



Architectural Review Requirements

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Architectural Review Requirements

Introduction.

Pursuant to the Declaration, no structures or improvements shall be constructed on any portion of Vitalia at Tradition (Vitalia). No exterior of a Home shall be repainted, no landscaping, sign, or improvements erected, removed, or planted on any portion of Vitalia, nor shall any material addition to or any change, replacement, or alteration of the improvements (visible from the exterior of the Home) be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme, and the location of same shall have been submitted to and approved in writing by the Architectural Review Committee (ARC).

Conformance with overall community design standards is essential to ensure that the character and quality of the Vitalia community is preserved. The ARC’s authority and oversight extends only to Homeowner parcels. Common areas and common property within the community are managed, maintained, built, and modified solely under the direction of Board of Directors (BOD).

1. Defined Terms. All initially capitalized terms shall have the meanings set forth in the Declaration unless otherwise defined herein.

1.1 **Exculpation.** To clear from a charge of guilt or fault or blame. In law, the act of clearing a mistake when it is determined that no criminal intent was involved. As applied here, it refers to the recognition that a member of the BOD or ARC may from time to time make a decision based on bad judgment but not with criminal intent and therefore that member will not be held legally accountable for such a decision.

1.2 **Architectural Review Committee (ARC).** The Architecture Review Committee shall approve or deny any exterior improvements, structures, or landscaping proposed for any residential property within Vitalia at Tradition.

1.3 **BOD.** Board of Directors of Vitalia at Tradition Residents’ Association, Inc.

1.4 **Homeowners’ Association, Association, and HOA.** Vitalia at Tradition Residents’ Association Inc. RETURN

2. Approval Required. Approval is required without limitation, for any building, fence, wall, swimming pool, screen enclosure, pergola, landscape, landscape device, or object, and/or other improvement or change or modification thereto, the construction, erection, performance or placement of which is visible from the exterior of the Home proposed upon any Home or residential lot in Vitalia at Tradition.

2.1 **ARC Approval.** The ARC shall approve or deny, in writing, any exterior addition, changes, modifications or alterations therein or thereon.

2.2 **Repairs and/or Maintenance.** Repairs and/or maintenance of previously approved projects do not require an application so long as the repairs and or maintenance do not alter the appearance or originally approved ARC application. RETURN

3. Right to Act. The HOA may enforce the Declaration and the ARR upon its own volition or upon the request of any Homeowner(s) and/or the Board by forwarding issues to the Association Compliance Officer, who reports these issues to the Board. RETURN

4. Application Process. To obtain the approval of the ARC, each Owner shall observe the following:

4.1 **Application.** Each Homeowner must submit an application to the ARC with respect to any proposed change, together with the required application(s) and fee(s) as adopted by the ARC.

4.1.1 The current application form can be found on the HOA website or at the Captiva Clubhouse reception desk.

4.1.2 The ARC may also require submission of samples of building materials and colors proposed to be used.

4.1.3 The Homeowner shall submit to the ARC if required:

4.1.3.1 A Certified Survey.

4.1.3.2 Plans and specifications for proposed structural improvements, prepared and signed by a registered Florida architect or residential designer.

4.1.3.3 Landscaping and irrigation plans showing all existing trees and major vegetation stands and surface water drainage plan showing existing and proposed design grades, contours relating to the predetermined ground floor finish elevation.

4.1.3.4 Homeowners acting as their own contractor for projects requiring a building permit by the City of Port St. Lucie. The Homeowner must include with the Application submitted to the ARC, an executed copy of the Port Saint Lucie Owner/Builder Disclosure Statement.

4.1.3.5 In the event the information submitted to the ARC is, in the ARC's opinion, incomplete or insufficient in any manner, the ARC may request and require the submission of additional or supplemental information. The applicant shall, within fifteen (15) days thereafter, comply with the request.

4.1.4 The ARC recommends Homeowners request Contractor Data for their personal protection.

4.1.4.1 Business license/permit

4.1.4.2 Proof of liability insurance

4.1.4.3 Proof of worker compensation insurance

4.1.4.4 Contractor bond for large projects

4.2 **Alteration of Original Plans.** Any and all alterations, deletions, additions and changes of any type or nature whatsoever to existing applications previously approved by the ARC shall be subject to the written approval of the ARC in the same manner as required for approval of the original plans and specifications.

4.3 **ARC Quorum.** A majority of the ARC shall constitute a quorum to transact business at any meeting.

4.3.1 The ARC meetings may be conducted in person, or video conference.

4.3.2 ARC meetings must be publicly noticed 48 hours in advance and are open to all Residents of Vitalia.

4.4 **Time for ARC Review.** No later than thirty (30) days after the receipt of all information required by the ARC for final review, the ARC shall approve or deny the application in writing. If the application is incomplete, it will be held as pending. If the resident fails to amend their application or provide additional requested data within 30 days it will be denied.

4.4.1 In approving or denying such applications, the ARC shall consider the suitability of the proposed improvements, the materials of which the improvements are to be built, the site upon which the improvements are proposed to be erected, the effect thereof on adjacent or neighboring properties, and any other factors the ARC deems appropriate.

4.5 **Rehearing.** In the event the ARC denies any application, or plans and specifications, the applicant may request a rehearing by the ARC for additional review of the denied application.

4.5.1 The meeting shall take place no later than the next scheduled ARC meeting after a written request for such a meeting is received by the ARC unless the applicant waives this time requirement in writing.

4.5.2 The ARC shall make a final written decision no later than fifteen (15) days after such meeting.

4.6 **Right to Appeal.** Upon final denial (even if the members of the BOD and ARC are the same), the applicant may appeal the decision of the ARC to the BOD within thirty (30) days of the ARC's written review and denial.

4.6.1 Review by three (3) members of the Board shall take place no later than fifteen (15) days subsequent to the receipt by the BOD of the Owner's request thereof.

4.6.2 The Board shall make their final decision in writing to the homeowner and to the ARC no later than fifteen (15) days after the appeal review.

4.6.3 The decision of the ARC, or if appealed, the BOD, shall be final and binding upon the applicant, his heirs, legal representatives, successors and assigns. RETURN

5. Project Process.

5.1 **Commencement of Work.** No physical work shall commence prior to receiving an approval in writing from the ARC.

5.2 **Project Initiation and Completion.** Once approved, Homeowner projects must begin and progress in a timely manner.

5.2.1 Construction or work on the project must begin within a six (6) month period from the date of the ARC approval.

5.2.2 The project must be completed within a twelve (12) month period from the date of the ARC approval.

5.2.3 If the project timeline, as delineated, is not met, the Homeowner can request an extension of the project timeline from the ARC in writing.

5.2.4 The ARC will review all details of the requested project extension and render an approval or denial based on current facts.

5.3 **Building Codes and Permits.** The Homeowner is solely responsible for obtaining and presenting to the ARC upon request all required building permits and approvals from the city and/or county of Port Saint Lucie or other governmental authorities having jurisdiction.

5.3.1 The Homeowner is responsible for compliance with all applicable building codes.

5.3.2 The Homeowner must present to the ARC the building permit signed by the appropriate government agency at project completion and sign off.

5.3.3 If Port Saint Lucie ordinance(s) or any local government ordinance, code, or regulation requires a more restrictive standard than the standards imposed in the ARR, the Port Saint Lucie ordinance(s) or local government ordinance(s), code or regulation shall prevail. If Port Saint Lucie ordinance(s) or any local government ordinance, code, or regulation is less restrictive, then the ARR shall prevail.

5.4 **Construction Permitting.** All buildings and/or structures including home additions, screen enclosures, pools, pergolas, roof structures, and walls must be permitted by City of Port Saint Lucie.

5.5 **Planning Regulations and Setbacks.** Each Owner is responsible for compliance with applicable planning regulations and setbacks. See “ARR Appendix A - Property Use and Construction Setback Requirements”.

5.6 **Harmony and Appearance.** The ARC shall have the right of final approval for the exterior appearance and compatibility with the architectural character of the community including paint color, the general appearance of all exterior building materials and landscaping. RETURN

6. Allowable Types of Structures. No building shall be erected, altered, placed, or permitted to remain on any residential lot other than a Home.

6.1 **Temporary Structures.** No structure of a temporary character, trailer, tent, shed, garage, barn, or other outbuilding shall be allowed on any residential lot at any time.

6.2 **Home Additions.**

6.2.1 Rainwater from the roof of a new home addition or the alteration of the existing grade must not divert water onto a neighboring property creating a nuisance or adversely affecting the drainage of the neighboring property.

6.2.2 Each owner is responsible for maintaining established drainage patterns on the Lot comprising the Home so as not to adversely affect drainage in any other portion of Vitalia at Tradition.

6.3 **Garages.**

6.3.1 Carports are not permitted.

6.3.2 Garage doors must have embossed facing.

6.3.3 Faux windows on garage doors are not allowed.

6.3.3.1 All garage doors must be a solid color in accordance with the homes selected color scheme.

6.3.3.2 No screening shall be permitted across garage fronts which is visible from the street when the garage door is closed.

6.3.3.3 No garage shall be converted into a general living area.

6.4 **Driveways and Walkways.**

6.4.1 Replacement or addition to driveways and/or walkways must be approved in writing by the ARC.

6.4.2 Driveways and/or walkways must be constructed in the same style and of the same materials utilized in the original construction of the driveway and/or walkway.

6.4.3 Staining or altering the color of the pavers is not allowed.

6.4.4 Extending the width of driveways beyond the width of the garage is not permitted.

6.5 **Screen Enclosures.**

6.5.1 No screened enclosure, for pools or otherwise, shall be installed unless approved in writing by the ARC. The approval of the ARC may address color, height, setbacks, buildable area, and other like factors.

6.5.2 Screen enclosures must have an anodized aluminum bronze colored structural frame.

6.5.3 Screen fabric must be a black or charcoal color.

6.5.4 Screen enclosures cannot be wider than the width of the building to which they are attached.

6.5.5 Screen enclosures must follow requirements in “ARR Appendix B - Project Stipulations (STIPS)”.

6.6 **Swimming Pools.**

6.6.1 All swimming pools constructed on any residential lot must comply with the requirements of the ARR and “Appendix C - Additional Stipulations for Swimming Pool Construction”.

6.6.1.1 Pools must be constructed of material thoroughly tested and accepted by the industry for such construction. Fiberglass pools are not allowed.

6.6.2 All applications for the installation of a swimming pool must be accompanied with a certified survey illustrating the location of the pool, decks, home, property lines, setbacks and easements, and all applicable building permits.

6.6.3 Swimming pools must comply with all applicable building codes and setback requirements.

6.6.4 Lighting for pools or other recreation areas must be approved by the ARC.

6.6.5 Lighting for pools or other recreation areas must be approved by the ARC. If allowed, lighting shall be designed to buffer neighboring homes from the lighting.

6.6.6 Pool filter and heating equipment must be screened from view of neighboring properties and the street with landscaping.

6.6.7 Pool filter and heating equipment located in side yards must be located within four feet (4') of the home and may not extend out into and block swales.

6.6.8 Above ground pools are not permitted.

6.6.9 Spas may be approved inside of a locked screen enclosure and must have a locked cover.

6.6.10 Slides or platforms are not permitted.

6.7 **Pergolas.**

6.7.1 All applications for the installation of a Pergola must be accompanied with a certified survey illustrating the location of the pergola relative to the home, property lines, setbacks and easements, and all applicable building permits.

6.7.2 Pergolas must comply with State, County, and City design requirements.

6.7.3 Design and installation must be completed by a qualified licensed professional to withstand a 140 mile per hour hurricane force winds.

6.7.4 Pergolas must comply with building codes.

6.7.5 Pergolas must not have a solid roof.

6.7.6 Pergolas must be located in the rear yard and within the width of the home.

6.7.7 Pergolas must comply with rear yard setback requirements.

6.8 **Exterior Kitchens (Lanai / Yard).**

6.8.1 Applications to install permanent kitchens with electrical power, water, or gas connections must be submitted with a building permit and site survey. Kitchens must comply with building setbacks.

6.8.2 Exterior kitchens must be located in the rear yard, within the width of the home, and screened from view with landscaping.

6.9 **Portable Grilling Equipment.** All portable grilling equipment must be located in the rear of the home.

6.9.1 Portable Grilling Equipment which remains in place between uses must be located on a paved surface.

6.9.2 Portable Grilling Equipment must have a neat and orderly appearance.

6.9.3 Portable Grilling Equipment must not create a potential fire hazard.

6.10 **Games, Play Structures, and Recreational Equipment.**

6.10.1 Permanent tennis courts, play courts, permanent goals, and game courts, are not permitted within residential Lots.

6.10.2 No basketball-backboard, skateboard ramp, swing set, gym, sand box, nor any other fixed play structure, including, without limitation, platform, doghouse, playhouse or structure of a similar kind or nature, shall be constructed on any part of a residential lot.

6.10.3 No basketball backboards may be attached to a Home. Portable basketball backboards are permitted and must be moved inside the garage at night.

RETURN

7. **Improvements and Maintenance.**

7.1 **Home Repainting.** If, at any time, in the opinion of the Association, the paint fails and/or becomes unsightly, the Association will require the homeowner to repaint the home. Paint failures include but are not limited to: blistering, peeling, chalking, and/or fading. Failures also include the growth of mold or mildew.

7.1.1 **Frequency.** Homes must be repainted according to the following schedule:

7.1.1.1 The initial repainting must occur within seven (7) years from the initial sale of the home by the Developer.

7.1.1.2 All subsequent repainting must occur within ten (10) years from the previous repainting, or more frequently, as required by the majority of the Board, at its sole discretion.

7.1.2 **Completing the Application.** Homeowners must submit an Application to the ARC for review and approval. Homeowners must receive ARC approval in writing, prior to proceeding with the repainting of their home. The Application must identify:

7.1.2.1 The selected “Approved Paint Scheme”.

7.1.2.2 The paint manufacturer and paint product.

7.1.2.3 Paint chips for the selected scheme.

7.1.3 **Selecting the Paint Scheme.** Homeowners must review and select one of the “Approved Paint Schemes”.

7.1.3.1 The “Approved Paint Schemes” identify the body, secondary body, trim, and accent colors.

7.1.3.2 Paint colors must be applied per the selected scheme.

7.1.3.3 The “Approved Paint Schemes” can be viewed on the HOA website and/or at the management offices in the Captiva Clubhouse.

7.1.4 **Paint Quality.** Paint must be a premium quality acrylic latex paint with a satin finish warranted by the manufacturer for a minimum 10-year life.

7.1.5 **Painting Contractors.** Painting contractors must examine the substrates and conditions for compliance with the paint manufacturers’ requirements of maximum moisture content and other conditions affecting the performance of the work.

7.1.5.1 Application of the paint must comply with the manufacturer’s written instructions and recommendations.

7.1.5.2 Surface preparations must comply with the manufacturer’s written instructions and recommendations.

7.1.5.3 Substrates must be cleaned of substances that could impair the bond of paints, including dust, dirt, oil, grease, and incompatible paints or encapsulants.

7.1.5.4 All damaged surfaces and/or cracks must be repaired.

7.1.6 **General Paint Requirements.**

7.1.6.1 No two adjacent homes, either next to one another or across the street, may be painted using the same color scheme. Approval of adjacent home colors will be determined by the submission date of the applications. It is the Homeowner’s responsibility to confirm they are in compliance with this requirement.

7.1.6.2 The color scheme for the rear and side facades must be the same as that of the front facade of the home.

7.1.6.3 Wall surfaces inside screened lanais are considered exterior walls and must be painted utilizing the selected color scheme.

7.1.6.4 All gutters must be white.

7.1.6.5 Downspouts must be white or the same color as the body of the home.

7.1.6.6 All non-flexible utility ducts, conduits, and pipes must be painted to match the body color of the home.

7.2 **Home Improvements.**

7.2.1 **Gutters.**

7.2.1.1 New installation or replacement of gutters requires written approval by the ARC.

7.2.1.2 Gutter downspouts must have splashguards to prevent erosion and direct water away from the home's foundation.

7.2.2 **Roofs.** All roofs, including the replacement of all or part of a roof, must be approved, in writing, by the ARC.

7.2.2.1 Maintenance and/or repair of an existing roof does not require ARC approval unless the repair exceeds more than 25% of the roof area.

7.2.2.2 All required heat and plumbing vents shall not penetrate the roof on the roadside of the building unless determined to be absolutely necessary by the ARC.

7.2.2.3 In all events such vents and roof edge flashing shall be painted the same color as the roof.

7.2.2.4 A sample of the material to be used, including the color of the material, must be submitted with the application for approval of a roof or for the replacement of a roof with any material other than the existing material.

7.2.2.5 Metal roofs may be approved if simulating the barrel or flat tiles and if they meet the Florida hurricane codes. Standing seam metal roofs are not permitted.

7.2.2.6 The color of the metal roof must be in harmony with the community and coordinated with the house color. A sample of the actual roofing tile(s), depicting the color, must be submitted with the ARC application.

7.2.2.7 Plastic roofs of any type are not permitted.

7.2.2.8 Composite roof panels may be used above sunrooms or screen enclosures.

7.2.2.9 Painting or applying sealant to cement tiles, either flat or barrel requires ARC approval. A color sample and/or the sealant color and type must accompany the application.

7.2.3 **Decorative Awnings and Shutters.** All awnings and shutters (other than those initially installed) must be approved in writing for aesthetic and overall appearance by the ARC and must match the approved color scheme for the exterior of the Home.

7.2.4 **Shades/Shutters.** Shades/shutters fall into one of two categories: hurricane-rated shades/shutters and/or sun/rain-rated shades/shutters. This section deals with both categories. For the purposes of this section, "shutters" are made of solid/rigid material such as metal, wood, acrylic, vinyl, or PVC, and "shades" are made of any woven fabric.

7.2.4.1 All shades/shutters mounted on the outside of a lanai must be approved by the ARC and must be conformant to Florida statutes, as amended from time to time. Any approval by the ARC shall not be deemed an endorsement of the effectiveness of any shade or shutter.

7.2.4.2 **Hurricane-Rated Shutters.** Hand rolled hurricane shutters are no longer permitted in Vitalia. Any existing installations of this product are hereby grandfathered. Hurricane shutters cannot be closed or put down unless the NOAA-NHC has declared a hurricane watch or hurricane warning for St Lucie County. They may remain closed/down for no more than 72 hours after the hurricane watch/warning has been lifted. In addition, if the State of Florida declares a state of emergency for St. Lucie County, hurricane shutters may be used for up to 72 hours after the completion of that state of emergency. The foregoing notwithstanding, the closing/opening of hurricane shutters shall conform to then- existing Florida statutes, as amended from time to time

7.2.4.3 Fabric hurricane-rated shades, whether mounted on the inside or the outside of a lanai, can be used.

7.2.4.4 Sun/Rain-Rated Shades. If mounted inside the owner’s lanai, these products can be used.

7.2.5 **Exterior Doors**. All new exterior doors and/or inserts must be approved in writing by the ARC.

7.2.5.1 The replacement of exterior doors must be color compliant with the paint scheme of the home, with the exception of the front door.

7.2.5.2 New door inserts must be hurricane resistant and compliant with applicable building codes.

7.2.6 **Glass Block**. The replacement of glass block in an existing home is subject to written approval by the ARC. Glass block is not allowed in new construction.

7.2.7 **Window Frames and Window Treatments**. Window frames must be either anodized aluminum or electronically painted (powder coated) metal.

7.2.7.1 All window frames and mullions must be white. No mill finish aluminum color will be allowed.

7.2.7.2 Interior window treatments shall consist of drapery, blinds, decorative panels, or other permanent window coverings. No tinting, newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) month after an Owner or Lessee first moves into a Home or when permanent window treatments are being cleaned or repaired.

7.2.7.3 No security bars shall be placed on windows of any Home.

7.2.7.4 No awnings, canopies, or shutters shall be affixed to the exterior of a Home without the prior written approval of the ARC.

7.2.7.5 No reflective tinting or mirror finishes on windows shall be permitted.

7.2.8 **Mailboxes**. No new or replacement mailbox shall be erected on any home lot unless and until the size, location, design, paint color, and type of material for said receptacle shall have been approved by the ARC.

7.2.8.1 If mailboxes are damaged or destroyed a temporary mailbox may be utilized.

7.2.8.2 New mailboxes will only be allowed for disabled residents with the approval of the US Postal Services.

7.2.8.3 Each existing mailbox must be maintained by the Owner having the use of such mailbox, in keeping with the size, location, design, paint color, and type of material for said receptacle as originally approved by the Declarant and the ARC.

7.2.8.4 Tandem mailboxes shall be jointly maintained, with each Owner contributing equally for maintenance and repair costs.

7.3 **Yards and Landscaping**.

7.3.1 **Landscaping Criteria**.

7.3.1.1 Homeowners shall plant only species listed in the “ARR Appendix D - Approved Plant List”. The “ARR Appendix D - Approved Plant List” can be viewed on the HOA website or at the Captiva Clubhouse.

7.3.1.2 Policy for the replacement of previously approved plants which have died and are no longer on the “Approved Plant List”:

7.3.1.2.1 If the plant is in a hedge or specific garden geometry, the plant can be replaced with the same plant.

7.3.1.2.2 If the plant is a singular plant or if a large die-out occurs, the Homeowner must select plants from the current “Approved Plant List”.

7.3.1.3 The Homeowner accepts all responsibility for any damage to items due to Association landscape and maintenance operations.

7.3.1.4 No items may be placed on top of irrigation water, electrical or cable box covers located in the yards.

7.3.1.5 No plant materials or soil shall be removed without the prior written approval of the ARC.

7.3.1.6 Each Owner is solely responsible for compliance with planning and zoning regulation.

7.3.1.7 Foundation plantings must not be allowed to grow higher than the sill height of windows.

7.3.1.8 The ARC may reject the landscape plan based upon review of the overall design and its impact on neighbors and the community.

7.3.1.8.1 How the proposed scheme fits with the tropical environmental character of the community.

7.3.1.8.2 How the proposed scheme may create costly maintenance issues which would increase the cost of community landscape maintenance costs.

7.3.1.9 Homeowners must maintain a clear access way for yard maintenance crews.

7.3.1.10 The clear access way must be 60 inches wide. Shrubs, palms and/or trees which restrict access to rear yards will not be allowed.

7.3.1.11 Mulch.

7.3.1.11.1 Mulch must be dark cocoa brown in color or as approved by the Board of Directors.

7.3.1.11.2 Stone mulch is allowed; colors must be of a muted earth tone. Landscape edging must be installed to prevent stones from migrating into lawn areas. Stone mulch cannot be more than 3 inches in diameter and 1 inch in depth.

7.3.1.12 Homeowners must not locate plants and/or plant beds in side or back yard impeding the Association landscaping contractor’s access for mowing equipment.

7.3.1.13 Homeowners must not locate plants and/or planting beds in access Right of Ways (ROW) blocking access to common grounds by service vehicles.

7.3.1.14 Curbing or edging may be made of cement, stone, pavers, or composite materials.

7.3.1.14.1 The edging material and color must be indicated on the Homeowners’ application.

7.3.1.15 Locating plants in front of pad mount electrical transformers is prohibited.

7.3.2 Flags and Flag Poles.

7.3.2.1 No flag or banner shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of Vitalia at Tradition that is visible from the outside without the prior written approval by the ARC.

7.3.2.1.1 Flags and Flag Poles. The installation and display of flags are as defined in Federal Law, and Florida State Law as amended from time to time.

7.3.2.1.2 The requirements prohibit political signs, statements, opinion or non-permitted banners, flags or other displays.

7.3.2.1.3 Flags must not be larger than 4-1/2 feet by 6 feet.

7.3.2.2 Flag Poles.

7.3.2.2.1 The ARC approves the installation of one (1) freestanding flagpole no more than twenty (20) feet high on any portion of such Owner's Lot.

7.3.2.2.2 Flagpoles must meet all city and county building codes.

7.3.2.2.3 The flagpole must not obstruct sightlines at intersections and cannot be erected within an easement.

7.3.3 **Outdoor Lighting and Fixtures.** ARC approval is required for all exterior electrical modifications.

7.3.3.1 All ground mounted lighting fixtures must be located in planting beds and not in lawn areas.

7.3.3.2 No exterior lighting shall be permitted that constitutes a nuisance or hazard to any other Homeowner or Resident.

7.3.3.3 Installation of 120/208 volt electrical devices must be completed by a licensed electrician with a current City business permit.

7.3.3.4 All electrical building permits are the responsibility of the homeowner.

7.3.3.5 Style and color of exterior lights / fixtures shall be compliant with community standards. ARC applications should include a colored picture of the fixtures.

7.3.3.6 Exterior spotlight and floodlight fixtures may be either non-motion or motion detector fixtures.

7.3.3.6.1 Permanently mounted eave lights are not permitted. Temporarily mounted colored lighting is permitted to celebrate holiday seasons.

7.3.3.7 Low-voltage light systems.

7.3.3.7.1 Exterior spotlight and floodlight fixtures other than the original construction of the dwelling must be approved by the ARC.

7.3.3.7.2 Illumination lighting for landscaping and walkways and driveways may not exceed 36" in height.

7.3.3.7.3 Such lighting shall be accomplished with low wattage fixtures or solar power lights.

7.3.3.7.4 A maximum quantity of 12 low-voltage or solar lights may be installed in front yards. A maximum quantity of 12 low-voltage or solar lights may be installed in rear and side yards (combined).

7.3.3.7.5 Illumination of large bushes and trees shall be accomplished with standard or low voltage (flood or spot) light fixtures, ground mounted and aimed vertically upward.

7.3.3.8 White and Yellow are the only color lamps approved for exterior lighting in the community. Other colors may be utilized during recognized holiday seasons but must be removed within seven (7) days after the end of such holiday.

7.3.4 **Banners, Potted Plants, Trellises, Shepherd Hooks and Wall Art.** All statuary, banners, potted plants and yard art to be placed in a yard must first receive written approval of the ARC prior to installation. "Statuary" as used herein shall mean any object whether composed of metal, wood, rock, or artificial substance, which is to be placed in the yard of a Home. "Wall art" is any object hung on the exterior of the home, outside of the lanai.

- 7.3.4.1 Statuary, banners and potted plants must be placed in planting beds and cannot be placed in lawn areas where they can restrict mowing.
- 7.3.4.2 Statuary, banners, potted plants and wall art may not be placed on the sides of homes.
- 7.3.4.3 Potted plants and statuary must not be placed on pad mount transformers, utility boxes, or irrigation boxes located in yards.
- 7.3.4.4 Applications must note if statuary has moving parts or motors. Yard art that is motorized must be located in rear yards only.
- 7.3.5 **Statuary and/or Fountains.**
 - 7.3.5.1 Statuary/fountains must not exceed thirty-six inches (36”) high, twenty-four inches (24”) wide.
 - 7.3.5.2 Statuary/fountains in front yards are limited to three (3) items. Statuary sets must be placed close to each other - within thirty inches (30”) - to count as one (1) item.
 - 7.3.5.3 Statuary/fountains in rear yards are limited to six (6) items.
 - 7.3.5.4 Statuary/fountains are not allowed in side-yards between homes or on side-yards of corner lots.
- 7.3.6 **Potted Plants.**
 - 7.3.6.1 Pots must not exceed thirty-six inches (36”) high and twenty-four inches (24”) wide.
 - 7.3.6.2 Potted plants outside of the lanai must be selected from the approved plant list.
 - 7.3.6.3 Potted plants in front yards are limited to four (4).
 - 7.3.6.4 Potted plants in rear yards (outside enclosed lanai’s) are limited to six (6) planters, pots, vases, etc.
 - 7.3.6.5 Potted plants are not allowed in side yards.
 - 7.3.6.6 Pots can be placed on the driveway and walkway pavers against the house and garage or in planting beds.
- 7.3.7 **Yard Plaques.** Plaques must be approved by the ARC prior to installation.
 - 7.3.7.1 Plaques conveying political or religious messages or overtones are NOT permitted.
 - 7.3.7.2 Plaques that contain obscene, sexually explicit, or offensive language are NOT permitted.
 - 7.3.7.3 Plaques must NOT be placed in yard areas where they will impede normal yard maintenance.
 - 7.3.7.4 Homeowners must accept all responsibility for any damage to plaques by landscaping crews.
 - 7.3.7.5 Plaques must match or blend with natural colors such as browns, grays, and greens. Bright colors are not permitted.
 - 7.3.7.6 One plaque can be affixed to a flagpole, not larger than 3” x 5”
 - 7.3.7.7 One plaque not larger than 5” x 7” may be displayed in a homeowner planting bed and must not be displayed more than 18” high.

7.3.7.8 Rusted, broken, damaged, or otherwise unsightly signage must be removed and/or repaired immediately.

7.3.8 **Banners, Signs, and Small Flags.** Banners, signs, and small flags may only be used for displaying support for an institution, team, or holiday.

7.3.8.1 Must not exceed thirty-six inches (36”) high and twenty-four inches (24”) wide.

7.3.8.2 Banners signs and small flags in front yards are limited to one (1).

7.3.8.3 Banners flags and small flags in rear yards are limited to one (1).

7.3.8.4 Banners flags and small flags are not allowed in side-yards.

7.3.9 **Fences.**

7.3.9.1 **Approval Required.** No fence shall be constructed on any Homeowners property without the prior written approval of the ARC.

7.3.9.2 **Fence Specifications.** The ARC will only approve fences that are 48” or 60” high. Fences may be made of anodized bronze or black aluminum, or powder coated steel. Homeowners must provide a 54” wide gate and clear access into the fenced area.

7.3.9.2.1 Fencing must have vertical 3/4” x 3/4” pickets spaced no closer than 4” on center.

7.3.9.2.2 The lower 1’-6” to 2’-0” of the fence may have intermediate vertical pickets spaced at 2” on center to keep critters out/or and small pets in.

7.3.9.2.3 Exception: Black vinyl clad, 2” x 4” welded wire fabric (WWF) may be used to contain small pets if required. This will be allowed only as an accommodation for an existing fence. No other material may be attached to the fence.

7.3.9.2.4 The WWF may be applied to the lower 18 inches of the fence.

7.3.9.2.5 The WWF must be neatly secured to the fence with black plastic ties.

7.3.9.2.6 The bottom rail of the fence must be a minimum of three inches (3”) above grade to protect fence from damage by yard maintenance contractors and to ensure proper site drainage.

7.3.9.3 **Fence Placement.**

7.3.9.3.1 See “ARR Appendix A – Property Use and Construction Setback Requirements” for fence placement requirements.

7.3.9.3.2 Fences may not be placed on or across any dedicated access and/or utility easements.

7.3.9.3.3 Fences must be setback 5 feet from the rear property line on homes which border a retention pond.

7.3.9.3.4 Drainage issues caused by fence placement in a swale will be the responsibility of the homeowner to rectify the drainage issue.

7.3.10 **Fire Pits.** Wood burning or other organic material fire pits are not permitted. Permanent Natural Gas or Propane fueled fire pits are allowed with prior ARC approval.

7.3.11 **Exterior Furniture.**

7.3.11.1 Furniture in the front yard is limited to two (2) chairs and a small side table or a bench.

7.3.11.1.1 Homes with an enclosed courtyard in the front yard may have a table and additional chairs in the courtyard.

7.3.11.1.2 Exterior furniture must be located on hard surfaces or in planting beds.

7.3.11.2 Umbrellas or shade devices are not allowed in front yards or courtyards.

7.3.11.3 Furniture in the backyard must be located behind the home and not visible to the street from the front of the home.

7.4 **Site Utilities.**

7.4.1 **Utility Connections.** Building connections for all utilities, including but not limited to water, gas, electricity, telephone, and television, must be run underground from the proper connecting points to the building structure in such a manner to be acceptable to the governing utility authority.

7.4.2 **Solar Panels, Solar Tubes, and Skylights.** Solar panels shall be permitted with prior written approval of the ARC.

7.4.2.1 Solar tubes and skylights must be installed by a licensed contractor.

7.4.2.2 All conduit and piping located on exterior walls must be painted to match the body color of the home.

7.4.3 **Satellite Dishes and Antennas.** All exterior antennas, antenna poles, antenna masts, electronic devices, satellite dish antennas, or antenna towers are subject to the prior written approval of the ARC.

7.4.3.1 The ARC requires that all ground-based items be screened from view with landscaping.

7.4.3.2 The installation of the antenna must comply with all applicable safety regulations, including any restrictions as to location and height of antenna as imposed by applicable fire, electrical, zoning, and building codes.

7.4.3.3 One-meter satellite dishes may be placed below the roof line in the rear or side of the Home with the prior written approval of the ARC.

7.4.3.4 All wiring on the exterior of the home must be in conduit and painted to match the body color of the home.

7.4.4 **Window/Wall Air Conditioning Units.** No window or wall air conditioning unit may be installed in any window or exterior wall of a Home.

7.4.4.1 Split AC units may be used to cool a garage space or enclosed lanais with ARC approval.

7.4.4.2 Piping and conduits cannot be exposed to view and must be run inside of the exterior wall or in a metal duct with a removable cover.

7.4.4.3 Pipe, conduits and ducts must be painted to match the body color of the home.

7.4.5 **Generators, Water Heaters, Softeners, and/or Purifiers.** All home utility devices must be approved by the ARC in writing and must comply with all applicable building codes and zoning ordinances.

7.4.5.1 All these devices must be landscaped to screen the view of these devices from the street and neighboring properties. Plants must be selected from the “Approved Plant List” and identified on the application.

7.4.5.2 These devices, if located in side yards, must be located a minimum of ten feet from the front edge of the home.

7.4.5.3 Generator placement must not be visible to neighboring entryways.

7.4.5.4 Generators may only be used during power outages and in accordance with maintenance and testing requirements as provided in the Declaration.

7.4.5.5 Pipe, conduits and ducts must be painted to match the body color of the home.

7.4.6 **Stormwater Drainage.** Stormwater drainage systems including French drains and/or pop-up drains must be submitted and approved by the ARC.

7.4.6.1 Stormwater cannot be diverted across neighboring properties.

7.4.6.2 Stormwater drainage systems must remain within the homeowner's property lines. (RETURN)

8. **Variances.**

8.1 **Stop Work Order.** No variances from the approved application and/or plans and specifications shall be permitted. ARC or government officials may require work to be stopped if a variance or code violation is discovered until the variance or violation is corrected or approved.

8.2 **Final Approval Withheld.** The ARC may withhold issuance of its Final Approval if the completed project deviates from the ARC approved plans. The HOA may take appropriate action against the parties responsible to require conformance to the ARC approved plans. (RETURN)

9. **Liability.** Notwithstanding the approval by the ARC of applications and/or plans and specifications submitted to it or its inspection of the work in progress, neither it, Association, nor any other person acting on behalf of any of them, shall be responsible in any way for any defects in any plans or specifications or other material submitted to the ARC, nor for any defects in any work completed pursuant thereto.

9.1 **Adequacy of Improvements.** Each applicant to the ARC must be solely responsible for the sufficiency thereof and the adequacy of improvements constructed pursuant thereto.

9.2 **Quality of Construction.** In no event shall the ARC, or Association owe any duty to any Owner or any other party with respect to the quality of the construction or the compliance of the construction with approved plans and specifications and the respective Owner shall indemnify and hold harmless the ARC, and Association from any and all claims resulting therefrom including reasonable attorneys' and paraprofessional fees and costs.

9.3 **Warranty of Work.** The approval of any proposed improvements or alterations by the ARC shall not constitute a warranty or approval as to, and no member or representative of the ARC or the HOA shall be liable for, the safety, soundness, workmanship, materials or usefulness for any purpose of any such improvement or alteration nor as to its compliance with governmental or industry codes or standards.

9.4 **Hold Harmless.** By submitting a request for the approval of any improvement or alteration, the requesting Homeowner shall be deemed to have automatically agreed to hold harmless and indemnify the aforesaid members and representatives, and Association, generally, from and for any loss, claim, or damages connected with such aspects of the improvements or alterations. (RETURN)

10. **Inspection.** There is specifically reserved to Association and ARC and to any agent or member of either of them, the right of entry and inspection upon any portion of Vitalia at Tradition for the purpose of determination whether there exists any violation of the terms of any approval or the terms of the Declaration or the ARR. (RETURN)

11. **Violation.** If any improvement shall be constructed or altered without prior written approval, or in a manner which fails to conform with the approval granted, the Owner shall, upon demand of Association or the ARC, cause such improvement to be removed, or restored until approval is obtained or in order to comply with the plans and specifications originally approved.

11.1 **Removal and Restoration.** The Homeowner shall be liable for the payment of all costs of removal or restoration, including all costs and attorneys' fees and paraprofessional fees at all levels including appeals, collections, and bankruptcy, incurred by the Association. The costs shall be deemed an Individual Assessment and enforceable pursuant to the provisions of the Declaration.

11.2 **Enforcement.** The ARC and/or Association are specifically empowered to enforce the architectural and landscaping provisions of the Declaration and the ARR, by any legal or equitable remedy.

11.3 **Responsibility for Plans and Specifications.** The Association, its directors or officers, the ARC or its members, or any person acting on behalf of any of them, shall not be responsible for any defects in any plans or specifications or the failure of same to comply with applicable laws or code 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 performed pursuant thereto. **RETURN**

12. **Amendments to Community Standards.** The ARC shall recommend to the Board of Directors modifications and/or amendments to the ARR from time to time. Any modifications or amendments to the ARR shall be consistent with the provisions of the Declaration and shall not be effective until approved by the Board.

12.1 **Notice of Modification.** Notice of any modification or amendment to the ARR, including a verbatim copy of such change or modification, shall be posted on the website and in an eblast to residents living within Vitalia at Tradition.

12.2 **Posting.** The posting of notice of any modification or amendments to the ARR shall not constitute a condition precedent to the effectiveness or validity of such change or modification.

12.3 **Compliance with the Master Community Declarations.** In addition to these ARR, each Homeowner must comply with the terms, conditions, and obligations of the Master Declaration. **RETURN**



Architectural Review Requirements (ARR)

Appendix A - Property Use and Construction Setback Requirements

The property uses and construction setback requirements governing Vitalia at Tradition were established and recorded in the “MPUD Application for MPUD Rezoning of Tradition 3038 Acres,” by the Tradition Land Company, LLC. Requirements for the placement of fences in Vitalia are illustrated in “Exhibit D – Wall/Fence” of the “Vitalia at Tradition Residents’ Association, Inc, Architectural Review Requirements” published February 1, 2013.

This “ARR Appendix A – Property Use and Construction Setback Requirements” summarizes these requirements for residents. Note that the requirements vary depending on the type of lot. Vitalia residential lot types include internal lots, corner lots, non-lakefront lots, and lakefront lots.

1. **Maximum Building Coverage.** A maximum lot coverage of sixty percent (60%) is allowed provided the maximum impervious surface area coverage does not exceed eighty percent (80%).
2. **Maximum Building Height.** The maximum allowable building height is thirty-five feet (35’-0”) measured from the finished grade to the midpoint of the highest roof plane.
3. **Ancillary Structures.** Pergolas, screen enclosures, pool decks, and other ancillary structures must be located within established building setbacks.
 - 3.1. Vertical ancillary structures must be located in the rear yard and must not extend beyond the width of the primary structure.
 - 3.2. Prefabricated storage buildings and/or additions (especially aluminum or the like) are not allowed.
4. **Building Setbacks for the Primary Structure.**
 - 4.1. **Front yard.**
 - 4.1.1. Each lot shall have a front yard with a minimum building setback of ten feet (10’-0”).
 - 4.1.2. Each lot shall have a minimum front loaded garage setback of eighteen feet (18’-0”).
 - 4.2. **Side yard.**
 - 4.2.1. **Internal lots or the internal side of corner lots.**
 - 4.2.1.1. There is no specific setback requirement for the side yard.
 - 4.2.1.2. A minimum dimension of twelve feet (12’-0”) between neighboring structures is required.
 - 4.2.2. **Street side of corner lots.**
 - 4.2.2.1. A minimum setback of ten feet (10’-0”) from the side property line to the structure is required.
 - 4.3. **Rear yard.**
 - 4.3.1. Each lot shall have a rear yard with a minimum building setback of ten feet (10’-0”).
5. **Building Setbacks for Ancillary Structures (screened lanais, pools, patios).**
 - 5.1. **Ancillary structures.**

- 5.1.1. Ancillary structures must be located in the rear yard.
- 5.1.2. Raised structures such as a screened enclosure for a pool or patio cannot be wider than the primary structure to which it is attached.

5.2. **Side-yard.**

- 5.2.1. Pool decks and patios on internal lots or the internal side of corner lots require a three-foot (3'-0") setback from the side property line.
- 5.2.2. Pool decks and patios on the street side of the corner lots require a ten-foot (10'-0") setback from the side property line.

5.3. **Rear-yard.**

- 5.3.1. For non-lakefront lots, ancillary structures require a five-foot (5'-0") setback from the rear property line.
- 5.3.2. For lakefront lots, ancillary structures require a two-foot (2'-0") setback from the rear property line.

6. **General Conditions.**

- 6.1. Air conditioner condensing units, pool pumps, and heating equipment, may be placed in the side or rear yards with appropriate screening as defined in the ARR. All equipment located in side yards must be located a minimum of ten feet (10'-0") back from the front of the home.
- 6.2. Bay windows, oriels, and chimneys, are not permitted to encroach into the front or side yard setbacks at grade level.
- 6.3. Wings or additions to the primary structure must be located no less than eight feet (8'-0") behind the front facade of the main body of the house, except garages accessed from the front yard. Garages must be setback a minimum of eighteen feet (18'-0") from the front property line.
- 6.4. Roof eaves of neighboring homes require a minimum separation of six feet (6'-0") between architectural projections/overhangs measured from the outside of the fascia.

7. **Fence Placement Requirements.**

7.1. **Front Yard.**

- 7.1.1. Fences are not allowed in front yards.

7.2. **Side Yard.**

- 7.2.1. Fences located on interior lots or the interior side of corner lots may be placed on the side property line.
 - 7.2.1.1. Fences located on the side property line must be considered as common and shared when and/or if a fence is installed on an adjoining property.
- 7.2.2. Fences on the street side of corner lots must be located ten feet (10'-0") inside the side property line.
- 7.2.3. Fences located on the side property line may not extend forward of the rear face of the primary structure.
 - 7.2.3.1. If the primary structure has a screened rear patio, the fence may extend forward to the point where the screened patio attaches to the primary structure.

7.3. **Rear Yard.**

- 7.3.1. Fences on non-lakefront lots may be placed on the rear property line.
- 7.3.2. Fences on lakefront lots must be placed a minimum of five feet (5'-0") inside the rear property line.

[RETURN](#)



ARR Appendix B - Project Stipulations (STIPS)

1. **General Work Requirements.** Project Stipulations (STIPS) are part of the Architectural Review Requirements (ARRs) and apply to all approved Homeowner construction and/or landscaping projects undertaken in Vitalia at Tradition.
 - 1.1. **Call Before You Dig.** Avoid hitting underground utility lines and facilities by calling “811” before you start digging.
 - 1.1.1. This is a free service and is Florida state law enforced at the Federal level.
 - 1.1.2. When requested, appropriate Florida state utility company technicians will mark the location of underground pipes and utility lines around your proposed project site.
 - 1.2. **Resolution of Issues.** Issues resulting from any aspect of a Homeowner’s approved project are the responsibility of the Homeowner and must be resolved at the Homeowner’s expense. Examples of issues resulting from an approved project include but are not limited to:
 - 1.2.1. **Site Drainage.** Any alteration of a property’s grade which restricts site water runoff and/or diverts water onto neighboring properties are the Homeowners’ responsibility and must be resolved at the Homeowners’ expense.
 - 1.2.1.1. Swales located between homes are intended to move water away from residential sites and prevent flooding. They must be kept clear of plantings, curbing, and/or equipment, which may impede or block water run-off.
 - 1.2.1.2. All work in side yards, including landscaping and curbing, must remain a minimum of two feet (2’-0”) from the centerline of swales. Generator and/or air conditioning pads may be located closer but cannot impede drainage.
 - 1.2.2. **Irrigation Systems.** The addition, replacement, relocation, and/or adjustment, of all irrigation system components for approved Homeowner plans must be completed by the HOA’s contractor and is the Homeowner’s responsibility and at the Homeowner’s expense.
 - 1.2.3. **Debris.** Removal of debris and/or excavated material is the Homeowner’s responsibility and at the Homeowner’s expense.
 - 1.2.4. **Mulch.** Replacement of mulch is the Homeowner’s responsibility and at the Homeowner’s expense.
 - 1.2.4.1. Only approved mulch types may be used in any planting bed or garden within Vitalia.
 - 1.2.4.2. Rock or stone must be a muted earth-tone color.
 - 1.2.5. **Damaged Sod.** Replacement of killed or damaged sod is the Homeowner’s responsibility and at the Homeowner’s expense.
 - 1.2.5.1. When replacing sod, you are advised to roll the new sod firmly against the soil.
 - 1.3. **Postconstruction Landscape.** It is the Homeowner’s responsibility to return the landscaping of surrounding areas to their preconstruction condition as soon as the Homeowner’s project is complete.

- 1.3.1. Homeowners must receive written permission from the owner of neighboring property(ies), the HOA, and/or CDD prior to moving equipment or materials across a neighboring property.
- 1.3.2. Homeowners must restore the neighboring property to its preconstruction condition as soon as construction is complete.
- 1.4. **Property Lines**. All landscaping, curbing, and construction, must remain within the Homeowner’s property lines and must not encroach on common areas or neighboring properties.
2. **Screen New Equipment**. Equipment (generators, pool filters and heating equipment, water filtration systems, and/or air conditioning equipment), must be landscaped and screened from view from the street and from neighboring properties.
3. **Construction Activities**. The following provisions govern all construction and/or landscaping activities within Vitalia at Tradition:
 - 3.1. **ARRs**. All construction and/or landscaping activities must comply with the ARR’s.
 - 3.2. **Construction Documents and Permits**. Homeowners must make available all construction documents and building permits when requested by the ARC members.
 - 3.3. **Construction Offices**. No construction office or trailer shall be kept in Vitalia.
 - 3.4. **Material Storage**. No construction materials shall be stored in Vitalia subject, however, to such conditions and requirements as may be promulgated by the ARC.
 - 3.5. **Permit Boards**. All permit boards or signs must be removed immediately upon completion of construction and work activities.
 - 3.5.1. In the event an Owner fails to comply with the foregoing, the HOA shall have the right, but not the obligation, to cause the boards and/or signs to be removed and to charge an individual assessment against the Homeowner to cover the cost of removal.
 - 3.5.2. Contractor advertising signs are not allowed.
 - 3.6. **Construction Activities**. Construction activities must be performed in a diligent, workmanlike, and continuous manner.
 - 3.6.1. Each construction site in Vitalia must be maintained in a neat and orderly condition throughout construction.
 - 3.6.2. Easements, swales, common property, and other such areas in Vitalia, must be kept clear of construction vehicles, construction materials, and debris, at all times.
 - 3.6.3. Roadways must remain open to traffic and emergency vehicles.
 - 3.6.4. Refuse and debris must be removed or deposited in a dumpster, on a daily basis.
 - 3.6.4.1. No materials shall be deposited or permitted to be deposited in any canal, waterway, common property, or other residential properties, or be placed anywhere outside of the residential lot upon which the construction is taking place.
 - 3.6.4.2. Dumpsters and/or PODS must be placed on the driveway and must not block sidewalks.
 - 3.6.4.3. Dumpsters and/or PODS must be removed immediately at the completion of the project.

- 3.6.5. Hazardous waste and/or toxic materials shall not be stored or deposited on the construction site, adjacent property, or waterways, except when done so in compliance with all applicable Federal, State, and local statutes, regulations, and ordinances.
- 3.7. **Silt Fence.** To prevent excavated dirt and debris from falling into lake areas, Homeowners must install silt fencing within the property lines before any excavation starts.
- 3.8. **Required Lists.** The Homeowner must notify gate security and provide a list of all contractors, subcontractors, and material suppliers requiring access to Vitalia.
- 3.9. **Construction Period.** Construction will only be permitted between 8:00 a.m. and 5:00 p.m. Monday through Friday. Construction will also be permitted from 9:00 a.m. to 3:00 p.m. on Saturday.
- 3.10. **Owner Responsibility.** Each Owner is responsible for ensuring compliance with all terms and conditions of the ARRs by all its employees and contractors.
- 3.10.1. In the event of one or more violation of such terms or conditions by any employee or contractor, or, in the opinion of the ARC, the continued refusal of any employee or contractor to comply with such terms and conditions, after five (5) days' notice and right to cure, the ARC shall have, in addition to the other rights hereunder:
- 3.10.1.1. The right to prohibit the violating employee or contractor from performing any future services in Vitalia;
- 3.10.1.2. The right to require each Owner be responsible for restoring any Common Property damaged or destroyed by work activities of such Owner's Contractor(s).
- 3.10.1.3. The right to levy fines and/or other remedies permitted under the Declaration.
- 3.11. **Work Standards.** The ARC may, from time to time, adopt standards governing the performance and/or conduct of Homeowners, Contractors, Suppliers, and their respective employees within Vitalia at Tradition.
- 3.11.1. Each Homeowner, Contractor, and Supplier must comply with such standards and cause their respective employees to also comply with same. [RETURN]



ARR Appendix C -Additional Stipulations for Swimming Pool Construction

1. **Applicable Standards and Requirements.** Prior to preparing and submitting an “Application for Architectural Modification” for the construction of a swimming pool, homeowners are advised to:
 - 1.1. All swimming pools must comply with the “Architectural Review Requirements (ARR)”, “ARR Appendix B - Project Stipulations (STIPS)”, and “ARR Appendix C - Additional Stipulations for Swimming Pool Construction”. These documents can be found on the HOA website. If you have questions, please contact the ARC Coordinator for clarification.
 - 1.2. Provide your swimming pool contractor with copies of all three documents mentioned above. This is to ensure the contractor is aware of all the ARC requirements as they prepare your construction documents and their project bid. These requirements may impact the planning, pricing, and construction of your swimming pool.
 - 1.3. The plans and specifications for swimming pools must include the following:
 - 1.3.1. A certified site survey showing the homeowner’s property lines, existing structures, easements, site utilities, and placement of all new work.
 - 1.3.2. The construction documents must be accurately dimensioned and must identify construction detailing, materials of construction, and colors.
2. **Encroachment On Adjoining Properties.** If construction activities may encroach upon adjoining/neighborhood properties, whether to move construction equipment, stockpile excavated materials, and/or stage construction materials, the homeowner must obtain written permission from the owner of the property(s) affected.
 - 2.1. If construction activities may encroach upon a neighboring resident’s property, the homeowner must obtain a signed waiver from the neighbor. The waiver form can be found on the HOA website.
 - 2.2. If construction may encroach upon HOA Common Property, the homeowner must obtain a signed waiver from the HOA Board of Directors. The waiver form can be found on the HOA website.
 - 2.3. If construction may encroach upon CDD Property, the homeowner must apply and receive a permit from the CDD for temporary use of CDD property.
 - 2.3.1. Violations of CDD regulations may result in fines administered by the CDD.
 - 2.3.2. Violations involving use of CDD properties which result in contamination of ponds, wetlands, and/or preserve areas, will be reported to the CDD.
3. **Submittal Requirements.** The Homeowner must complete and submit the “Application for Architectural Modification” with all required accompanying documentation to the ARC for approval. The required documentation includes the following:
 - 3.1. The completed “Application for Architectural Modification”.
 - 3.2. A Port of St Lucie building permit.
 - 3.3. A plan of the proposed swimming pool.

- 3.4. The certified site survey.
- 3.5. Signed waivers and/or permits from owners of neighboring property if the construction activity may encroach upon neighboring properties:
 - 3.5.1. Written approval from neighbor(s).
 - 3.5.2. Written approval from the Association.
 - 3.5.3. CDD Permit.
- 3.6. Photographs documenting the existing preconstruction condition of neighboring properties.
4. **Pre-Construction Meeting.** After the “Application for Architectural Modification” has been approved by the ARC and prior to beginning construction, the homeowner must schedule a mandatory pre-construction meeting including the homeowner, the contractor, and an ARC representative.
 - 4.1. The purpose of the pre-construction meeting is to confirm that the contractor and homeowner are fully aware of all applicable requirements and stipulations for construction of the swimming pool.
 - 4.2. The ARC representative will review the swimming pool checklist of requirements found in the beforementioned ARR documents. The Homeowner and Contractor will be asked to review the checklist and sign a form confirming they understand and will comply with all the requirements.
5. **Final Inspection.** After construction has been completed, the ARC representative will inspect the work to confirm all requirements have been met:
 - 5.1. The project complies with the Homeowner’s approved “Application for Architectural Modification”.
 - 5.2. Any/all damages to neighboring properties have been fully restored to pre-construction conditions.
 - 5.3. The site, sidewalks, and streets have not been damaged and have been cleaned.
 - 5.4. After the ARC representative has inspected the work and confirmed the work is in compliance, the project will be signed off as complete. RETURN