b. The placement of yard debris, trash or the like on, over or in front of a culvert is deemed an obstruction.
 - c. No hedge, tree or other vegetation, fence or other structure shall be placed or constructed within a drainage access easement or tract.
- 2.7 Septic Tanks: No septic tanks will be permitted unless required by a governmental agency.
- 2.8 Minimum Living Area Requirements: The ARB has established the minimum living area as 1,700 enclosed square feet to ensure that all homes have a relative minimum to minimum level of values. All measurements are square footages of living area which is defined as that enclosed portion of the home being served by the Central HVAC system.
- 2.9 Garages: All residential dwellings shall include at least a two-car garage. No carports will be placed, erected, constructed, installed or maintained on residential property. [Reference D 7.11]
- 2.10 Insulation: The minimum insulation for living areas is R-30 for ceilings and R-10 for walls. Ceiling insulation can be R-19 if used in conjunction with a radiant barrier.
- 2.11 Natural Gas Service: Natural gas service may be available to each lot at the owner's expense.
- 2.12 Roofs: Roofs will be in compliance with the following specifications:
- a. Roof Pitch - Only hip and gable roofs will be allowed for the main structure of the residence. The main roof of each residence must have a minimum pitch of 6:12 and a maximum pitch of 12:12.
 - b. Roof Overhang – Overhang depths shall be a standard of 18" and a maximum of 4' at the time of original construction. Other changes (such as extending the roof to cover a lanai or patio area) can be submitted for consideration.
 - c. Roof - The following materials will be acceptable roof finishes; others must be approved in writing by the ARB. The material must be consistent for the entire roof (i.e., no mixed materials).

- (1) Clay tile (color to be approved).
 - (2) Cement tile (color to be approved).
 - (3) Architectural grade asphalt or fiberglass shingles with a minimum 14 weight of 240 lbs. per square.
 - (4) Finished metal roofs.
- d. Roof Mounted Mechanical Equipment: Solar collectors, or any other mechanical equipment, is subject to approval of the ARB by application. Devices must be integrated as part of the roof design and shown on the plans and renderings. Roof mounted mechanical equipment shall not be visible to roadways or other public spaces and are to be placed towards the rear of the house.
- e. Roof Details: Plans and elevations must show all details being incorporated into the roof plan including plumbing, stacks, solar panels, skylights, vents, gutters and other such items. The color of the house must also be indicated on the Request (reference 2.21(d) below).
- 2.13 Approved Exterior Finish Materials:
- a. Stucco in a smooth, sand or other light to medium texture for an exterior wall is permitted. Heavy textures (e.g., swirl, heavy trowel or Spanish lace) are not permitted.
 - b. Stone (Note: limited use of artificial or cast stone needs ARB approval.)
 - c. Wood
 - d. Brick. Imitation brick is not permitted.
 - e. Aluminum cast or wrought iron gates, grilles, ornaments, etc. (aluminum is recommended).
 - f. Leaded or stained glass.
 - g. Fiberglass screening in black, white or bronze.
 - h. Others as specifically approved by ARB.
- 2.14 Siding (Limited): Masonite, vinyl or aluminum siding are not permitted for use as primary wall surfaces. Exterior wood must have a solid stain or painted finish. Use exposed wood sheathing only on the underside of soffits and patio decks. Limit use of high-density cedar siding to gable ends only.
- 2.15 Windows: Windows will adhere to the following:
- a. Window Construction – Metal frame windows are permitted and must have an anodized or factory applied color. No silver or natural aluminum color is permitted.
 - b. Reflective Glass – The use of reflective or mirrored glass is not allowed in the exterior facades. Energy saving insulated glazing is recommended, such as solar bronze, solar gray, etc.
- 2.16 Shutters: Operable shutters and removable storm shutters are permitted and, if permanent, must be incorporated into the design.
- 2.17 Canvas Awnings: Awnings above windows, doors or other openings are permitted with the ARB approval. Awnings must relate to the overall design and color theme. The Association will have the right to require that the awnings be replaced as soon as they show any signs of wear or fading. Excessively zealous, bright or loud colors or patterns shall not be permitted. Solid or pastel colors are preferred.
- 2.18 Air Conditioners:
- a. All homes must have a central heating and cooling system.

- b. All exterior air conditioning units shall be shielded and hidden so that they shall not be visible from any street or adjacent lot. Shielding shall include a 4' high white PVC (vinyl) fence wall or appropriate landscaping.
- c. Window and/or wall air conditioning units shall not be permitted.

2.19 Antennas and Flagpoles:

- a. No radio, microwave or other electronic transmission equipment, including ham radios, citizens band radios, outside antennas, outside sending devices and the like, shall be permitted on any property. By request, the Association may approve the use of small dish-type receiving devices so long as the operation of such equipment does not interfere with ordinary radio and television reception communication equipment and so long as the placement of such equipment is not visible from any common street or road and as deemed aesthetically acceptable by the ARB.
- b. Only one flagpole for display of the American and/or Florida flag is permitted.

2.20 Accessory Structures, Play Equipment and Decorative Objects:

- a. Accessory structures, such as play equipment, shall require that the structure be tasteful and permanent in nature. The placement of an accessory structure shall not substantially reduce the view nor create a nuisance to the adjacent lot owners. Sheds are not permissible (reference paragraph 3.7 below).
- b. Bird baths, fountains, gazing balls and other statuary objects are permissible in an individual's garden that are moderately sized, does not substantially reduce the view nor create a nuisance or discord with other owners.
- c. Outside clothesline shall not be permitted unless completely secluded from any adjacent lot or public view. Any outside clotheslines must be specifically approved in writing by the ARB and must always be within the confines of the structure or pool area.

2.21 Color: While the ARB strives to accommodate homeowner desires wherever possible, the intention of the review process is to promote variations of house colors while maintaining community home value through subtlety and good taste. To that end, outdoor house color, trim and accents will adhere to the following conditions:

- a. New home sites must follow the pre-approved color guide book as determined by the ARB. Any owner who does not follow the pre-approved color guide must adhere to the test pattern process as outlined for repainting existing home sites.
- b. Existing home sites:
 - 1. If house, trim, door and garage colors are the same as the current house colors and those colors were previously approved by the ARB, then ARB approval to repaint is not required. However, a Request Form with the color specifications, color chips and proof of prior color approval need to be submitted to the ARB for its records and in case there is ever any question about it.
 - 2. If the applicant is repainting the house with a new color choice from either the ARB pre-approved color guide book or another source, the following conditions apply:
 - (a) House color test: The requested house color will be painted on the house, at a minimum of eighteen inches wide by three feet in length (18" x 3').
 - (b) Trim color test: The same width and length as house test.
 - (c) Door and Garage color test: The same dimensions as the house color test only if different from the trim or house color test.
 - (d) Color test items a, b and c above must be viewed and approved by the ARB prior to a determination of the Request to paint.

3. To further aid the applicant in the pre-approval selection process, the ARB has defined the following set of rules and regulations which provide direction on how to go about choosing the right house, trim, garage and door colors. This process is intended to enhance the selection process while keeping in step with the overall appearance of our community.

- (a) Colors should be limited to neutral earth tones and/or pastel colors that are substantially muted.
- (b) Dark colors are permitted as accents for shutters, louvers, millwork, doors, etc. The use of bright and glossy colors other than white are prohibited as the dominant color.
- (c) A solid stain or paint is required for all wood and wood trim. All accents should be coordinated with the architectural design and character of the building. Basic color values should be light with darker or lighter hues. Accented items would include cornices, inlaid tile, balcony railing and awnings.
- (d) The color of the roof is expected to enhance the overall appearance of the home.
- (e) The combination of house, trim and door colors should coordinate effectively with fascia and roof colors; fascia color should match either house or trim color.
- (f) Whether using earth tones or pastels for house color, the trim should be either neutral or a lighter/moderately darker variation of the same color.
- (g) Neutral trim colors should be used in combination with pastels or house colors – use of pastel on pastel is not permissible.
- (h) Earth tone colors can be applied with more intensity for house or trim color as long as they do not become “bright” in nature.
- (i) Contrasting front door color is allowed while an incongruently contrasting or dark garage door color is not permissible. A moderately dark or contrasting garage door may be permissible.

2.22 Streetscape Requirements: There are no minimum requirements beyond landscaping specifications (reference paragraph 2.24 below).

- a. Plantings in the Rockledge City controlled right-of-way (parkway is subject to the following conditions: (a) Each planting is subject to direct approval by the City, is the responsibility of the individual property owner with no Association involvement. (b) The City has legal responsibility; the Association none. (c) Complaints on safety or maintenance are to be directed to the City. (d) City inspections can be requested for code enforcement. [Reference ASM 2.24]

2.23 Minimum Landscape Expense:

- a. There are no minimum financial requirements related to the value of initial (new home) or added plantings. It is encouraged that new home site owner(s) will expend a minimum of \$1,500 for plants and trees, excluding sod, mulch, sprinkler system, grading and preparation work as verified by a bonified third party landscape plan and detailed bid. Any trees planted in the parkway (sidewalk to curb) are independent addition to the \$1500 minimum.
- b. In an effort to maintain community home value, it is highly recommended that all property be kept, as a minimum, to new home site owner regulations.
- c. Further guidance on home site landscaping:
 1. A minimum of four (4) trees will be planted and maintained on each property at all times as required by the City of Rockledge.
 2. Each property will have, as a minimum, a mulch bed adjacent to and located at the front of the house. The size must be at least three (3) feet wide and extend

the full width of house less any paved areas to the extent as feasibly possible and aesthetically pleasing.

3. Edging to contain mulch is highly encouraged.

- d. Any planting or removal of trees, shrubs or flowers or other flora outside the confines of mulch beds must be approved by the ARB. ARB approval is not required for any other planting (of an immaterial scope) within the confines of existing beds or to replace plants/trees that were recently removed. See Section 2.24(l) regarding the removal of trees.

2.24 Landscaping: For all common areas and the owner's property landscaping:

- a. For those lots abutting the common open space areas, landscaping compatible to the "naturalistic" planting is encouraged. Views to the open space are desirable.
- b. The intent of landscape development on each lot is to provide a sense of community identity and to re-establish the natural character of the landscape. The planting scheme should attempt to have as mature an effect as possible at the time of installation. Up to five moderate sized (or smaller) decorative landscaping rocks may be installed.
- c. All plants must be planted and maintained in good, "Class A," healthy condition. All shrubs, trees and bushes must be properly maintained by the homeowner and shall avoid the appearance of "being overgrown". No planting should have contact with any part of the primary dwelling walls or roof.
- d. All mechanical equipment visible from the street or any lot shall be screened from view by shrubs, trees and/or approved white PVC fencing.
- e. Mulch or Landscaping Rock: Shredded cypress bark or pine bark nuggets, gravel or landscape rock (such as, lava rocks, river rock) shall be used/applied, and maintained with a minimum of at least 1 ½ " in thickness.
- f. All grass must be the St. Augustine variety of Floritam.
- g. Existing trees and shrubs must be preserved and maintained unless permission to remove them has been obtained from ARB. The creation of natural hammocked areas is encouraged where possible.
- h. No artificial grass, plants, vegetation, rocks or other artificial landscape devices (e.g., landscape curbing) shall be placed or maintained upon the exterior portion of any property without the prior approval of the ARB.
- i. Right-Of-Way sections are to be landscaped with grass only (in accordance with Annex D).
- j. Trees. No tree shall be removed from any property without the prior written consent of the ARB if the diameter of the tree is four (4) inches or greater as measured four feet above ground level. [Reference D 6.17] This approval will be premised on necessity in connection with the location of the main residential dwelling where the preservation of any tree would work a hardship or where the tree poses a sufficient hazard.
 - a. The approval by the ARB to remove a tree does not pre-empt or preclude the homeowner's responsibility to obtain any necessary permit from the City of Rockledge.
 - b. Replacement of trees is encouraged. [Reference D 6.17]

2.25 Common Area Maintenance:

- a. Clearing and Pruning of Natural Areas on Common Property: Only light clearing of undergrowth on common property is permitted by owners adjacent to that common property. No trees or substantial bushes are to be removed. The area should be left

substantially natural. Mulching and weeding are permitted. No structures, improvements or apparatus, either temporary or permanent, may be put or installed in a common area. Owners who violate this provision may be required to replace the vegetation that was removed. Authorization by the ARB is required prior to any work.

- 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 necessary for maintenance of the following items: wall and flower box structures, entryway lighting, irrigation system electrical circuits, major irrigation system and sprinkler head repair or landscaping to include sod, trees, plants and flowers.
- 2.26 Painting of Drive-Ways/Sidewalks: Painting and staining of driveways and sidewalks leading into the house is permitted only with the approval of the ARB. Paint or stain color must be a light neutral color and approved. Driveway painting will not continue onto the street sidewalk or apron to the street. Street sidewalks will not be painted as this is the property and responsibility of the City of Rockledge.
- 2.27 Signs. No sign, billboard or advertising of any kind shall be displayed to public view on the property without the prior written consent of the ARB or VOA Board. This includes materials displaying the names or otherwise advertising the identity of subcontractor, real estate brokers (excluding "property for sale" signs) or the like employed in connection with the construction, installation, alteration or other improvement upon (excluding the time of actual service provision), or the sale or leasing of the property, or those expressing personal opinion (e.g., political).
- a. Holiday decorations are not to be placed more than thirty (30) days before a major holiday and removed within fifteen (15) days of that holiday. The decorations are to be traditional for that holiday. They are not to be derogatory, hateful or otherwise reflect negatively on the holiday or proponents of that holiday.
 - b. Other decorations (beyond a small flag/banner) during the year are not authorized.
 - c. Association will approve temporary garage sale signs with agreed time for owner installation and removal. [Reference D 6.16]
- 2.28 Pools. The installation or material modification of a pool and/or in-ground spa must be approved. The installation must be in the rear of the property and be within the minimum Setbacks (Reference 2.3).
- a. The pool/spa must have a permanent and effective safety barrier (e.g., screening, fence) concurrently installed. The barrier shall take the form of either a screened enclosure, fence, a rock or concrete wall or other material to blend with the property's architecture. The barrier must not be climbable.
 - i. Screened pools require a minimum of 18x20 grade screen mesh on all sides, including the roof.
 - ii. Gates must be of the spring-lock type that shall be automatically closed at all times. Gates must be kept locked at all times when the pool is not in use.
 - iii. If the safety barrier is found to be in an unsafe condition and/or the pool itself is to be found to be in an unsanitary and unsafe condition, the Owner must make repairs and cure the problems within ten days.
 - b. The location of the pump, filter and other equipment are not to be seen from the street view.
 - c. An above-ground spa may be installed on a patio/lanai and must have an effective safety barrier (which may include a locking hard cover).

- d. Landscaping needs to be installed to break up at least one-third of the rear of the house and pool.
- 2.29 Home Generators. Must comply with the all applicable regulatory Codes. Generators must be installed no closer than five feet from building openings (doors and windows); no closer than three feet from structures of combustible materials. Fencing or landscaping must effectively cover the equipment from street view. [Reference: Setbacks (2.3) and Accessory Structures (2.20)].

ARTICLE III – RULES AND REGULATIONS

The following is an overview of key VOA Rules and Regulations.

- 3.1 Governing Documents are those documents established to develop, maintain, preserve and protect Ventana as a unique, pleasant, attractive and harmonious physical environment that will also contribute to and enhance the quality of life for all residents and visitors.

The document hierarchy:

- (1) Florida State Statutes [SS], Chapter 720 on “Homeowners Associations”;
- (2) County/City Ordinances [CO], if more stringent;
- (3) Declaration of Covenants, Restrictions and Easements [D];
- (4) the Articles of Incorporation [A];
- (5) the By-Laws [BL]; (6) Architectural Standards Manual [ASM]; and
- (6) the Community Restrictions Handbook [CRH].

In the event of conflict between the Articles and By-Laws, the Articles control. In the event of conflict between the Declaration and the By-Laws, the Declaration controls [Reference A 18.2]. In the event of a conflict between the Declaration and the Architectural Standards Manual, the Declaration shall control. In the event of a conflict between this publication and any other cited document, those documents shall prevail.

- 3.2 Owners may lease or rent their property for a minimum lease period of one year. The Association requests the name of tenants and occupancy dates in writing from the owner. The owner remains responsible for compliance with VOA Covenants and Standards. [Reference D 6.2]
- 3.3 Properties cannot be used for commercial purposes. [Reference D 6.4]
- a. This provision does not prohibit those minor business-related activities which might occur within the confines of any housing unit which is incidental to the Owner’s primary business and does not create any offensive activity or promote deliveries or other excessive public access to the property, or which may be promoted for tax benefits or other reasons of convenience.
- 3.4 Activity which unreasonably interferes with the comfortable and quiet use of residents in the immediate vicinity is not allowed. [Reference D 6.5]
- a. No illegal, noxious, unpleasant, unsightly, noisy or offensive activity shall be carried on or conducted on or from any property nor shall anything be done thereon which may be or tend to become or cause an unreasonable annoyance or nuisance, whether public or private, to residents in the immediate vicinity or to Ventana in general or which may be or tend to

become an interference with the comfortable and quiet use, occupation or enjoyment of any other property or any common property, unless specifically approved in writing by the Association.

- 3.5 Household pets are limited to three of one type (customary household pets, e.g., dog, cat), or a total of five (other than aquarium-kept tropical fish). [Reference D 6.6]
- a. Pets will be under control of the owner when outside the home or fenced/ screened area by leash or carried.
 - b. Owners will clean up all pet solid waste on common areas and properties owned by others.
 - c. Knowingly dangerously or exotic pets, reptiles or livestock are not permitted.
 - d. Pets are not permissible if they are kept, raised or maintained for business or commercial purposes.
- 3.6 Vehicles [Reference D 6.7]
- a. No commercial vehicles, trailers or other vehicles can be parked or stored outside of the garage. Hired contractors are exempt during active periods of the work project but should not extend beyond the property.
 - i. Commercial Vehicle is a truck, motor home, bus or van of greater than three-quarter (3/4) ton capacity or as designated as such by the State of Florida, and any vehicle (including a passenger automobile) with a sign displayed on any part thereof advertising any kind of business or on or within which any commercial materials and/or tools are visible.
 - ii. Other Vehicles may include, for example, truck, bus, mobile home, motor home, house trailer, camper, boat, boat trailer, horse trailer or other recreational vehicles.
 - 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. No vehicle shall be dismantled, serviced, rebuilt, repaired or repainted outside any unit/structure. This restriction does not preclude those activities normally associated with and incidental to the day-to-day washing, waxing and polishing of such vehicles or such repairs as may be necessary in an emergency situation.
 - d. Non-car/truck motor vehicles (e.g., motorcycles) will have noise reduction devices and must be stored in the garage.
 - e. A maximum of two passenger vehicles (or three for 3-car garages) can be parked in the driveway on a routine/regular basis. All parked vehicles must be in a reasonably good appearance and good working order, and no vehicle which is unlicensed or which cannot operate on its own power may be parked outside. Blocking the sidewalk is not allowed. Temporary use of adjoining lots is by permit only.
- 3.7 Aesthetics.
- a. No carports.
 - b. Owners are responsible for maintaining their property and/or improvements in a safe and attractive condition. An unattractive condition would be, for example, weeds, underbrush or other unsightly growth, and/or the presence of trash, rubbish, refuse, debris or offensive objects.
 - c. Dumping landscaping and lawn debris on an adjacent/vacant lot or on storm drainage culverts is not permitted. [Reference D 6.8] Owners should not place trash

- containers or landscape debris curbside (not on the street) prior to 5 PM on the day before pickup. [Reference D 6.10] Owners are to remove containers and any uncollected materials from curbside by the end of the pickup day.
- d. Owners will repair damaged or destroyed property (including improvements) as soon as practical but not exceeding two months, including debris removal. Exterior changes require ARB approval. [Reference D 6.9] A variance on this time constraint may be approved should unavoidable circumstances exist.
 - e. Garbage and trash containers stored outside, exterior air conditioning and pool equipment will be hidden from street and adjacent property view by fences, walls or screening landscaping. [Reference D 6.10, 7.17]
 - f. Owners are required to provide similar screening for pool/spa equipment and/or storage tanks or containers. [Reference ASM 2.24, D 6.12]
 - g. Laundry or clothes drying lines must be approved by the ARB and completely secluded from public view. [Reference D 6.14]
 - h. Transmission and receiving antennas, with limited restrictions, are not allowed. Small dish antenna installations may be permissible. [Reference D 6.15]
 - i. Window treatments shall consist of draperies, blinds, decorative panels or other tasteful window coverings. No newspaper, aluminum foil, sheets or other temporary or uncustomary window treatments. Temporary window treatments are permitted for 60 days after acquiring the property/occupancy. [Reference D 6.19]
 - j. No artificial vegetation is allowed on the exterior of the property. [Reference D 7.28]
 - k. Burning of waste materials is prohibited. The burning of logs, natural gas or charcoal in properly constructed or installed fireplaces, barbecue cookers or the like is permissible. [Reference D 6.11]
 - l. Storage tanks (including, but not limited to, those for water, oil, propane gas, or other liquid, fuels or chemicals, including those used for swimming pools or the like) are permitted outside of any unit provided they are underground or placed inside of walls, fences, landscaping screens or similar type enclosures.
 - m. Outside storage of personal property, except for tasteful patio furniture and other personal property commonly kept outside, is not permitted. Sheds are not permitted. Temporary outside storage may be granted for new Owners for a maximum of 30 days following their occupancy of the property.
 - n. 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.
 - o. Address numbers must be affixed to the primary building; be plainly visible and legible from the street. The numbers must be a minimum of four inches tall and be of a contrasting color. Vegetation needs to be maintained so that it does not hide the numbers.
 - p. Delivery boxes. The US Postal Service has determined that Ventana will have centralized mail delivery. Owners are not to install their own boxes or containers. [Reference D, 7.22]

3.8 **Enforcement:** The authority of the VOA to engage in rules enforcement is detailed in 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. [Reference A 4.3.11]

- a. 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. [Reference BL 17.1] If the violation caused harm that cannot be repaired or corrected, an assessment for reasonable compensation may be rendered.

- b. Such notice to an owner shall be deemed to have been properly delivered when: (1) it is delivered to the Owner's property, or (2) placed in the first-class U.S. 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. [Reference D 17.8.1] If the owner's last-known address is out-of-state, it will be deemed as delivered within seventy-two (72) hours after such deposit.
- c. If, after receipt of the violation notice and being given a reasonable time to correct the violation, an owner fails to bring their property into compliance, the Association may enter upon the property to correct the violation without being guilty of trespass. The owner shall be responsible for any and all costs incurred by the Association, plus an overhead expense of 15%. [Reference D 6.22]
 - i. The total amount shall be assessed as an Individual Assessment to the Owner [Reference D 9.11]. Any such assessment is payable to the Association within ten (10) days after receipt of the assessment. If it is not timely paid, 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. [Reference D 6.22]
 - ii. Alternatively, if a violation continues after notifications, 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 [Reference BL 17.1.1]; (2) an action in equity to enforce performance [Reference BL 17.1.2]; or (3) assessment of fines. [Reference 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
 - iii. Fines may be assessed for each violation, as provided. [Reference D 15.5]

3.9 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 Assessment. [Reference BL 17.2]

3.10 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 the rights conferred upon the Association including the right to impose, collect, enforce and foreclose any lien. [Reference BL 17.3]

3.11 Negligence or Carelessness of Member. Each owner 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/contractors, agents or lessees. [Reference BL 17.4]

3.12 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. [Reference BL 17.5]

- 3.13 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. [Reference BL 17.6]
- 3.14 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 (or when the violation became known). [Reference D 6.22]
- 3.15 Enforcement Process. Violation resolution will follow a three-step process:
- a. 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.
 - b. 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. 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.
 - c. 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. If the owner remedies the violation situation prior to this date the issue is closed; or (2) the VOA's intent to refer the matter to the Association's attorneys for resolution.
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