

VCSA

Architectural Review Board

Guide

2022

This guidebook is intended to help the VCSA Architectural Review Board (ARB) in its decision making process. The intention is neither to add, nor take away from, the instructions/rules set forth in the VCSA Declaration of Covenants, Conditions and Restrictions. In the case of any contradiction between these guidelines and the Covenants, the Covenants prevail.

The goal here is to provide examples/types of requests ARB might receive and then provide reference to the Covenants. Other non-decision making information may also be included as side notes. For example, info on setbacks and drainage (swales) should be considered when approving requests for changes in terrain elevation as in applications to change driveways, walkways, landscaping etc.

Please refer to the VCSA Covenants Section 6 to review the role, make up, powers and duties of the ARB.

Section 6.1 is restated here as an introduction.

"6.1. Improvements requiring approval. No building, structure, enclosure or other improvement shall be erected or altered , nor shall any grading, excavation, landscaping, change of

exterior color, or other work which in any way alters the exterior appearance of any structure, parcel or common area, be made, unless and until the plans, specifications and location of the same shall have been submitted to, and approved in writing by the Association. All plans and specifications shall be evaluated as to harmony of external design with existing view corridors and location in relation to surrounding structures and topography."

And so it is worth reminding the owner that he shall advise all his representatives, including but not limited to, his architect, engineer, contractor, subcontractors and their employees of the standards and procedures outlined in the covenants and in these guidelines. Especially the allowable days and hours of construction are Monday through Saturday 7:30 AM to 5:30 PM. Also Reference 7.31. "exteriors shall at all times be maintained in a neat and orderly manner(supplies stacked neatly, debris removed timely, etc.) and exterior construction must be completed within nine months after construction is commenced".

1.Setbacks: Reference- Declaration of Covenants, Conditions and Restrictions section 7.15. Set backs have to do with how close buildings/patios can be to lot lines.

2. Exterior colors/finishes. Reference 6.3(B) ff "Exterior paint colors must be harmonious and compatible with the natural surroundings and with adjacent buildings." Submit color sample with pictures, or paint a 2x2 sample on house for viewing.

3.Roofs. Reference 7.13.(no flat metal)

4. Driveways/walkways. Reference 5.4 No damage is allowed to the existing roadway. Any damage must be corrected with new asphalt a minimum of 6 inches deep and compacted in place. New driveway shall not protrude into the existing roadway edge. Reference 7.25 provides that "no changes in the elevation of the lands shall be made which will interfere with the drainage or otherwise cause undue hardship to the adjoining property." This means that converting an old "swale" driveway to a flat driveway requires the installation of a pipe at the level of the swale to allow water to pass under the new elevated driveway. The size of the pipe would relate to the size of the increase in elevation and so the pipe should be from 6 to 12 inches to allow the free flow of water under the driveway.

5. Trees. Reference 7.10. In approving removal of a native tree we should recommend replacement, somewhere on the lot, with another native tree. Native trees should only be removed if they present a danger to persons or property. Non-native /invasive trees may be removed anytime with no replacement.

6. Lot fencing, hedges and walls. Reference 7.18. "No fence, hedge, wall or other dividing instrumentality shall be constructed or maintained on any lot unless approved by the ARB." Fences are not allowed on lakefront properties. Extreme caution must be used when considering fences, hedges and walls. This has to do with preserving the beauty and sight lines of the community. Hedges and walls should also be denied as they could interfere with drainage/swales between houses. Privacy between lanais can be achieved with two or three strategically placed bushes. No "dividing instrumentality" means no bowling alley lots, no dog runs, hedges, walls. ARB and the BOD have discretionary judgment and must be very careful to use it consistently and fairly.

7. Outbuildings, sports equipment, structures. Reference 7.8, 7.23 (Not allowed)

8. Patios. References 4., 7.14, 7.15, 7.25 As with everything, must be architecturally harmonious with home and surroundings as to material and color.

9. Landscape design. Reference 7.25, 7.18. The owner /designer will want to consider existing site conditions. The request must include a detailed sketch of the proposed landscape design. Our lots were graded to achieve positive drainage away from our homes either to the front or rear of the property utilizing side and front yard swales. Special care must be taken not to change or interfere with the drainage system designed for your lot. Swales are not to be filled or altered and are to be kept debris free. The Board of Directors highly encourages the use of native plants and trees.

<https://www.fnps.org/plants> ,

<https://gardeningolutions.ifas.ufl.edu/plants/ornamentals/native-plants.html>

5.4 Negligence: Damage Caused by Condition in Parcel. Each parcel owner shall be liable for the expenses of any maintenance, repair or replacement of common areas, other residential parcels, or personal property made necessary by his act or negligence or by that of any member of his family or his guests, employees, agents, or lessees.

5.5 Vanderbilt Lakes Commons Association, Inc. (VLCA). Pursuant to a 2008 Management and Service Agreement between the VCSA and the neighborhood associations within Vanderbilt Lakes, certain portions of the common areas are to be maintained by the VLCA pursuant to the Management and Service Agreement and the Bylaws of VLCA. Included in the maintenance responsibilities of VLCA are the lakes within Vanderbilt Lakes, maintenance and operation of the guard house/gate house, the north gate, the clock plaza, and signage on commons property, preserves, landscaping of the front entrance, ingress, and egress control as outlined in the VLCA Management and Service Agreement on page one (1). Should the VLCA (Commons) Management Agreement at anytime not be renewed, all maintenance and operation shall revert back to VCSA.

6. ARCHITECTURAL CONTROL TO PRESERVE THE BEAUTY, QUALITY AND VALUE OF THE COMMUNITY.

6.1 Improvements Requiring Approval. No building, structure, enclosure or other improvement shall be erected or altered, nor shall any grading, excavation, landscaping, change of exterior color, or other work which in any way alters the exterior appearance of any structure, parcel or common area, be made, unless and until the plans, specifications and location of the same shall have been submitted to, and approved in writing by the Association. All plans and specifications shall be evaluated as to harmony of external design with existing view corridors and location in relation to surrounding structures and topography.

6.2 The ARB. The architectural review and control functions of the Association shall be administered and performed by the Architectural Review Board (the ARB), which shall consist of at least three (3) members. All members of the ARB shall be appointed by and shall serve at the discretion of the Board of Directors of the Association. Two ARB members shall be single-family homeowners and one ARB member shall be a multi-family homeowner and no ARB members shall be Directors of the Association, their spouses or other persons who live in the same residence as a Director of the Association whether related or unrelated. A majority of the ARB shall constitute a quorum to transact business at any meeting of the ARB, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARB. ARB members shall not vote on nor approve their own ARB applications. Any vacancy occurring on the ARB because of death, resignation, or other termination of service of any member thereof, or in the absence of ARB members, shall be filled by the Board of Directors.

6.3 Powers and Duties. The ARB shall have the following powers and duties:

(A) To recommend, from time to time, to the Board of Directors of the Association the creation of or modification and/or amendments to the Architectural Planning Criteria. The Criteria for any item not contained in the written Architectural Planning Criteria shall be whatever already physically exists within the Community for such an item unless and until such item is added to the written Architectural Planning Criteria. If any item does not already exist within the Community and is not contained in the written Architectural Planning Criteria, then such item may not be used or placed within the Community unless and until such item is added to the written Architectural Planning Criteria. Any Architectural Planning Criteria or modifications or amendments thereto shall be consistent with the provisions of this Declaration, and shall not be effective until adopted by a majority of the members of the Board of Directors of the Association at a meeting duly called and

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noticed and at which a quorum is present. Notice of the adoption, modification or amendment to the Architectural Planning Criteria, including a verbatim copy of such adoption, change or modification, shall be delivered to each member of the Association. However, receipt of notice of a Board meeting concerning the Architectural Planning Criteria or of a copy of any adoption of or modification or amendment to the Architectural Planning Criteria shall not affect the validity of such change or modification.

(B) To require submission to the ARB two (2) complete sets of all plans and specifications for any improvement, structure of any kind or any other work which in any way alters the exterior appearance of any structure, parcel or common area, including without limitation, any building, fence, wall, swimming pool, tennis court, driveway, enclosure, sewer, drain, disposal system, decorative building, landscape devise, object or other improvement, the construction or placement of which is proposed upon the Property. The ARB may also require submission of samples of building materials proposed for use in any residence, and may require such additional information as may reasonably be necessary to completely evaluate the proposed structure or improvement in accordance with this Declaration and the Architectural Planning Criteria. Exterior paint colors must be harmonious and compatible with the natural surroundings and with adjacent buildings. Submission of an ARB application and ARB approval are also required for homes that are being painted the existing color and for replacement of roofs that are similar in style and color to the existing roof.

(C) To approve or disapprove any improvement or structure of any kind, including, without limitation, any building, fence, wall, screen enclosure, drain or disposal system, lake erosion measures, or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon the Property, and which is visible from the outside of any residence. All decisions of the ARB shall be submitted in writing to the Board of Directors of the Association, and evidence thereof may be made by a certificate, in recordable form, executed under seal by the President or Vice President of the Association. Any party aggrieved by a decision of the ARB shall have the right to make a written request to the Board of Directors of the Association within thirty (30) days of the decision, for a review thereof. The determination of the Board upon reviewing any such decision shall in all events be final.

(D) To adopt a schedule of reasonable fees for processing requests for ARB approval of proposed improvements. Such fees, if any, shall be payable to the Association at the time that plans and specifications are submitted to the ARB.

(E) To adopt a procedure for inspecting approved changes during and after construction to insure conformity with approved plans.

(F) The members of the ARB shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder. The ARB, however shall have the power to engage the services of professionals for compensation for purposes of aiding the ARB in carrying out its functions.

7. **USE RESTRICTIONS.** The following rules and standards shall apply to Vanderbilt Lakes and shall be enforced by the Association pursuant to Section 12. hereof:

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7.1 Residences. Each residence shall be occupied by only one family at any time. Each residence shall be used as a home and for no other purpose. No business or commercial activity shall be conducted in or from any residence. This restriction shall not be construed to prohibit any owner from maintaining a personal or professional library in his residence, from keeping his personal, business or professional records in his residence, or from handling his personal, business or professional telephone calls or written correspondence in and from his residence. Such uses are expressly declared customarily incident to residential use.

7.2 Minors. All occupants under eighteen (18) years of age shall be closely supervised at all times by an adult to insure that they do not become a source of unreasonable annoyance to other residents.

7.3 Guests. There is no restriction on the length of stay of guests, whether related or unrelated to an owner of a residence.

7.4 Pets. Dogs and cats and other common household pets, provided they are not kept, bred or maintained for any commercial purpose, may be kept upon the property. No other animals, livestock, poultry of any kind shall be kept, raised or bred on any part of Vanderbilt Lakes. All pets shall be leashed or carried by the pet owner whenever outside the residence parcel. All pet owners shall be held strictly responsible to immediately collect and properly dispose of the wastes and litter of his or her pets. If any pet becomes a source of unreasonable annoyance to other residents, the Board may require its permanent removal from Vanderbilt Lakes.

7.5 Nuisances. No owner shall use his parcel and residence, or permit it to be used, in any manner which constitutes or causes an unreasonable amount of annoyance or nuisance to the occupant of another parcel and residence, or which would not be consistent with the maintenance of the highest standards for a first class residential community nor permit the premises to be used in a disorderly or unlawful way. The use of each parcel and residence shall be consistent with existing laws and the governing documents, and occupants shall at all times conduct themselves in a peaceful and orderly manner. No solicitation will be allowed at any time within the community. Extreme care shall be exercised to minimize noises so as not to unreasonably disturb other persons.

7.6 Signs. No person may post or display "For Sale," "Open House" or other similar signs anywhere within Vanderbilt Lakes, including those posted in windows of buildings or motor vehicles, other than signs of a size, shape, content, location and duration of posting as approved by the Board of Directors. No single family home rental signs that are freestanding or otherwise installed, shall be posted, erected, or displayed on any lot or structure, including doors and windows of single family homes, unless the placement, form size lighting and time of placement of such signs is first approved in writing by the Board of Directors of the Association. All signs must also conform with governmental codes and regulations and with design plans for signs established by the Board of Directors of the Association.

7.7 Garage Sales. No garage sales or other similar commercial activities will be permitted to be held on any parcel or on the common areas. Community garage sales may be approved by the Board of Directors to be held at specific times and locations as specified by the Board.

7.8 Single Family Parcel Structures. Other than one single family residence, pool, deck and related equipment, no structure, trailer, house trailer, tent, playground equipment, playhouse, tree house, shack,

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garage, barn or other outbuilding shall be used or placed on any parcel at any time either temporarily or permanently.

7.9 Motor Vehicles and Boats. Only non-commercial vehicles (trucks, vans, recreational vehicles, trailers, motorcycles, etc.) which can be stored in the garage of the residence shall be permitted on the property, with the exception of an owner's guest, invitees, repair services, and maintenance personnel whose vehicles are temporarily on the property. Commercial vehicles are those that shall include but not be limited to the presence of signage, racks, equipment and tools or the presence of debris in the bed of a truck. Any boats and other vehicles of such size as to not permit the garage door to be closed shall not be kept on the property. Parking of all vehicles will be limited to the driveways or cement/brick parking pads. Parking on any other part of the property at any time is prohibited. For cleaning and loading purposes, owners and tenants may keep the vehicle on their paved driveway, so as not to block common roadways and for no more than forth-eight (48) hours. No maintenance or repair shall be performed on any boat or motor vehicle upon any lot.

7.10 Trees. No tree or shrub, the trunk of which exceeds two inches in diameter shall be cut down or otherwise destroyed without the prior expressed written consent of the ARB. Exotics, as defined by Lee County and/or the City of Bonita Springs, shall be removed at the expense of the homeowner.

7.11 Artificial Vegetation. No artificial grass, plants, or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot.

7.12 Storage Tanks. No above ground storage tanks, including but not limited to, those used for storage of water, gasoline, oil, or other liquid or gas shall be permitted on the Lot outside of the building.

7.13 Minimum Building Elevation. The first living floor of any building shall be at the minimum requirement to conform with then existing Federal Flood Insurance Regulations, but not less than 12.5 feet above mean sea level. Buildings will be elevated on suitable substructures compatible with the design of the home and ARB shall have the authority to restrict the height above sea level to which the ridge of the roof or any element of the building excluding chimneys, flues, and vents on the particular Lots may extend. The purpose of such height restriction is to preserve views and aesthetics for the overall benefit of the community. All second floor rooms shall be within the normal single story roof enclosure. No structure shall exceed twenty-five (25) feet above the finished floor elevation at the topmost point of the roof line. The roof of each structure shall have a 4/12 slope and shall be made of asphalt Class A, or other comparable materials, such as tile or concrete. High quality metal roofing in the configuration and style of tile or shingle roofing may be permitted. Any replacement roof must be approved by the Architectural Review Board. Samples of roofing and color must be submitted for approval.

7.14 Easements. Owners may not grant easements on their Lots without written consent of the Association.

7.15 Setbacks. The following setbacks shall be observed:

front yard	25 feet
side yard	10 feet
rear yard (to include setback from lakes)	25 feet

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7.16 Square Footage. All single family dwelling units shall have a minimum of 1,750 square feet under air conditioning not including a two car garage.

7.17 Lake. Boats with power motors of any kind are prohibited. Non-motorized boats or canoes are permitted on the lake subject to the approval of the Association. Docks are prohibited.

7.18 Fences, Hedges and Walls. No fence, hedge, wall or other dividing instrumentality shall be constructed or maintained on any Lot unless approved by the ARB.

7.19 Garbage and Refuse Disposal. No lot shall be used as a dumping ground for rubbish, trash, garbage, or other waster matter. No incinerator or any out door burning shall be permitted. Trash, garbage and other waste shall be kept only in sanitary containers which shall be kept in a clean and sanitary condition and screened from view from neighboring residences and the interior roadways except when out for pick-up. Trash and recycle bins shall not be put on the curb, for pick-up, prior to 4:00 p.m. the night before the scheduled pick-up. All trash and recycle bins shall be removed by 7:00 p.m. on the evening of the scheduled pick up.

7.20 Exterior Lighting. Each single family dwelling shall have one (1) exterior lamp post placed at the driveway entrance. Each has a photocell causing it to light at dark. These lamp posts, which shall be maintained by the Association, shall be uniform throughout the single family homes. Each homeowner shall be responsible for the electricity from the house to the pole and to ensure that it is operational at all times.

7.21 Mailbox. All mailboxes throughout the single family area shall be of the same size, color, and have the same post the Association has selected.

7.22 Parking. Overnight parking along roadways and streets is prohibited.

7.23 Receptacles and Sporting Equipment. All exterior receptacles, basketball goals or other sporting equipment must be removed and stored in the garage at night.

7.24 Underground Utility Lines. All telephone, electric, water, sewer, television or other distributors must be underground from the parcel line to the structure being served.

7.25 Drainage. Except to comply with the governmental regulation or control, no changes in the elevation of the lands shall be made which will interfere with the drainage or otherwise cause undue hardship to adjoining property.

7.26 Holiday Decorations. Lights or decorations may be erected on the exterior of the Units or Homes or on the interior of the Units, where they may be seen from the outside of the Unit, in commemoration or celebration of publicly observed holidays provided that such lights or decorations do not unreasonably disturb the peaceful enjoyment of adjacent Owners by illuminating bedrooms, creating noise or attracting sightseers. All lights and decorations that are not permanent fixtures of the Unit as part of the original construction shall be removed within fifteen (15) days after the holiday has ended. Christmas decorations or lights may not be displayed prior to November 15th of any year. Other holiday decorations or lights may not be displayed more than two (2) weeks in advance of the holiday.

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7.27 Clothes Drying. No towels, garments, rugs, etc. may be hung from windows, railings or other parts of the residences. No clotheslines or drying yards shall be located so as to be visible from neighboring residences or from the interior roadways within Vanderbilt Lakes.

7.28 Lawn Care. No weeds or underbrush shall be permitted to grow or remain upon any part of the premises and no refuse pile or unsightly objects shall be allowed to be placed or remain anywhere thereon. All lawns shall be mowed at reasonable intervals and shall be consistent with the neighborhood standards.

7.29 Wells. No well, either new or replacement, shall be drilled without the approval of the ARB.

7.30 Antennas. No antenna of any kind shall be placed or erected upon any parcel or affixed in any manner to the exterior of any building other than a satellite antenna less than one meter in diameter, an aerial designed to receive over-the-air television broadcast, or an antenna designed to receive multichannel, multipoint distribution service which may be installed at a preferred location where an acceptable signal may be obtained. The preferred location on a Lot is at a location on the lot at the rear or side of the Residence least visible to from neighborhood residences or from the interior roadways within Vanderbilt Lakes. The preferred location at a condominium unit is on the unit's limited common area balcony, patio or porch which is least visible from view from the grounds of the Condominium and is attached in a stable and secure manner to the wall of the balcony, patio or porch. No portion of the antenna may extend outside the limited common element balcony, patio or porch area. An antenna can only be installed at a non-preferred location on a Lot or on the balcony, patio or porch if an acceptable signal cannot be obtained from a preferred location. No satellite dishes or other antennas may be installed in the common areas of the property. Please contact management for further information about antenna installation.

7.31 Exterior Appearance and Construction. All windows, porches, balconies, and exteriors of all building on any Lot shall at all times be maintained in a neat and orderly manner. The exterior of all homes and other structures must be completed within nine (9) months after construction is commenced, except where a written extension of time is granted by the ARB.

7.32 Water Restrictions. The Water Use Permit, authorized by the South Florida Water Management District, provides that all parcel owners within the areas covered by the permit shall abide by all water use restrictions, put in place by the district or any other governmental agency empowered with such authority.

8. INSURANCE. In order to adequately protect the Association and its members, insurance shall be carried and kept in force at all times in accordance with the following provisions:

8.1 Association: Required Coverage. The Association shall maintain adequate property insurance covering all of the common area buildings, the common areas and all Association property. The Association shall also provide adequate general liability insurance. The amounts of coverage shall be determined annually by the Board of Directors. The insurance carried by the Association shall afford at least the following protection:

(A) **Property.** Loss or damage by fire, extended coverage (including windstorm), vandalism and malicious mischief, and other hazards covered by the standard "All Risk" property contract.

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